

CONTRACT

This Agreement made and entered into on the ____ day of _____, 2019 between the **CITY OF ELSMERE, KENTUCKY**, hereinafter referred to as “OWNER” and _____, hereinafter referred to as “TENANT”.

WITNESSETH

WHEREAS, the City of Elsmere, Kentucky is the owner of certain real estate located at 179 Dell Street known as the “**The Elsmere Senior Center**”; and hereinafter referred to as the “**Center**”; and

WHEREAS, the City offers for rent on a daily and/or hourly basis, a hall located in the Center known as “**UPSTAIRS and DOWNSTAIRS**”; and

WHEREAS, Tenant is desirous of renting the “*Upstairs*” or “*Downstairs*” from the City during a certain time and date as set forth herein below pursuant to the terms and conditions set forth hereinafter; and

WHEREAS, the City is willing to rent the “*Upstairs*” or “*Downstairs*” to the Tenant during the time and dates set forth herein below pursuant to the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed by and between the Parties as follows:

1. TENANT

A. Any person and/or legal entity shall be eligible to be a Tenant, however; all citizens and residents of the City of Elsmere, Kentucky shall be given preference in regard to renting the premises including scheduling, deposits and rental fees.

2. FACILITY RENTAL FEES:

If a city representative is required to be on site during decoration, key delivery, or any other reason such service will be billed at a cost of \$50.00 per hour.

RENTAL PERIOD:

For one (1) time events which do not occur on a regular basis, i.e. classes, etc. the facility shall be rented for a period of eight (8) hours (8 AM – 4 PM or 5PM – 1AM) at the rates as set forth below. This shall include all set up and clean up. **All clean up must be completed and the facility left vacant by 1:00 AM for the later rental.** Access to facility is only permitted on day of event. **If tenant accesses facility prior to day of event for set up or any other reason the security deposit may not be refunded. If the facility is not vacated at the agreed upon time security deposit may not be refunded.**

- City resident - \$150.00 rental plus \$100 deposit (Upstairs Unit)
- Non-resident - \$250.00 per rental plus \$100 deposit (Upstairs Unit)
- City resident - \$200.00 rental plus \$100 deposit (Downstairs Unit)
- Non-resident - \$300.00 per rental plus \$100 deposit (Downstairs Unit)
- City resident - \$450.00 rental plus \$100 deposit (Entire Facility)
- Non-resident - \$500.00 per rental plus \$100 deposit (Entire Facility)

Fee must be paid when booking is made. No reservation will be accepted without the total fees and key deposit. Key may be picked up no more than twenty-four (24) hours in advance of rental date, and must be returned the day after the event, or the Monday following a weekend event. Key deposit will be refunded upon return. (City resident is defined as a homeowner who pays city taxes or any person who lives within the city limits.)

No city resident may rent for another non-resident.

All deposits will be mailed by regular United States Mail to the address on this agreement within thirty (30) days of Key Return and Building Inspection.

3. SECURITY DEPOSIT AND REFUND POLICY:

a. A deposit of One Hundred Dollars (\$100.00) plus add-on deposit (if any) must be received on the date of this contract.

b. NO **REFUND** of Deposit will be returned given upon cancellation with less than forty-five (45) days notice.

c. No refund whatsoever will be given if agreement is terminated by actions of persons attending the event or by actions of persons attending the event or by actions of Tenant, its agents, servants or employees.

d. The security deposit will be returned provided the facility is cleaned to the same condition that existed immediately prior to the event. The cleaning shall include, without limitation:

- garbage removed
- restrooms cleaned
- water turned off (kitchen, restroom facilities)
- lights turned off
- all equipment including kitchen facilities turned off and cleaned
- windows locked
- thermostat controlled accordingly
- furniture in proper place
- outside doors locked
- floors cleaned of any spills or debris
- decorations not belonging to the city shall be removed
- outside grounds to be trash and cigarette trash free

No storage of items allowed for classes, clubs, organizations, etc.

Any rules not followed by the Tenant may result in deposit being forfeited by tenant. Deposit may be forfeited if fire alarm accidentally activated, resulting in fire department response.

In the event that at any time after the date this agreement is signed and before or during the time the facility is rented, the owner should be materially hampered, interrupted or interfered with in the carrying out or completion of this agreement by reason of fire, casualty, black-out, strike, unavoidable accident, riot, war, act of God or any local or national emergency or unusual condition or any other cause of the same or similar kind then, in that event, this agreement, at the option of the owner shall become null and void and tenant(s) shall not be entitled to any use of said facility. The rental fee and security deposit shall be returned to the tenant(s) within seven (7) days subsequent to any of the aforementioned events.

4. FACILITY SETUP:

A city representative will consult with the Tenant(s) on how the facility will be set up to accommodate the tenant's needs. Actual setup of furnishings will be done by the tenant. Decorations will be limited to tables only; no decorations will be allowed on walls without the use of Command strips (**NO tape, staples, etc allowed**). Tables and chairs may not be set against the walls.

