RENTAL AGREEMENT FOR USAGE OF THE INDEPENDENCE SENIOR CITIZEN AND COMMUNITY CENTER

The Center is a NO SMOKING facility
(Including restrooms).

Date: _____

This Rental Agreement is between the Independence Senior Citizens and Community Center, 2001 Jack Woods Parkway, Independence, Kentucky 41051 ("the Center") and, the following, hereinafter "**Renter**";

Name: _____

Address: _____

_____

Telephone Numbers: (Daytime) _____
(Evening) _____

Pursuant to the following terms and conditions:

1. The **Renter** desires to rent the following area(s) in the Independence Senior and Community Center :

Hall A –(up to 60 people no exceptions) rooms 110 & 109

Hall B–(up to 90 people no exceptions) rooms 108,107 & 106

Hall C – (150 people no exceptions) all rooms

Will Event be Catered Yes____ No____ Initial ____
Will Beer be Served Yes____ No____ Initial_____
Will Wine be Served Yes____ No____ Initial_____
Will Distilled Spirits be Served Yes__ NO____ Initial_____

Event:
_____

Number of Guests: _____

2. RENTAL PERIOD AND FEES: The Renter shall have the use of the rented portion of the premises on _____20___, between the hours of _____.M. and _____.M. This period should include set up time. The base rental rate covers up to four (4) hours **plus an hour set up time**. Additional time **if available** of up to 2 hours may be requested at the hourly rate of $100.00 for each additional hour needed. Anything less than a four hour rental period Monday through Thursday is at the discretion of the Parks & Recreation Director.

Premises must be vacated by 10 P.M. on weekdays and Sundays and by 12:00 A.M. on weekends. The facility is not available for rent on New Year's Eve, New Year's Day, Easter, Fourth of July, Thanksgiving, Christmas Eve and Christmas Day.

RENTAL CHARGE: The rental charge shall be the sum of $_____
Such charge shall cover only that portion of the premises rented (rental hall/meeting room, entry foyer, restrooms and patio/deck). The Renter and the persons attending the event shall not be permitted to use any other part of the building or equipment.

Rental fee is **as follows: Hall A - $160 resident and $200 non- resident; Hall B - $ 240 resident and $300 non-resident and Hall C - $ 400 resident and $500 non-resident**. The number of rooms needed may vary with table and chair set-up.

The rental charge includes the set-up of tables and chairs and clean up after the event. Renter must leave the facility and the grounds in the condition in which it they found it. If extraordinary clean up must be performed, the security deposit may not be refunded. Extraordinary clean up is at the discretion of the Center.

2. SECURITY DEPOSIT: An additional charge, paid with the application, shall be made to secure the intent to rent the facility and cover any damage or loss that may occur to the premises or its contents, and only after it has been determined by the Center that no damage has been done to the building or loss to its contents during said event shall it be refunded. The deposit rate

shall be determined by the amount of space used for the event. **Hall A** rental = $100.00, **Hall B rental** = $150.00,–**Hall C rental** = $200.00. The deposit may be held for up to four (4) weeks following the date of rental. The Renter may request a tour of the building and a review of its contents prior to the event in order to verify the condition of the building and its contents. Any damage or loss occurring to the building or its contents shall be the responsibility of the Renter. To the extent required, the damage of the deposit shall be used to repair any damage or pay for any loss. Any damage or loss occurring in excess of the deposit shall be paid to the Center immediately upon demand. This may include the cost of time spent by any Center employee, volunteer, or contractor (including materials) needed to clean or repair the premises or disperse the group or deal with disturbances. Persons signing this permit agree to make immediate settlement for any such cleaning, loss, breakage, etc.

An application must be made by submitting this rental agreement form properly signed with payment in full by check(s) or money order. Applications **and insurance certificate** must be filed with payment in full at least **30 days** before the event. **If the Agreement is signed within the 30 days time frame, the entire rental fee and deposit are due at the time the Agreement is signed.** The check must be made payable to the City of Independence. **No third party checks shall be accepted by the City. The name and address on the check issued for all payments shall be as it appears on the Rental Agreement.**

4. ACTS BEYOND THE CENTER'S CONTROL: In the event the hall is not available due to an act of God or other casualty, the rental charge and any deposit shall be refunded in full. The Center shall not be responsible for the unavailability of the premises due to an act of God or other casualty. Renter's sole and exclusive remedy shall be a return of the rental charge and security deposit.

