

## Henry Clay-Contract & Rental Agreement

Event Date: 4-27-24

Client Name(s): SOUTH OLDHAM HIGH SCHOOL

Email: Stephanie.lally@oldham.kyschools.us Phone: 502-241-6681 ext 135

Address: 5901 Veterans Memorial Pkwy

City: Crestwood State: Ky Zip: 40014

Event Start Time: 7pm Event End Time: 11pm

Anticipated Number of Guests: 400 Venue Floor/Space: \_\_\_\_\_

Contract Price: \$ 7850 Deposit Due Date: ASAP Final Payment Date: 3-27-24

Website: \_\_\_\_\_

Event Name (used for directional signage) SOHS Senior Prom  
(Example - "Smith & Jones Wedding")

If a wedding, please check the box that applies to your venue rental needs.

- ☐ Wedding Only
- ☐ Reception Only
- ☐ Wedding & Reception

## RENTAL HOURS

- All weddings/events are a standard five (5) hours.
- All weddings with receptions are allowed a (5 ½) hours block of event time.
- Clients can access the building at 10am the morning of the event day complimentary. If client requests additional access time, an additional fee will be applied to guarantee earlier access.
- Additional event hours can be added for \$500.00 per hour and must be paid prior to the event, requested at least (14) days in advance, and with written approval through The Henry Clay's Director of Events.
- Clients will be granted access to the Hospitality (Bridal) Suite beginning at 10:00am the morning of the event. Early access can be purchased for an additional \$200.00 per hour and must be requested at least 14 days in advance.

## GUIDELINES & REGULATIONS

- Absolutely NO tape, nails, tacks, or other fasteners/adhesives (including "Command Strips") are allowed on ANY surface of the Henry Clay property. Damage fees will be applied if any residue or broken property is found post event.
- No décor may hang from, impede, or block building sprinkler lines and life safety systems.
- Indoor sparklers, confetti, glitter, birdseed, rice, and/or anything of the sort, are strictly prohibited. Some of these items may be an option outdoors with prior written authorization at least 14 days in advance.
- All décor and large items must be approved by The Henry Clay's Director of Events prior to event and must comply with state and federal building safety codes.
- Open flames are only allowed on guest tables, and only if the flame is fully enclosed (hurricane style).
- No open flames are allowed on any surface of the building (floor, window ledges, architectural surfaces, etc.)
- Due to smoke detecting sensors, helium balloons, fog machines or any other item that may affect the proper operation of the building alarm systems or fire suppression systems are prohibited.
- Smoking/Vaping is only allowed outside the building.
- All alcoholic beverages must be provided by your designated caterer. Alcohol may not be carried outside of the building including the sidewalks.
- Any trash (boxes, bottles, napkins, or debris) left on property both inside and outside, will result in an additional \$500.00 damage fee.
- Loitering is not permitted on facility premises.
- All events have a contracted event end time curfew of 12:00am (midnight).

## REHEARSALS

- Rehearsals are not guaranteed until 14 days prior to the event date. A rehearsal can be scheduled at any time but may need to be rescheduled should an event book the space. In the event that a rehearsal should need to be rescheduled, The Henry Clay would notify the client immediately to find a new date.
- Rehearsals are based on availability.
- Rehearsals are only offered Monday through Friday.
- There is a \$200.00 rehearsal fee per hour for any rehearsal scheduled between 9:00am and 5:00pm.
- There is a \$300.00 rehearsal fee per hour for rehearsals scheduled with a start time after 5:00pm.

## DEPOSITS, PAYMENTS & CANCELLATIONS

- A non-refundable 50% deposit is due with this signed rental agreement to secure an event booking.
- All deposits and payments are non-transferable and non-refundable should the event be rescheduled.
- Final payment is due no later than 30 days prior to the event date.
- If an event cancels within 30 days of the event date, the remaining balance will still be due.
- If paying by check, please make check payable to "City Destinations, LLC" and mail to 604 S. 3<sup>rd</sup> Street Louisville KY 40202

## CLIENT RESPONSIBILITIES

The Client will be responsible for all of the following unless otherwise specified:

- Client is responsible for any damages to the Henry Clay property (above and beyond normal wear and tear).
- Client must submit a completed Consent to Charge Credit Card form – to cover any damages as a result of event.
- All decorations must be cleared from the event locations immediately following the event. All trash, floral arrangements, boxes, décor, other articles left behind will result in a minimum of \$500.00 damage fee. No exceptions will be made without prior written consent with the Director of Events.

