



BOONE COUNTY
KENTUCKY

Historic Courthouse Facility Use Agreement

This agreement is entered into between Boone County (hereinafter referred to as "COUNTY") and applicant (hereinafter referred to as "GUEST") to use the Historic Courthouse facilities located at 2988 Washington Street, Burlington, KY 41005 subject to the following terms and conditions:

Applicant Name Karen Wiebe / Cooper High School Drama Club
Home Phone 859-384-5040 Cell 513-460-9991
Address 2855 Longbranch Rd Union KY 41091
E-Mail Karen.wiebe@boone.kyschools.us
Event Date 5/4/20 Event Times 5-9 pm

Schedule of Charges and Fees:

Security Deposit: 200 \$200.00 Main Hall/ \$50 Small Meeting Room, (Unless County Approved Use)

Room Rental Fee

☐ \$0 County Departments/ County Approved Use

☐ \$20 Small meeting room

☐ \$50 Main Hall - 4 hours/ Boone Resident

☐ \$100 Main Hall - 4 Hours/ Non-Boone Resident

☒ \$100 Main Hall - 4 hours +/- Boone Resident

☐ \$200 Main Hall- 4 Hours +/- Non-Boone Resident

Room Set-Up/Costs:

☐ Standard- (100 chairs, theater-style / 2 tables): \$0

☐ Banquet Style, Small (Up to 10 tables with chairs): \$50/ Number of Chairs Requested:

☒ Banquet Style, Large (Up to 20 tables with chairs): \$150/ Number of Chairs Requested:

100

☐ Classroom Style (Up to 15 conference tables facing presenter): \$50/ Number of Chairs Requested:

☒ Other: Projector & Screen 25

TOTAL Charge (Including Security Deposit): \$425

Deposit _____ Received: _____ County: _____ Guest: _____

Payment: _____ Received: _____ County: _____ Guest: _____

Deposit returned: _____ Damages: _____

1. **USE:** The Historic Courthouse is available for the following uses: Meetings/seminars, Arts/education, Celebrations and other events as approved by the County Administrator. The facility is not available to be scheduled for recurring events. The facility shall not be used for fundraising. Groups may charge to recoup the cost of the approved event. No outside furnishings may be brought into the building without prior written permission. The Facility is tobacco free.
2. **RESERVATION/SECURITY DEPOSIT.** GUEST agrees to pay a security deposit of \$200, Room Rental Fee and Charges for Additional Services at the time of booking to hold the date for the event. In addition to the fee described above, GUEST will be responsible for paying any and all additional expenses incurred by GUEST and/or the COUNTY in support of or as a result of the use. Such expenses may include, but are not limited to, non-routine cleaning costs, security costs, parking fees. GUEST shall pay to COUNTY the amount of two hundred dollars (\$200), which shall be held by COUNTY as a security deposit for any damage to the facility or other loss or expense incurred by COUNTY due to the use of the facility by GUEST. In the event that there is any damage, loss or expense incurred by COUNTY due to the use, GUEST agrees and acknowledges that COUNTY may use the security deposit for payment of same without prior approval of GUEST. The amount of the security deposit paid hereunder is not a limit of GUEST's liability to COUNTY for damage, loss, or expense and any claim for same by COUNTY shall be paid immediately by GUEST.
3. **CANCELLATIONS.** If the event is cancelled in writing at any time 30 calendar days prior to scheduled event, the agreement shall be terminated without penalty and the \$200 security deposit will be refunded. Cancellations made less than 30 days in writing shall forfeit 50% (\$100) of the deposit.
4. **AVAILABILITY.** The Historic Courthouse shall be available from 8am to 10pm Monday-Thursday and 8am to midnight on Friday and Saturday. The facility is closed on all County Holidays. Reservations will not be accepted more than six months in advance. GUEST shall have access to the facility two hours prior to scheduled start of the event and one hour from the scheduled end of the event for decorating and set-up. Any exception shall be requested and approved in writing.
5. **FOOD AND BEVERAGES.** No food may be prepared in the facility. All food and beverages must be previously prepared or obtained through a licensed caterer. Alcohol is prohibited and will be promptly confiscated and criminal charges may result.
6. GUEST shall make no temporary or permanent modification to the property without the prior written consent of COUNTY. This includes affixing ANYTHING to walls, doors, windows or any other surfaces in any way, use of personal furniture or fixtures, affixing props or promotional sets, backdrops or drapes or altering the facility in any way that does not conform with its use as a meeting room.
7. GUEST agrees to use and occupy the facility in accordance with all COUNTY policies, regulations, rules, and practices and with all applicable county, state, and federal laws, including but not limited to fire codes. GUEST may not use COUNTY's names or marks, or imply COUNTY endorsement or support, without express written permission from the County Administrator.
8. GUEST is responsible for providing all necessary and appropriate safety precautions and instruction to all participants and attendees at GUEST's activity. This includes additional security or other services which may be required by COUNTY. Guest shall not permit attendees to use other facilities. GUEST is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees. Attendees of GUEST not conforming with these policies or who create a threat to the safety of others will be asked to leave the premises and/or subject to removal by law enforcement agents.

9. Any personal property left on the premises shall, after a period of ten (10) days from conclusion of the event, be deemed abandoned and shall be disposed of at COUNTY's sole discretion.
10. This agreement is between Guest and the County ONLY and shall not be assigned to any party. Guest agrees not to allow any other person, group, or entity to use the property during the scheduled time(s) without the prior written consent of COUNTY.
11. GUEST hereby agrees to indemnify and hold harmless COUNTY against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of GUEST with regard to the property including negligent acts or omission of any direct or indirect employee of GUEST. A certificate of Insurance listing the COUNTY as an additionally insured party may be required for group events.
12. This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.
13. This agreement is subject to the jurisdiction of the Commonwealth of Kentucky. Any claim shall be filed with the court of appropriate jurisdiction seated in Burlington, Kentucky. If any provision of this agreement is deemed to be invalid by a court with competent jurisdiction, the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement for the Boone County Historic Courthouse.

Kate King
Office Manager
Boone County Property Maintenance

Date

Karen Wise
Guest Signature

Karen Wise
Guest Printed Name

11/9/20
Date