

*Addendum A - to the
Rental Agreement for the Castle Tea Room*

Conditions and Rules for the Use of the Castle Tea Room

These CONDITIONS and RULES apply to every event occurring in the Castle Tea Room, 1307 Massachusetts St., Lawrence, KS.

General Conditions and Rules for Use:

This Agreement is between the Castle Tea Room and the Renter whose signature appears below and is exclusive of any other party. Renter shall not attempt to transfer any rights gained hereunder, nor to sublet to another or to include any other party or event not described in the Rental Agreement to which this addendum attaches.

Renter's event will be a private affair by invitation only without an admission fee or cover charge, all attendees at the Event will be guests invited by the Renter. The Renter will not offer an open invitation to the general public for the Event.

Access to facilities:

Access to the facilities designated will be made available by a CTR representative at the specified time. A CTR representative will be in attendance at the event and available for facility management and security. He/she will not participate or mingle in the event more than is necessary for facility security or management and will inform the renter of his/her location in the building when away from the event. If the facility designated herein is not in use, access for planning the event will be made available at a time or times according to the operations schedule, and/or at times convenient for you and a CTR representative.

Wheelchair Assistance:

If the renter is aware of persons who will be, or who are, in attendance that has special needs or accessibility requirements, renter should make that fact known to the representative of the CTR who will assist renter and such person as needed. With notice CTR can provide a wheelchair capable of passing through the door openings of this historic building. A CTR representative will operate exterior lift, unless other arrangements are made.

Elevator and chair lift:

An elevator and chair lift are available for purposes of making the building accessible to all persons. It is requested that this equipment be used for that purpose. It is also appropriate for the caterer to use the elevator and to roll carts, etc., for access to the second floor.

Occupancy:

For events expecting more than 125 persons in attendance, it will be necessary to retain the use of the entire facility, i.e., the Castle Tea Room building and the Patio. In order to meet the requirements of the City of Lawrence Fire Code no more than 165 persons will be allowed in building at one time. Guests are only allowed to use spaces included in the rental agreement, guests do not have free access to entire facility unless it is rented. Certain rooms and areas are marked as off limits to all guests, in specific the third floor is not available for any public use.

Unruly Guests:

CTR staff reserves the right to ask any guest to leave the premises for any unruly behavior.

Closing Times and Event Breakdown:

The event or activity, (especially for outside patio use) shall conclude by 11:00PM Sunday-Thursday, and by 12:00PM on Friday or Saturday nights. Time periods of rental use include setup and take-down/cleanup time.

Event Cleanup:

Time required for subcontractor cleanup outside of the rental check out time listed on the Rental Agreement will be billed at \$50.00/hour and subtracted from the damage deposit or billed to host/renter. Castle Tea Room staff will provide ordinary clean up of rented spaces and allocated restrooms, extraordinary clean up of rented space or any cleaning required in unrented space will be billed at \$50/hour in 30 minute increments. This amount will be deducted from the damage deposit or billed to host/renter.

Spills:

Spills on carpets, drapes, or upholstery must be reported to CTR representative as soon as discovered. Renter or subcontractor will not attempt to clean spills on carpets, drapes, or upholstery. If professional cleaning is required the renter will pay 120% of the bill charged by the carpet cleaning company, which will be deducted from the damage deposit or billed to host/renter.

Damage Deposit:

Damage is considered to be any destruction to the building or its grounds or its furnishings beyond normal wear and tear.

The damage deposit, less any charges deducted from it for damages to the facility, extraordinary cleaning, and/or charges for time outside of the rental period, will be returned within seven days of the event together with an itemized statement of each such charge.

A credit card number may in some circumstances serve as the damage deposit. In those cases any charges will be assessed against the credit card on record.

Restrooms:

Women and Men's Restrooms are available in the basement, on the second floor, and in the patio support area if it is being rented. A unisex bathroom is also available on the main floor. Those renting only a room or rooms on the second floor will normally use the restrooms there. There is also a unisex bathroom at the base of the basement stairs for use by caterers or service persons. Restrooms are designated on the Rental Agreement, if other restrooms are used additional charges may be assessed.