5. TRANSFERABILITY**:** The right to use the premises is not transferable.

6. POLICE/ SECURITY: In the event that the Center should deem it necessary to have police/security (City or County) at the

function, it shall be the responsibility of the Renter to engage such personnel at Renter's expense.

7. REFUND OF RENT: The room rental fees paid will not be refunded unless a cancellation occurs more than **fourteen (14)** days prior to the date of the event**.** The Security Deposit will not be refunded upon cancellation.

8. ALCOHOLIC BEVERAGES: The Center does not maintain a liquor license. It is the responsibility of the Renter to obtain any licenses or permits necessary to serve alcohol at an event. **To dispense alcohol, appropriate host (Renter) liability insurance in the amount of $500,000 must be provided to the city naming the city as an additional insured on the policy. No minors are permitted alcohol under any circumstances.**

9. GAMBLING: The **Rente**r is not permitted to engage in gambling or gambling type activities in the Center.

10. CATERING: The Renter may furnish his/her own caterer. The entire kitchen area will be strictly prohibited to everyone except employees of the city.

The caterer must furnish a Certificate of his/her own liability Insurance policy in the amount of $500,000 to the Center as outlined herein.

11. EQUIPMENT AND SUPPLIES: Tables and chairs shall be furnished by the Center to adequately seat the number of persons stated on this Agreement. Renter must supply cups, linens, china, flatware, etc., and is responsible for food, drinks, snacks, decoration, etc.

Only table decorations or free standing decorations are permitted (if using candles they must be in glass containers). Decorations may not be hung on walls or ceilings.

Glitter, rice, confetti, bird seed or any other like materials are not permitted. Also fish and animals are not permitted in the building. Renter is required to remove and properly dispose of all decorations.

12. INSURANCE AND LIABILITY: Neither the City of Independence's nor the Independence Senior Citizens & Community Center, Inc.'s insurance will protect either the Renter or the Renter's guests, employees, agents, servants or caterer from claims arising out of the Renter's use of the rented premises. Renter is strongly advised to consult with Renter's legal counsel and insurance agent to determine both liability exposure and insurance protection available to Renter when hosting the event for which the premises are being rented this is true if alcoholic beverages are served or are not served.

13. COMPLIANCE WITH LAWS: The Renter agrees to comply with all laws of the state of Kentucky and the United States of America, and the Renter agrees not to use or occupy the premises for unlawful purposes or permit others to use the premises for unlawful purposes, and will conform to and abide by all laws and regulations of any governmental body or agency, and the rules and regulations of the Center regarding said premises or the use thereof.

14. DAMAGES: The Renter, in consideration of this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby stipulated, does hereby agree to indemnify and hold the City, its council, employees, officers, and the Independence Senior Citizen's and Community Center, Inc., its officers and members, free and harmless of any and all demands, causes of action or any other claims whatsoever for damage to property, or injury or death to persons, arising out of, or connected with , the rental and use of the premises by the Renter and all persons attending the event.

15. PARKING: The parking lot accommodates approximately 150 regular parking spaces and seven handicapped parking spaces. Parking is shared with Memorial Park. The City and the Center assume no liability or responsibility whatsoever for inadequate parking for event participants or damages to any vehicles or contents thereof.

16. LOUD DISTURBANCE: Excessive noise shall not be permitted on city property. It is the responsibility of Renter to control such things as music, speakers, boisterous participants, etc. Failure to control may result in closing of event in addition to any criminal charges that may result.

17. AUTHORITY OF SIGNATURE: The person(s) executing this Agreement, for and on behalf of the Renter, hereby warrant that he/she is authorized to act in such a capacity and has been duly authorized by such organization, and hereby assumes personal liability for the costs of excessive cleanup of the premises, breakage or removal of the Center property by the Renter or any members or guests thereof. In case this permit is issued to a group of persons under 21 years of age a minimum of two persons 21 years of age or older must be present at all times. This agreement must be signed by a person at least 21 years old who will be present. Neither the City of Independence nor the Center is responsible for loss of or damage to personal property.

I hereby certify that I have reviewed the above contract provisions and hereby agree to the terms and conditions hereof. I also certify that I have received a copy of the rules and regulations

_____
SIGNATURE OF RENTER

_____
INDEPENDENCE
PARKS & RECREATION DIRECTOR