Any damage done to said property shall be the responsibility of the tenant. This includes, but is not limited to, physical damage to the structure, walls, ceilings, floors, doors, windows, utilities, outlets, alarms, furniture and appliances.

5. SMOKING:

There will be **NO SMOKING** in any of the rooms of the Elsmere Senior Center. Outside cigarette receptacles are available for smoking outdoors. **NO** cigarette butts on ground. Cleaning of the outside by the city will result in forfeit of deposit.

6. INSURANCE AND LIABILITY:

Tenant agrees to indemnify the City of Elsmere, Kentucky for any damage done by the Tenant, guests or employees of the Tenant, or its caterer to the premises rented herein; Tenant also agrees to save, hold harmless, indemnify and defend the City of Elsmere, Kentucky, its representatives and assigns, from any and all claims arising from the dispensing of alcoholic beverages, from any and all claims for personal injuries or property damage which may be brought against the City of Elsmere, Kentucky, its representatives or assigns, for injuries arising out of the activities of Tenant, Tenants' guests, agents, servants or employees.

Tenant shall maintain for the benefit of Tenant and his/her guests, a policy of general liability insurance with bodily injury and property damage limits of not less than Three Hundred Thousand Dollars (\$300,000.00) per incident. Such insurance shall name the City of Elsmere, Kentucky as additional insured for the date(s) of the event for which the premises are rented. Tenant shall provide the City of Elsmere, Kentucky with the appropriate Certificates of Insurance.

Food caterers shall not be permitted to service the event unless liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) is carried by the caterer. Such insurance shall name the City of Elsmere, Kentucky as additional insured for the date(s) of the event for which the premises are rented. Such insurance shall name the City of Elsmere, Kentucky as additional insured for the date(s) of the event for which the premises are rented. Such insurance shall also state that coverage provided to the City of Elsmere, Kentucky is over and above any liability insurance showing that the caterer is in compliance with this requirement shall be provided to the City of Elsmere, Kentucky at least ten (10) days prior to the event or the caterer will not be permitted to service the event.

The insurance of the City of Elsmere, Kentucky **WILL NOT** protect either the Tenant or the Tenant's guests, employees, agents, servants or caterer from claims arising out of the Tenant's use of the rented premises. Tenant is strongly advised to consult with Tenant's legal counsel and insurance agent to determine both liability exposure and insurance protection available to Tenant for which the premises is being rented.

7. The **TENANT** agrees to hold harmless the **Owner** and its agents from any and all claims, suits, actions, damages, or causes of action arising during the rental term, for any personal injury, loss of life, property, and/or damage to property sustained in or about said premises, and from and against all cost, expense, and liability incurred in and about any such claims, the investigation thereof or the defense of any action or process brought thereon, and from and against any orders and/or judgments that may be entered therein.

8. The individual signing this lease on behalf of the renter does hereby and personally guarantee that he/she has full authority to act on behalf of the renter in the execution of this lease agreement. The signer must be 21 years of age or older. All cases of disagreement arising herein, the statutes and laws of the Commonwealth of Kentucky shall govern. The tenant further states that he/she does not intend to, and will not, use said premises for any other purpose that will constitute any violations of city, state, or federal laws.

9. The owner assumes no risk. Tenant releases the owner of any and all liability for damages, injury, or loss to any person, good, merchandise, or machines from any cause whatsoever. Further, the tenant hereby covenants to indemnify and save harmless said owner from any damage, injury or loss from any cause, whatsoever, arising in or out of said party of the tenant(s) use or occupancy of the building or premises.

10. Rental agreement is for the Upstairs and Downstairs rooms only.

11. No sign, advertisement, notice, or other attachment shall be inscribed, painted, or affixed on any part of the outside or inside of the building. Nothing shall be pinned, nailed or tacked on walls or facings of doors. No decorations may be attached to facings and pictures. Command Strips may be used on walls and doors. (If damage to surface occurs, your deposit is forfeited to cover repairs)

12. The owner has free access to the premises during the term of the lease.

13. Attorney Fees: Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including reasonable attorney fees.

14. Governing Law: This Lease shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Kentucky.

15. Severability: If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

16. Binding Effect: The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

17. Descriptive Headings: The descriptive headings used herein are for the convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

18. Construction: The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

19. Non-Waiver: No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenant's duties and liabilities hereunder.

20. Modification: The parties hereby agree that this Lease contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

21. Policies are subject to change at any time.

I have read the rental requirements and I am in agreement with the terms and conditions.

TENANT:

CITY OF ELSMERE, KY:

TENANT SIGNATURE

BY: _____

ADDRESS

TITLE:

TELEPHONE NUMBER

DATED: _____

DATED: _____