City of La Grange KY
Beaumont / La Grange Community Center
307 W. Jefferson Street
LaGrange, KY 40031

John W. Black, Mayor Mayor@LaGrangeKY.net



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Stephen Hall, Parks Director 502-222-1433 shall@LaGrangeKY.net

Date: August 31st, 2023

Beaumont / La Grange Community Center Rental Agreement

The City of La Grange (herein after called "COL") hereby grants permission to:

Josh Leslie (OCHS BBB)

Phone Number: 502-548-8532

(herein called the "Lessee") to use: **Gym** at the Beaumont / La Grange Community Center located on (see date and time below):

Wednesday 9/6/2023,9/13/2023,9/20/2023 - Thursday 9/7/2023,9/14/2023,9/21/2023- 4:30pm to 6:00pm

NOTE: Scheduled rental time includes set-up and clean up time. No early entry permitted for set-ups. The Community Center is closed at 9:00 p.m. Events must end by 8:30 p.m. to allow for 30 minutes of clean-up time.

It is specifically agreed between the parties hereto that the above-mentioned facility may be solely used for the purpose of:

Practice

In consideration for this permission, the Lessee agrees to:

- Pay COL \$225.00 with 100% of that required by 4:30 pm 9/6/2023 as a nonrefundable advance deposit. If an event is booked within thirty (30) days of the event date, the Rental Fee is due in full on the day of booking and is nonrefundable.
- Pay the remaining rental fee balance **AND** submit a separate Cleaning/Damage Deposit in the amount of one hundred dollars (\$100.00) no later than **09/6/2023**.
- Sign and return the Rental Agreement via mail or email to COL.
- Make checks to: City of LaGrange

Terms and Conditions:

Cancelation Policy:

In season cancelations given at least thirty (30) days prior to the practice date, COL will refund 50% of payment for cancelled practice. If notice of cancelation is given less than thirty (30) days prior to the practice date, all funds paid to date will be retained by COL. Prior to season beginning, cancelations given at least thirty (30) days prior to the practice date, COL will refund 100% of cancelled practice. Your team is considered "in season" following first practice.

COL reserves the right to cancel any event for the following reasons:

- Failure to pay the **Booking Fee** by 4:30 p.m. **09/6/2023**.
- Failure to return a signed copy of the Rental Agreement by 09/6/2023.
- Failure to pay the remaining balance AND provide a one hundred dollar (\$100.00) Damage Deposit by 09/6/2023.

Damage Deposit Policy:

A \$100.00 Cleaning/Damage Deposit, in the form of a separate check, is required to be submitted by **09/6/2023** and will be kept on file with the Lessee's contract. The deposit will be returned to the address provided during the week following the event, if the facility is left clean and undamaged. The Lessee is responsible for any damages to COL property resulting from the aforementioned event, including damages in excess of \$100.00. If a deposit is held for damages, the Facility Coordinator will contact the Lessee the next business day after the event to discuss the assessed damage and any additional payment due.

Set-Up Policy:

COL is responsible for the set-up of **only** the tables and chairs used during the aforementioned event. Tables must be covered to prevent damage. Attaching items to walls or doors is prohibited. If the Lessee is using outside vendors, drop-off for the event and pick-up after must be within the above mentioned rental times. Linens may be available to rent for \$5 per table.

Clean-Up Policy:

COL requires dishes, linens, sound equipment, and any other items brought into the facility by the Lessee to be removed by the Lessee within the above mentioned rental times. This also applies to all vendors contracted by the Lessee. If items are left, COL assumes no responsibility for those items. Lessee is responsible for leaving the facility in a clean and acceptable condition and disposing of all trash in the provided containers.

Late Departure Policy:

If the Lessee fails to exit the building by the time agreed upon above, the Lessee will be subject to an additional fee, up to \$50.00 for each half-hour past the above mentioned rental time. An invoice will be sent to the address above for the additional time used by the Lessee, and the Damage Deposit will be held until the invoice has been paid.

Alcohol Policy:

Alcohol is permitted in the Community Center only when provided by a Caterer approved by COL. Approved caterers must hold the necessary licenses to serve alcohol, completed the STAR training course through KYABC, carry appropriate liability insurance (up to \$1 million per occurrence), and list City of La Grange as other additional insured. No alcohol may be brought into the Community Center, except that which has been sold to the Lessee by the approved Caterer. No alcohol may be served except by the approved Caterer's staff. No shots of alcohol may be served. The Caterer must stop serving alcohol 30 minutes prior to the end of the event.

Vendor Policy:

The Lessee may use any vendor of their choice, except when serving alcohol. Alcohol may be served only by a COL approved Caterer. COL does reserve the right to require proof of liability insurance from other vendors. The Lessee must inform vendors to bring all necessary equipment, COL does not have replacement items if something is forgotten.

Smoking Policy:

Smoking of any kind is prohibited in the Community Center. Designated smoking areas are on the back patio of the facility or at the far left or far right of the facility. Smoking is prohibited at the front entrance of the facility.

Parking Policy:

The Community Center has parking in the front of the building, side and back. Overflow parking can be directed to the public parking lot adjacent to the church. Any vehicle parked on the grass or parked in a way that obstructs emergency vehicles accessing the Community Center, will be towed at COLs discretion.

Prohibited Items:

COL does not allow the following items in the facility:

- Confetti and glitter.
- · Fireworks, sparklers, and explosive materials.
- Firearms and weapons (other than law enforcement)
- Illegal drugs

Facility Coordinator

Other Notes:

- COL reserves the right to decline any proposed rental for any lawful reason.
- Gambling or bingo must provide proof of permit from the State Gaming Commission
- Wi-Fi access and a large screen TV are available for use. However, technical support is not available during events.
- COL reserves the right to cancel any reservation.
- Cash deposits not picked up within 30 days will be forfeited.

Policy infractions will result in <u>DISMISSAL</u> from the facility and premises and/or NO REFUND OF DAMAGE DEPOSIT and/or DENIAL of future facility use requests.

RELEASE OF RESPONSIBILITY: I, the undersigned "User" do hereby agree for myself, my heirs, executors, and assigns that City of La Grange and any agents, officers, employees, and sponsors thereof, shall be released from any and all claims for personal injury or injury, loss, or damage to personal property suffered or sustained by me or others in connection with, or arising out of or resulting from, any and all activities associated with the aforementioned event while on or about the premises of the United States, Commonwealth of Kentucky, Oldham County, City of La Grange, Beaumont / La Grange Community Center Site. I also agree to indemnify, defend, and hold COL harmless from any and all claims arising from or in connection with rental of the facility. I further assume the risk of personal injury, loss, or damage to myself or others and loss, injury, and damage to property while on the above premises, traveling to and from the premises and while participating in the above event. I am responsible for the security, safety, and medical care of all invites to my event. I am aware of the location of the defibrillator and fire extinguishers in the facility and I am familiar with their proper use.

Total Rental Fee: \$	Amount	Due	Complete	Form of	Staff
Payable to: City of La Grange	Due	Date	✓	Payment	Initials
Rental Fee (10% off of \$225)	\$202.50	9/6/23			
Remaining Balance					
Damage Deposit	\$100.00		waived		sh
Signature					

Signature indicates agreement with all terms and conditions here	e in. 9/1/23	
Authorized Representative (User) // Title (if applicable) Oldnam County Schools		Date Signed
Organization (if applicable)		
In witness of:		

Date