

**Kimball's Place Rental Contract**

The undersigned, \_\_\_\_\_ (*organization or personal name*), agree to rent Kimball's Place, located at 421 West Dodson, Kirksville, MO 63501, commencing on the date of \_\_\_/\_\_\_/\_\_\_ at \_\_\_:\_\_\_ AM/PM and ending on the date of \_\_\_/\_\_\_/\_\_\_ at 12:00pm.

Renter agrees to the following stipulations:

1. Renter agrees that property being rented is owned by the Franklin Street Housing Corporation, and that the Delta Chi Fraternity is executing this contract on the Corporation's behalf.
2. All events held at Kimball's Place shall comply with all federal, state, and local laws.
3. Renter agrees to all responsibility for all people inside the building or on the property (this includes the parking lot belonging to Kimball's Place), as well as in transit to and from the property.
4. Renter agrees to refrain for entering the adjacent property located at 904 S. First Street, including the associated parking lot.
5. Renter agrees to allow full and unrestricted access to the acting Delta Chi Fraternity Chapter President AND the acting E.Q., hereafter referred to as the Kimball's Manager, for the duration of the event.
  - a. This does not apply to ANY other members of the Delta Chi Fraternity. All other fraternity members are banned from the property for the duration of the event unless explicitly invited.
  - b. The Kimball's Manager will ensure that accurate contact information for himself as well as the Chapter President will be provided to the renter or a representative of the renter.
  - c. In the event that the President is unable to be a contact, or if he is unable to execute this contract, another executive officer of the Delta Chi Fraternity may executed this contract and be a contact with proper notification and agreement by the renter.
  - d. In the event that the Kimball's Manager is unable to be a contact, or he is unable to execute this contract, another executive member of the Delta Chi Fraternity shall be appointed by the acting Chapter President to serve in the same capacity as the Kimball's Manager to execute this contract and be a contact with proper notification and agreement by the renter.
6. Renter assumes full liability for all accidents, damages to individuals and/or fraternity property, as well as compliance with all laws. Associated infractions that result in legal action involving the Kirksville Police Department or any associated law enforcement will be dealt to the renter.
7. Renter agrees to pay the Delta Chi Fraternity \$\_\_\_\_\_ for the use of the property, payable prior to the start of the event.
8. Renter agrees to clean Kimball's Place by 12:00 PM the day following the event. If necessary, other arrangements can be made and agreed upon by the Kimball's Manager and the renter.

- 9. Renter agrees not to use "Delta Chi" or its associated Greek letters ( $\Delta X$ ) in any publication or advertisement promoting a renters event.
- 10. Renter agrees to pay a \$\_\_\_\_\_ security deposit, which will be returned in full after Kimball's Place has been cleaned. Infractions of this contact may result in the withholding of the above mentioned security deposit. Examples include, but are not limited to:
  - a. Failure to clean Kimball's Place.
  - b. Legal actions taken by law enforcement.
  - c. Damage to Kimball's Place.
  - d. Substantial injury to a guest of the event.
  - e. Failure to stay within the allotted time limits stated in the contract.
  - f. Inappropriate or belligerent interaction with either of the Delta Chi Fraternity representatives (Chapter President and Kimball's Manager).
  - g. Using "Delta Chi" or its associated Greek letters in any advertisements promoting an event.
  - h. Entering adjacent property located at 904 S. First St.
  - i. Cancelling reservation without giving the Kimball's Manager at least 7 days notice before the initial date of the rental.
- 11. Renter may not utilize light or audio equipment in Kimball's Place prior to receiving proper handling instruction from a Delta Chi Fraternity representative (Chapter President or Kimball's Manager). If arrangements have been made in a separate contract to provide an optional DJ, attach said contract to the rental agreement and mark here:  *Yes, I would like to utilize an optional DJ*

If it is an open event and members of Delta Chi are to be considered invited, sign below.

*This signature affirms that members of Delta Chi are invited to the event and are permitted to enter the property for the duration of the rental.*

**Renter**

\_\_\_\_\_  
Print Name Organization (when appropriate)

\_\_\_\_\_  
Signature Date

**Delta Chi Personnel**

\_\_\_\_\_  
Chapter President Date

\_\_\_\_\_  
Kimball's Manager Date