Tables, Chairs, and other Furnishings:

Tables and chairs provided according to the seating plan designated and attached hereto, are for use indoors only. Tables are to be move or broken down by CTR representatives only. Antique furnishings are not to be moved, and should be treated with caution and respect. Standing on any table, chair or furnishing is not allowed.

Linens and Table Service:

The renter or caterer is required to provide all table linens, napkins, place settings and dinnerware, unless such service is offered by the Castle Tea Room.

Coat Racks:

Rolling coat racks are available to hang garments and place in temporary storage in a room in the basement. Garments and their contents remain the responsibility of the renter or his/her agent.

First Aid Kit:

A First aid kit is available on the premises. The CTR representative will inform renter of its location. Renter promises to inform the CTR representative if it is used without CTR representative's knowledge.

Utilities:

CTR agrees to keep all mechanical, electrical, and utility services in operational condition including: Plumbing for water, lavatory and toilet purposes, air conditioning for the comfortable occupation and use of the leased premises, and furnace for the comfortable occupation and use of the leased premises; The CTR shall not be liable for failure to furnish the utilities specifically described above to the extent such failure is the result of labor disturbances, governmental restrictions or priority, accident, necessity of making repairs, delays caused by labor or material shortages, or other causes beyond the CTR's control.

Temperature Control:

Heating or cooling as needed to keep the interior of the Castle Tea Room comfortable for the use of renter and its guests. CTR will attempt to maintain the temperature in the building at 72-76 degrees.

Lighting:

CTR has a versatile lighting system that includes possibilities for dimming and a variety of combinations of light settings. CTR will work with the renter to attempt to achieve the level of illumination desired by the renter. Only the CTR representative will be able to operate the controls for the lights. Renter will contact the CTR representative to request a change in the desired lighting if necessary during the renter's event.

Presentation Screen/s:

Presentation screens for overhead projection, video, or PowerPoint presentations are available in the 1st floor Cherry and Oak Rooms. CTR does not have or provide projection equipment. Renter will need to supply such equipment and cords if needed. Screens will be lowered and raised by CTR staff.

Food and Beverage Service:

The Caterer must be chosen from the approved list of caterers, or it may be possible to use a caterer who is not on the list after he/she meets with the CTR Representative in advance of the event. All caterers must satisfy CTR of his/her reliability, quality, applicable licensing, and willingness to meet CTR requirements for

cleanliness and care of the facility.

Beverages consumed in the facility or on its grounds may be provided by the caterer or the renter. Simple beverages may be offered by the Castle Tea Room.

The Castle Tea Room is not designed for rowdy and boisterous activities involving uncontrolled access to beer or spirits. In no case will pitchers of beer or alcoholic beverages be provided to individuals or their tables, or at a buffet for self-service.

The use of a keg inside the Castle Tea Room building is not permitted without special written permission of the CTR representative. Such permission will be dependent on the manner in which the beer will be served and by whom it will be served.

CTR representative has the ability to request removal any event attendee who exhibits reckless behavior.

The Renter and/or its Caterer assumes all liability for the legal consumption of any intoxicating beverage, pursuant of the Laws of the State of Kansas. The Renter and/or its Caterer assume all liability and responsibility for the care and control of any person who becomes intoxicated and for that person's actions in or about the Castle Tea Room at the time of the event.

Catering Service Areas:

Limited service areas are available for the event caterer on the 1st and 2nd floors and in the patio support area of the CTR. Generally, each catering area is expected to be used primarily in support of the facilities nearest it.

Food preparation is generally expected to take place off-site. Sinks, microwaves, refrigerators/freezers and a warming oven are available to caterers.

There are sinks available for partial cleanup, but there are no electric disposal units attached to the sinks. Any refuse deposited in the sink that causes it to become obstructed and requiring a plumber to reopen will be considered damage to the facility and 120% of the bill charged by the plumber will be deducted from the damage deposit.

The representative of the CTR will inspect the service areas (kitchen/s) at the beginning of the event with the caterer, and again at the end of the event, to insure that the kitchen is left in as clean and operational a condition as it was before the event.

Security Services.

