

## RENTAL AGREEMENT FOR YOUNGS PARK

Any group or civic or philanthropic organization wishing to use Young's Parks at a reduced rate or without cost, or sale tickets at the door, must be approved by the Board of Commissioners in advance. The rental of Young's Park is to be used solely for family oriented events and civic/philanthropic events. The rental of the building may not be used to promote or sell merchandise. Rental of the indoor portion of the pavilion does not include the outdoor portion. The outdoor portion is to be on a first come first serve basis and open for public use. The park and premises close at dark.

For all rentals, a responsible person over twenty-one (21) years of age shall sign for the rental and be personally responsible for complying with the rules and regulations of the City concerning the rental. The City reserves the right to refuse rental to any group, person or persons, who in the sole discretion of the Board of Commissioners do not meet City guidelines or fail to abide by the rules and regulations established by the City. Responsible adult chaperons must be present at Young and Teenage events. Reservations will be made at City Hall.

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the City of Harrodsburg, Kentucky, hereinafter called "Owner" and

\_\_\_\_\_, hereinafter called "Renter".

WITNESSETH: That the OWNER hereby rents to the RENTER the following for the period of

(date) \_\_\_\_\_, (time) \_\_\_\_\_.

1. The RENTER will pay the OWNER-CITY, depending on rental times, a rental fee of \$75.00, (for half a day 10a.m.-4p.m. or for 5p.m.-10p.m.) or a rental fee of \$125.00 for the entire day (10a.m.-10p.m.) one-half of the rental fee, which shall be one-half of the total amount due, (including consecutive days) is to be paid within 7 days of reservations and the balance of the rental fee due and payable before the key is picked up; or if the facility is rented for consecutive full days or half (½) days, the rent shall be as follows: \$62.50 per day of each consecutive full days and \$37.50 for each consecutive half (½) and shall be due and payable as set out above. The time for each consecutive or half (½) day shall be for full day (10a.m.-10p.m.) and for half (½) days shall be either (10a.m.-4p.m. or 5p.m.-10p.m.).
2. The RENTER will also provide the OWNER (in a separate check) with \$50.00 damage deposit. This is also due and payable at the time the key is picked up. Keys will be picked up at City Hall solely by the RENTER upon execution of the contract. The key will be made available to the RENTER the evening before the event on a weekday and on Friday for weekend events. Lost keys will result in a \$15.00 charge.
3. The RENTER, in the use of said premises agrees to conform to the Rules and Regulations established by the OWNER which are incorporated into this rental agreement and will comply with City ordinances and the laws of the Commonwealth of Kentucky, and the United States.
4. The RENTER, after termination of this agreement, will surrender possession of the premises in the same condition as on the date of commencement of this agreement and if the premises shall be damaged by the action or negligence of the RENTER, renter's agents, employees, patrons or guests, the RENTER will forfeit the rental deposit and pay to the OWNER on demand such additional sums as may be necessary to restore the premises to their prior condition and compensated for all such damages. The RENTER is required to leave the premises in a general state of cleanliness both within and outside the building. If it is determined that a RENTER has previously violated the terms of a rental agreement, a \$100.00 damage deposit will be required. If this rental agreement is violated the City reserves the right to refuse any future rentals.
5. The RENTER is solely responsible for maintaining law and order both within and outside the building at all times. The RENTER is solely responsible for the conduct of all participants in attendance at any function sponsored by the RENTER.
6. The RENTER agrees to save harmless the OWNER and its agents from and against any and all claims, suits, actions, damages and/or causes of action rising during the terms of this agreement, for any personal injury, loss of life, property and/or damage to property sustained in or about the said premises, and from and against all costs, expenses and liability incurred in or about any such claims the investigation thereof or the defense of any action or process brought thereon, and from any orders and/or judgments that may be entered therein.
7. Deposits cannot be waived except for City Commission approved City work related functions. Reservation deposits must be received by the City within seven (7) days after reservation is made and are non-refundable and non-transferable

to another date. If the reservation is honored by another approved group the reservation deposit may be refunded. (Reservations made less than seven (7) days prior to intended use will require deposits at the time reservations are made).

8. Rental charges will only be waived or reduced after a formal request for each date has been approved by the Board of Commissioners. The City will not be responsible for setting up or cleaning up for free or reduced rentals.

9. The City shall not loan any items from the facilities without the prior approval of the Board of Commissioners and a signed receipt by a responsible person of the approved loanee. Any expense incurred by the City (if approval is granted) will be reimbursed by the loanee within ten (10) days. The items will be returned immediately after their use and the condition of the items will be recorded and the receipt signed.

10. The RENTER agrees to abide by the following rules and regulations, if not it could jeopardize your damage refund:

- A. No firearms are permitted.
- B. The building is a smoke free environment.
- C. No illegal activities shall be permitted on the premises; including allowing minors to use alcohol.
- D. No yard sales will be permitted on the premises.
- E. The sale of tickets for approved civic/philanthropic organizations at the door is permissible if the civic/philanthropic organization can demonstrate that the proceeds from the ticket sales bear a direct benefit to the community and are not used for personal gain. For all other rentals, ticket sales for approved charity/private events rentals must be sold in advance. Ticket sales or donations at the door shall be prohibited.
- F. The stove may be used to warm up food, but not to prepare food.
- G. No nails or staples are to be used on the walls or ceilings.
- H. All decorations are to be promptly removed from the premises after an event as part of the required clean up in order to receive the RENTERS damage deposit.
- I. A 10:00 p.m. curfew is observed.
- J. The thermostat is programmed at a comfortable setting is not to be adjusted.
- K. No DJs or loud music will be permitted.
- L. Secure all doors and windows before leaving premises.

BY: \_\_\_\_\_  
Responsible Person(s)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DRIVER'S LICENSE NUMBER: \_\_\_\_\_

Key # Issued: \_\_\_\_\_ Key Returned: Yes \_\_\_\_\_ No \_\_\_\_\_

This rental agreement supersedes and suspends all prior rental agreements, guidelines, and rules and regulations for rental of Young's Park Community Center and is effective 5/08/2017.