- All arrangements for food and beverage must go through approved caterer(s).
- Absolutely no outside food, beverage or alcohol are allowed on the property without prior written authorization from Henry Clay management and with the approval of the caterer.
- Clients who secure outside event coordinating services must notify the Henry Clay upon securing and provide the contact information for planning purposes.
- Prices are subject to change without notice prior to the execution of a contract.
- Some dates are subject to peak pricing such as but not limited to (New Year's Eve, Derby, Christmas, Easter, etc.)
- Outside alcohol found on the premises not from the hired caterer/bar service (including the Hospitality/Bridal/Groomsmen Suites) will result in removal and may result in cancellation.

## SECURITY

- Security is not required but encouraged for all events.
- If client plans to provide outside security, the Director of Events must be notified in advance. A walk through of the property with the hired security is required in advance.
- Please notify the Director of Events at least 30 days prior to the event date.

## NOISE AND SOUND CONTROL

- The Henry Clay may host multiple events concurrently.
- Due to the nature of the buildings and spaces, the client agrees to let the Henry Clay monitor and control all sound levels, especially if they disturb other building occupants.

## VENDORS

- Providing appropriate equipment and supplies needed to load-in and out of the building. Including but is not limited to: cars, dollies, ramps, etc...
- Caterers are permitted only 1 vehicle to be parked in the designated load-in area during the event (closest to the "strong man" door). All other vehicles associated with the event are only permitted in the load in area during loading and unloading.
- It is the responsibility of all vendors to secure parking during the event. There are multiple garages and surface lots within close proximity that can be utilized but are not owned or operated by The Henry Clay.

## BRIDAL / GROOMSMEN / HOSPITALITY SUITES

- Clients renting will have complimentary access to the Hospitality Suites beginning at 10:00am the day of the event.
- Additional hours can be purchased for \$200 per hour for earlier access times.
- It is the responsibility of the client to remove all trash from the bridal/groomsmen suites and return all the furniture to the original placement upon departure. If additional tables and chairs are set up in these spaces, they must be broken down before departure.
- Any damage to the suite, including excessive left-over trash will result in additional fees.
- At the conclusion of the event, the client is required to sign a post-event checklist with the Henry Clay facilities representative before departure. Should the client hire a designated event planner/coordinator, they may also be eligible to sign the document in lieu of the client as long as that is established in advance.

## CLEAN UP & SET-UP

- All standard cleanup will be provided by the event caterer.
- All vendors, décor and rentals are to be broken down, loaded out and removed from the property immediately following each event.
- The Henry Clay is not responsible for any items left after events.
- A \$500 fee will apply if the space has not been properly cleared post event. This also applies to Hospitality, Bridal or Groomsmen Suites. Client must remove hangers, dress bags, boxes, excess trash etc., and client may not move furniture without explicit permission from a CITY Destinations representative or incur a \$500 damage fee. Client is responsible for placing furniture back in original position if permission was given.
- Only with pre-approved authorization (by the Director of Events) and written documentation prior to the event, will any items be allowed to stay or break down to happen at a later date or time. Client must reach out at least 48 hours in advance to submit any extension requests.
- Linen (white/black/ivory) for your reception and cocktail hour tables are included in this contract. Additional colors are available for an upcharge. Linen napkins are also available for a charge.

## PARKING

- The Henry Clay does not own any parking.
- Riverside Authority (surface lots near the 3<sup>rd</sup> street Entrance will be reserved exclusively for your event. Starting at 10AM on the day of your event.

