

**City of Fairway, Kansas**  
**Department of Parks & Recreation**  
**Shawnee Indian Mission Facility Rental Application**



Contact Person: \_\_\_\_\_ Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alt. Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Space Requested: \_\_\_\_\_ Number of Participants: \_\_\_\_\_

Date Requested for Rental: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time Frame Requested for Rental: \_\_\_\_\_

**Rental Details**

Description of Event: \_\_\_\_\_

Do you plan to have food? Yes or No Do you plan to have alcohol (separate permit required) Yes or No

Please list all vendors who will be a part of this event, including caterers, entertainers, etc.

Does your event require any special needs or accommodations? If so, please describe.

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**Rental Fees**

All fees associated with the rental are due at the time the reservation is made. Fees are NON-REFUNDABLE, but may be transferred to a different date within the same calendar year, subject to facility availability.

**Rental Fees**

East Building 1<sup>st</sup> Floor only - \$145.00/first two hours, \$60.00/each additional hour

North Building Conference Room - \$30/hour

Grounds – Determined on a case by case basis

**Staff Use Only**

Date: \_\_\_\_\_ Payment: \$ \_\_\_\_\_ CA/CK # \_\_\_\_\_ Receipt # \_\_\_\_\_ Staff Initials: \_\_\_\_\_

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**Terms and Agreements**

1. Rental applications must be submitted with full payment a minimum of one week in advance to the Parks & Recreation Department at City Hall, 5240 Belinder Road. Rental applications may be submitted in person or via U.S. Postal Service.
  2. The reserving party may not charge admission.
  3. City ordinances prohibit possession and consumption of alcohol on City owned and/or managed property without a valid alcohol permit; smoking indoors is prohibited.
  4. Access time is rental time. Event set up and clean up must be included in the rental time.
  5. Rental fees are non-refundable. Reservations may be re-scheduled within the same calendar year if cancelled at least 24 hours prior to the start time (subject to staff and facility availability).
  6. Facility rentals are for designated rental areas only and do not include access to any other areas.
  7. Outside food and drink may be brought in to the facility for group rentals upon approval of the City.
  8. The City reserves the right to cancel, postpone or terminate any rental for safety reasons related to weather, unsafe actions of the renter, a facility emergency or if doing so is deemed in the best interest of the City.
  9. The renter agrees to abide by the rules and regulations of the City of Fairway and agrees to abide by, conform to and comply with all the laws of the United States and the State of Kansas.
  10. Neither the City of Fairway nor the Kansas Historical Society of the State of Kansas shall be responsible for any injury, loss or damage that may occur to the renter or persons admitted to the premises by the renter or to property, prior to or during or subsequent to the period covered by this agreement. All property brought onto the premises by the renter shall be at the risk of the renter. The City and the Kansas Historical Society shall not be liable for any loss or damage thereto, or for any injury to the renter or persons admitted to the premises by the renter.
  11. The renter, upon request from the City at its sole discretion, may be required to provide proof of insurance, including but not limited to a special event rider, listing the City of Fairway and the Kansas Historical Society of the State of Kansas as both additional insured and certificate holders.
  12. The renter shall adhere to all safety regulations. Renters must make themselves completely familiar with and comply with all fire and safety regulations of the Shawnee Indian Mission State Historic Site. The renter shall be liable for any damages or injury caused by it or persons admitted to the premises by the renter.
  13. The renter agrees not to interfere in any way with the ordinary use by others of any portion of the building or grounds. The renter shall not sublet, divide or share the rental space with any other than those identified in this contract without expressed written permission of the City of Fairway. Amplified sound must be approved in writing prior to the event.
  14. The renter or persons admitted to the premises by the renter shall not injure, mar, nor in any way deface the premises or any equipment contained therein and will not drive nails, hooks, staples, tacks, screws or similar devices into any part of said building or equipment contained therein, and will not make any alterations of any kind to said building or equipment contained therein, and will not affix by adhesives any sign, poster, notice or graphics of any description. At the conclusion of an event, a representative of the City of Fairway will conduct an inspection of the premises and equipment. The renter agrees that if premises are damaged by an act, default, or negligence of the renter, the renter shall pay to the City of Fairway upon demand, such sum as shall be necessary to restore said premises and/or equipment to their original condition. While normal custodial cleaning at the conclusion of the event is considered part of the rental fee, extraordinary cleaning necessary to return any facility and/or equipment to its original condition will be billed to the renter at a minimum charge of \$50 per staff hour. Charges invoiced to the renter are due within 30 days of billing.
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(Individual, Group or Organization) \_\_\_\_\_ further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin, sexual orientation or ancestry in the admission or access to, or participation or employment in, its programs, services and activities. If the City determines that the reserving party has violated any of the applicable provisions of any state or federal law or that the reserving party has discriminated against any person because of race, religion, color, sex, disability, age, national origin, sexual orientation or ancestry, such a violation and/or discrimination shall constitute a breach of this agreement and the City may cancel terminate or suspend the reservation in whole or in part.

The Parties do not intend this provision to subject any party to liability under state or federal law unless it applies

\_\_\_\_\_  
Print Name of Individual, Group or Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

I have read and thoroughly understand and agree to abide by all the rules and regulations set forth in this agreement. I understand that failure to abide by all these rules and regulations will result in a forfeit of this application and any fees associated with it. **I also understand that the City of Fairway does not collect a security deposit, however I will reimburse the City or the Kansas Historical Society for any damages that occur as a during the rental period, including material and labor costs for damage, excessive mess, trash, etc.**

\_\_\_\_\_  
Print Name of Individual, Group or Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**Affidavit**

(Individual, Group or Organization) \_\_\_\_\_ shall indemnify and hold the City of Fairway and the Kansas Historical Society harmless from and against any loss, cost or damage of any nature arising out of any action or claim against Fairway, its agents or its employees, in connection with or around the Shawnee Indian Mission State Historic Site immediately prior to, immediately after and during the period for which the shelter is reserved by the above named individual, group or organization.

\_\_\_\_\_  
Print Name of Individual, Group or Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**Release of Liability:** The reserving party (be it an individual, group or organization) releases and forever discharges the City and the Kansas Historical Society and any and all of the their representatives, elected and appointed officials, designees and assigns from any and all claims, actions, obligations, and causes of action that the reserving party or its directors, officers, agents, representatives, employees, successors, heirs, assigns or attorneys have or may have against the City, and specifically from any and all liability, actions, claims, demands or suits arising out of, resulting from, or in any manner pertaining to this Facility Rental.

\_\_\_\_\_  
Print Name of Individual, Group or Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature