WELCOME TO TOPEKA'S CONSTITUTION HALL

How to use the facilities and what to expect

CONSTITUTION HALL
TOPEKA

We are pleased that you have an interest in using the historic second floor Senate Chamber. Here is what you need to do in order to utilize it.

1. Read and complete in full the application form. The form must be approved by our Board of Directors, so it must be received at least 45 days before the event. Failure to complete the application in full can result in delay and/or non-approval.
2. Read and sign the Addendum Rules and Procedures. We will try to answer any questions you may have.
3. If you are going to have food or alcoholic beverages, the same must be catered. You may use our tables and chairs, but the caterer must set them up and take them down during your reservation period. We have tables and chairs for 100. You are free to rent additional tables and chairs or use outside furnishings for your event. We do not provide table service. Caterers must sign a Food Service Agreement with Constitution Hall. We can give you the names of caterers who have signed one, but you are free to have a different caterer as long as they sign the agreement in advance. It is your responsibility to hire the caterer.
4. Decide how you want the room set up. We have diagrams of possible configurations. You may modify the diagram as appropriate.
5. If you are going to need the public announcement system or utilize the video monitors, you must clearly indicate this at the time of your application.
6. We will have staff on the premises during your event. They will unlock the doors and lock them at the end of your event. We reserve the right to require additional security. You will be charged separately for this additional service. If you are serving alcohol, security is required.
7. If the caterer is not going to take down the furniture at the end of the event, then you will be charged time the following day for our staff to meet the caterer to perform this function. This should be done first thing in the morning. If the caterer fails to do this, you will be charged for staff time to perform this function at the rate of $100 per hour, one hour minimum.
8. The building is heated and cooled. Unless otherwise agreed to, the event space will Have the thermostat set to 74° in summer, 70° in winter, and 72° in spring and fall. Normal electrical power usage is included in the rental fee.
9. Even though you are supporting the oldest commercial building in Topeka, we are new to event hosting. We are largely operated by volunteers, so we hope you will understand that there may be a few "kinks" that we may need to work out as we go along. To this end, we would appreciate your feedback and the opportunity to help you become satisfied with your experience.

FOOD SERVICE AGREEMENT WITH FRIENDS OF THE FREE STATE CAPITOL, INC.

(REVISED 11-21-24)

Name of Caterer:_____

Contact Person for Caterer:_____

Address of Caterer:_____

Phone Number of Caterer:_____

E-mail Address:_____

Liability Insurance in force?_____

Name of Insurance Agent and policy number:_____

Caterer agrees to abide to the following terms and conditions when serving food and beverages upon the premises of Friends of the Free State Capitol, Inc ("Free State Capitol"):

Free State Capitol operates Topeka's Constitution Hall located at 425-429 Kansas Avenue, Topeka. This is a historic property of national importance and is irreplaceable and is vulnerable to fire. As such, Caterer shall not permit any candles or any open flame on the premises at any time. Further, its employees shall not smoke any substance at any time on the premises.

Caterer will familiarize itself with the premises and its limited food service equipment in advance of the day of the event and communicate any questions or concerns with the Free State Capitol. Free State Capitol is not responsible for payment of any of Caterer's expenses or charges for the event.

Caterer will remove from the premises all food, food waste, food containers, dishware and all other trash associated with food and beverages it supplies to the User of the premises. The Free State Capitol does not provide trash disposal facilities for use of the User or the Caterer.

No alcohol is to be consumed on the premises except as sold or distributed by Caterer and Caterer is responsible for making certain that all alcohol beverage and food service laws regulations and ordinances are complied with to the letter including no service to minors. No alcohol shall be served within one hour of the event's ending time.

Caterer shall leave the catering kitchen on the premises in clean condition. Failure to do so shall result in charges for cleanup to Caterer. Caterer shall have all of its employees out of the premises before the ending time contracted by User for the event.

Failure to follow these rules, will result in caterer being prohibited from catering future events on the premises. This Agreement shall apply to all events that Caterer participates on the premises of the Free State Capitol, until or unless revoked or modified by mutual written agreement.

Friends of the Free State Capitol, Inc.	Caterer_____
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

(REVISED 11-21-24) Free State Capitol Rental Contract

Complete and return with the reservation deposit to: _____

Event Contact: _____ User: _____
Event Date: _____ Address: _____
Event Description: _____
Space Requested: _____ Phone: _____
Access Time: _____ Event Hours: _____ # Attending: _____

Amount of Rental :_____ Date and Amount Paid at time of Reservation Submittal_____

Description of Event including what will happen, what food and beverage you are providing, number of attendees anticipated, and all other pertinent information so that staff of the Free State Capitol know what to expect:

_____

_____

Description of your organization your Mission Statement:_____
_____

_____

Do you request the Free State Capitol to provide a Welcome or a Program for your gathering?____ If so, the length requested:_____

Are foods or beverages being served?_____ If so, what is the name of the Caterer and its phone Number?_____

Will alcohol be served on the premises? _____If so, is your caterer licensed by the State of Kansas to serve alcohol?_____

Do you want the site to provide special placemats with information about this Site?_____

Special Needs/Table Configuration_____

Additional Comments: _____

We acknowledge receipt of the information on rental fees, reservation deposit, damage inspection, and cancellation policy. We acknowledge that we have read and accept the terms, conditions and regulations printed on the reverse side of this form and the Addendum, which hereby become a part of this contract. We understand that in addition to any and all legal and equitable remedies which the Friends of the Free State Capitol, Inc. may have, that at its option, it may cancel any contract and reservation in any case involving non-compliance with terms, conditions and regulations of this contract, or for non-payment of the contract sum. This Reservation shall not become a contract obligating Friends of the Free State Capitol, Inc. until it is approved by its Board of Trustees and signed by a representative thereof. SEE TERMS, CONDITIONS AND REGULATIONS ON REVERSE SIDE.

Signed: _____

Title: _____ Date: _____

RENTAL TERMS, CONDITIONS, AND REGULATIONS

1. The User agrees to abide by the rules and regulations of the Friends of the Free State Capitol, Inc. ("Free State Capitol") and agrees to abide by, conform to and comply with all the laws of the United States and the State of Kansas including the Americans With

Disabilities Act and all the ordinances of the City of Topeka, together with all rules and requirements of the Police, Fire and Health Departments of the City of Topeka, and will not do, or suffer to be done, anything on the premises during the term of this agreement, in violation of any such rules, laws or ordinances, and it is understood that this contract may be terminated and canceled by the Free State Capitol for any of these reasons. The Free State Capitol reserves the right to change or cancel this contract in the event of a building emergency or failure of the User to abide by the terms hereof.

2. **The User shall prohibit all guests from smoking any substance on the premises and shall be proactive in monitoring its guests from violating this provision.**

3. The Free State Capitol shall not be responsible for any injury, loss or damage that may occur to the User's officers, agents, employees or persons admitted to the premises by the User, its officers, agents, or employees; or to property, prior to or during or subsequent to the period covered by this contract. All property brought onto the premises by the User shall be at the risk of the User. The Free State Capitol shall not be liable for any loss or damage thereto, or for any injury to the User, its officers, agents, or employees. The User agrees to provide any necessary legal representation to the Free State Capitol for any loss or damage which may arise out of the premises described in this rental agreement.

4. The User shall adhere to all safety regulations. Users must make themselves completely familiar with and comply with all fire and safety regulations of the Free State Capitol. The User shall be liable for any damages or injury caused by it, its officers, agents, employees or persons admitted to the premises by the User, its officers, agents or employees.

5. The User, its officers, agents, or employees agree not to interfere in any way with the ordinary use by others of any portion of the building or grounds. The User shall not sublet, divide or share the rental space with any person or organization other than those identified in this contract, without express written permission of the Free State Capitol. Disturbing noises or forms of attracting attention to which objection may be raised will not be permitted.

6. Rental applications, signed contracts and agreements must be returned at least forty-five (45) days in advance of the date of the event. Contracts must be accompanied by 25% of the total rental fee or $100 (one hundred dollars), whichever is greater; this reservation deposit will be applied to the balance of rental fees due. Please make checks payable to the "Friends of the Free State Capitol, Inc." Cancellation of the event less than ten (10) days in advance of the scheduled date of the event will result in forfeiture of the reservation deposit. Payment of the balance of rental fees is due three business days before the scheduled date of the event. Rental priority will be given to groups requesting a program or remarks about the building and its history.

7. No User may serve any form of food or beverage without prior approval. Caterers hired by the User must have a valid signed Food Service Agreement on file with the Free State Capitol at least fourteen (14) days in advance of the date of the contracted event, accompanied by a food service deposit in the amount indicated on the agreement. User is responsible for the timely payment of the Caterer.

8. The User, its officers, agents, employees, guests or persons admitted to the premises by the User shall not injure, mar, nor in any way deface the premises or any property contained therein and will not drive, or permit to be driven, nails, hooks, staples, tacks, screws or similar devices into any part of said building or property contained therein, and will not make or allow to be made any alterations of any kind to said building or property contained therein, and will not affix or permit to be affixed by adhesives any sign, poster, notice or graphics of any description. At the conclusion of an event, a representative of the Free State Capitol will conduct an inspection of the premises and equipment. The User, its officers, agents or employees agree that if premises are damaged by an act, default, or negligence of the User or its officers, agents or employees or guests, the User shall pay to the Free State Capitol upon demand, such sum as shall be necessary to restore said premises and/or its property 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 User at a minimum charge of $50.00 (fifty dollars) per staff hour. Charges invoiced to the User are due within thirty (30) days of billing.

_____ Title:_____

Friends of the Free State Capitol, Inc.

Date: _____

HISTORIC SITE USE POLICY

All facility usage is subject to the Site's policies and use guidelines in accordance with a written agreement between the User and the Site. Any proposed usage of the Site is at the discretion of the Site's Board of Trustees, and the Site reserves the right to refuse the use of its facilities if such use is not in the best interest of the Site or is inconsistent with the Site's mission or programs. Facility use requests should be denied from: a) Any group with objectives inconsistent with the purpose and philosophy of the Site, b) A group whose program or topical matter is so highly controversial which could bring discredit to the Site, c) Activities or programs which tend to reflect the potential for perceived sectarian endorsement, d) any organization that is classified as a hate group by the Southern Poverty Law Center, or otherwise supports in any way the denial of equal rights for all persons. The Site's Board of Trustees has ultimate approval over any facility usage and fee changes.

Termination of Rental. Friends of the Free State Capitol, Inc. ("Friends"), its officers, agents and employees shall have the right to enter and be present at the premises at all times during an event to confirm that the user is complying with the terms of use. If Friends, determines, in its sole judgment, that the user has breached a term, Friends shall have the right to immediately terminate the use of the facility prior to the expiration of its term and prior to the conclusion of the event without any refund to the User.

ADDENDUM TO ALL FREE STATE CAPITOL RENTAL CONTRACTS

POLICIES AND GUIDELINES

RENTAL TIMES

• Contracts are based on access time – this access time is noted on the contract.

• Use of the Friends of the Free State Capitol, Inc ("Free State Capitol") facilities beyond the contractual time will result in additional fees.

FOOD POLICIES

• Users may contract with the caterer of their choice but the caterer must have a Food Service Agreement on file with the Free State Capitol at the time User contracts for the rental space.

ALCOHOL POLICIES

• All Users who wish to serve alcohol must disclose this on the User Contract.

• Any event serving any form of alcohol, must have the event catered by a Kansas licensed caterer who is responsible for the sale or distribution of all alcohol.

• No guests under the age of 21 years are allowed alcoholic beverages.

• User and its Guests are not permitted to bring their own alcohol.

• The bar must be closed one hour prior to the ending time of the event.

SECURITY

• Security is provided 24 hours a day to monitor and protect the facility – security will not police a User's event.

• Users are encouraged to procure additional security if they feel their event warrants the need. User must pay for additional security if alcohol is being served and for all evening events.

SET-UP

• An event set-up form will be completed through coordination between the User and Free State Capitol staff.

• Set-ups must be confirmed no less than two weeks prior to the event. Substantial changes to the set-up made less than two weeks prior to the event may result in additional charges.

• If a User's set-up requires more than 120 chairs then User will be responsible for renting/obtaining any chairs above that amount.

DECORATIONS

• No table or chair coverings are provided.

• No tape is allowed on walls, ceilings, or floors without prior approval of Free State Capitol staff.

• No confetti is allowed.

• All plants/flowers must be treated for pests (this is usually done by the florist).

• **No candles or open flames are permitted in the facilities**.

• Any lights or other decorations strung on plants and/or columns must be affixed and removed without any destruction to the plant/property.

MUSEUM GALLERIES

• If the contract agreement includes access to the museum galleries, Free State Capitol staff will coordinate a specific period of time (not to exceed 2-½ hours) for gallery access.

• A museum monitor will be present to open/close the galleries.

• No food or drink is permitted in the galleries.

• Adult supervision of children is required at all times.

_____ _____

User Signature Date