If Renter deems security services to be necessary it may hire those services from any regular, bonded, professional agency it desires. If such services are deemed necessary by The Castle Tea Room representative, he/she will, after consultation with the Renter, hire such service as is deemed necessary and charge the cost to the Renter. Renter agrees to pay such cost and to have it deducted from the deposit if necessary.

Music and Entertainment:

Music and entertainment must be approved by a representative of The Castle Tea Room. Bands and entertainment or recorded music must not be performed or played so loud that it exceeds City of Lawrence Codes or becomes a nuisance to the neighbors. Respect will be accorded to any complaints by neighbors and the music or noise will be quieted. Particular respect will provided to the mortuary across the street from the Castle Tea Room.

Tent Tie-downs.

There are tie-downs in the patio area for the setting up of a tent. (See tent plans for specifications). Any such tent will be provided as per the rental agreement and will remain upon the stone pavers in the patio area. Under no circumstance should the renter or its agents/employees use any stakes to secure such. Serious and

expensive damage could be done to the heating and air conditioning system of the CTR. The renter will be responsible for costs arising therefrom.

Renter assumes responsibility for any damage to the tent during the event. CTR does not own tents, but will make appropriate arrangements for set up and breakdown of tent as per the rental agreement.

Parking:

The Castle Tea Room has limited parking available along the street and alley. The small parking lot west of the alley is the property of the Warren-McElwain Mortuary. The Renter of the Castle Tea Room and its guests are permitted to use that lot if there is not a funeral or other mortuary event occurring at the mortuary. Renter agrees to have its guests' vehicles removed from that lot if requested. The representative of the CTR will attempt to forestall such an issue by posting a sign at the entrances to that lot if there is an event occurring that will conflict with the renter's event. In such a case it will be necessary for Renter's guests to find parking on neighboring streets.

Host Responsibilities:

1. The Event Host and/or Renter is responsible for each guests legal and proper behavior during the event. The Event Host and/or Renter will be present during the event and they and their guests are subject to each of the policies and rules of CTR.
2. The Event Host is responsible for any damages caused by event related subcontractors. Subcontractors should carry appropriate licensing and insurance. The Castle Tea Room may provide lists of preferred subcontractors, but does not vouch for their licensing and insurance.
3. The Event Host will make known to guests that the antique furniture and fabrics in the Castle Tea Room are somewhat fragile and should be treated with care.
4. Removal or destruction property shall be charged to the event host, who may be subject to further action. This includes carpets, window coverings, furnishings.
5. All activities or functions held at the Castle Tea Room are by invitation only. "Open Invitation" or "open to the public" functions are not permitted without prior written consent of the Castle Tea Room.
6. Only invited guests who are 21 years of age or older may order or be served and consume alcoholic beverages.
7. The event host will be charged for any excessive cleanup required because of inappropriate conduct of guests. The Executive Director of the Castle Tea Room or his/her staff surrogate will be the sole judge as to the appropriate charges in such a case.
8. It is expected that the host and will remove everything brought into the facility for the event, and that they will remove all trash and place it in the dumpster in the alley west of the Facility grounds. Any item left more than 7 days will be disposed of. This includes items belonging to third parties, such as cake toppers, boards, pans, etc. Following the event the Castle Tea Room should be left in nearly the same condition of cleanliness as existed before the event.

Subcontractor/s Responsibilities:

1. The Caterer will instruct the service personnel to quickly collect cups or glassware placed upon woodwork shelves or mantles and to wipe up any fluids such containers leave as residue on the wood or glass protection plates. Service Personnel will be provided with, and carry, a clean dry towel for this purpose.
2. If desired, the renter or caterer will provide persons to receive garments for temporary storage on coat rack provided by the Castle Tea Room. Moving the racks to or from storage on the elevator must be

done carefully to avoid injury to persons or damage to the facility. Renter assumes all liability for garments and their contents checked during the event.

3. It is expected that the host and caterer will remove everything brought into the facility for the event, and that they will remove all trash and place it in the dumpster in the alley west of the Facility grounds. Following the event the Castle Tea Room should be left in nearly the same condition of cleanliness as existed before the event.
4. Deliveries must be made through the west, southwest, or north doors.
5. If Renter deems security services to be necessary it may hire those services from any regular, bonded, professional agency it desires. If such services are deemed necessary by The Castle Tea Room representative, he/she will, after consultation with the Renter, hire such service as is deemed necessary and charge the cost to the Renter. Renter agrees to pay such cost and to have it deducted from the deposit if necessary.
6. Items brought into the Castle Tea Room for events must be removed at the end of the event unless prior arrangements have been made and approved by the Executive Director of the Castle Tea Room. Any item left more than 7 days will be disposed of. This includes items belonging to third parties, such as cake toppers, boards, pans, etc.
7. It is expected that photographers will respect the premises and neither encourage inappropriate displays or conduct, nor encourage individuals to damage the flower beds by posing people in them.
8. Castle Tea Room employees are not responsible for providing personal services other than those required by their jobs.
9. The Caterer will inform Executive Director of any heating, cooling, or food or beverage production equipment that will be used on Castle Tea Room grounds, including BBQ equipment.
10. The Caterer may use heating and cooling equipment in service areas, but is responsible for cleaning interior and exteriors of appliances.
11. The Caterer is allowed to use service sinks, and three hole dish sink in service areas, but must clean at completion of event.
12. The caterer will check out with the Executive Director or designated staff person before leaving the premises.
13. Any food or beverage left behind will be disposed of.

Prohibitions:

1. Smoking is prohibited in and on the grounds of the Castle Tea Room.
2. Candles are not allowed.
3. Nothing may be placed on or hung from the chandeliers.
4. Nothing may be attached to the walls or the pictures or picture hooks in the picture rails unless hooks are provided by the Executive Director of the Castle Tea Room.
5. Nothing may be attached to the walls, window coverings, drapery rods, or woodwork.
6. No potted plants or other damp or sweating containers may NOT be placed upon the windowsills or other wood surfaces without specific written permission of the CTR representative. Even with that permission, it is the renter's, caterer's, or decorator's responsibility to see that woodwork is protected.
7. Nothing may be hung from the outside of the Castle Tea Room without advance approval of the Executive Director of the Castle Tea Room.
8. No tape, hot glue, cable ties, or wire is permitted on the hand rails.
9. No rice, confetti, bubbles and similar items commonly used for receptions are permitted. Only birdseed is permitted to be thrown on the Castle Tea Room's outside grounds.

10. Nothing may be scattered (petals, etc.) on floors inside the Castle Tea Room.
11. No interior furnishings may be used outside.
12. Only CTR staff may move or breakdown tables.
13. Standing on tables, chairs or furnishings is not allowed.

Items requiring preapproval:

1. All refreshments, food, and drinks must be provided by a professional caterer or other source approved by the Executive Director of the Castle Tea Room.
2. Liquor bottles for the sake of self service are prohibited except for specific occasions authorized by the Executive Director.
3. In general food should be served to seated guests. In the case of cocktails or other finger food being served to guests who are standing or walking about, it will be important to ensure that the caterer has sufficient help to collect plates and glasses before damage is done to the wood work.
4. All party decorations and furniture arrangements must be approved in advance by the Executive Director of the Castle Tea Room. Decorations of table tops are permitted, provided they do not contain large amounts of liquid.
5. Burning candles is not permitted. Battery powered candles may be used with preapproval.
6. Nothing may be placed in the Fountain without the advance permission of the Executive Director of the Castle Tea Room.
7. Music and entertainment must be approved by a representative of The Castle Tea Room. Bands and entertainment or recorded music must not be performed or played so loud that it exceeds City of Lawrence Codes or becomes a nuisance to the neighbors. Respect will be accorded to any complaints by neighbors and the music or noise will be quieted. Particular respect will provided to the mortuary across the street from the Castle Tea Room.
8. Areas for dancing, if desired, will be determined in advance in consultation with the Executive Director of the Castle Tea Room.
9. Only CTR owned tables, chairs or other furnishings may be used inside the Castle Tea Room unless approved in advance by the Executive Director.

I have read and agree to abide by the Conditions and Rules for Use of the Castle Tea Room

on this _____ day of _____, 20____.

Signature of Renter

Signature of Renter

Signature of the Castle Tea Room Representative