- Parking is also available behind The Henry Clay in the Clay Commons public automated garage located at 324 West Chestnut. Arrangements to pay for guest parking may be made through, PARC Special Events parking representative, Peggy Baas: 502.574.4541.
- Street parking is available surrounding the property and is based upon availability and subject to change.

## **INSURANCE**

- All renters of our facilities are required to furnish a Certificate of Liability Insurance naming the appropriate rental entities (see below) as additional insured for the rental event.
- Individual renters should add The Henry Clay as an additional insured with Liability Insurance for a minimum of \$300,000.
- Rentals associated with an organization or business are required to add The Henry Clay as an additional insured with Liability Insurance for a minimum amount of \$1,000,000.
- Name to include on the certificate - The Henry Clay: City Destinations, LLC and The Henry Clay/Off Broadway Lofts, LLC
- The mailing address for all entities is 604 South 3rd Street, Louisville, KY 40202.

## **HOTEL- ROOM BLOCKS**

Hilton Garden Inn is connected to the Henry Clay. Special room blocks rates are eligible to all clients booking with the Henry Clay. Rates are based on availability, and you are required to reserve 10 rooms or more to be eligible.

*[Please reach out to The Henry Clay's Director of Events or The Henry Clay's Event Service Coordinator to obtain the most updated contact information for blocking rooms at the hotel]*

## **CATERERS**

- All catering and bar service must be provided by one of the Henry Clay's preferred caterers. No other catering, food/beverage, or alcohol is permitted in the building unless a Catering Buyout Agreement is negotiated and all parties agree to fees, terms, and conditions.
- A list of catering responsibilities and agreements are available to the client upon request.

## **PREFERRED CATERERS**

\*\*\*Client can choose from the following catering teams. If a client wants to use a caterer outside of this list, the caterer would need to go through the approval process with Henry Clay management. \*\*\*

- Crushed Ice Catering [Off-Site]
- Silver Spoon Catering [On-Site]
- Wiltshire Pantry [Off-Site]
- 8UP Catering [On-Site]
- Ladyfingers Catering [Off-site]
- Kingsley (Off-Site)
- Heitzman's Deli (off-Site)
- Tandoori Fusion (Off Site)

## **The Henry Clay- Facility Rental Agreement**

This rental agreement is made by and between The Henry Clay "CITY Destinations, LLC", and the aforementioned "client". In consideration of the client's payment of the facility rental deposit and facility rental final payment stated on the Event Invoice Order, CITY Destinations confirms the room(s) reserved on the date(s) and at the time(s) stated on the Event Order; and is subject to the following terms and conditions:

If renting party fails to pay the rental balance on or before the payment date, CITY Destinations shall automatically cancel the room reservation and shall retain the entire amount paid. If renting party cancels the room reservation, CITY Destinations shall retain the reservation deposit and may retain all or part of any rental balance paid.

In conducting any performance, in holding any public or private meeting or in giving any lecture, concert or other event, renting party shall conform to, comply with, and abide by all laws of the United States and the Commonwealth of Kentucky, the rules and regulations of all federal and state boards and bureaus, the ordinances of Louisville Metro, and the regulations of the Office of Alcoholic Beverage Control, Board of Health, Fire and Police Department.

Renting party shall not keep anything on the premises, which will increase the premiums on, or conflict with the provisions of, the insurance policies on all of any part of the premises. Without prior written consent of CITY Destinations, renting party shall not transact or allow the transaction of any business on the premises, shall not erect nor operate on the premises any machinery or equipment operated by electricity or other power, shall not use or permit the use on the premises of any substances of an explosive or highly flammable nature, and shall not install on the premises any wires, electrical or other appliances. Renting party is prohibited from installation of any items that may compromise fire suppression and monitoring system.

Renting party understands and agrees that decorating with the use of confetti, tape or other adhesives, nails, tacks, screws, or other fasteners on wood and plaster walls and surfaces is strictly prohibited unless the renting party has prior written approval, and the decorating is done under the supervision of CITY Destinations and without defacing the premises.

The renting party shall maintain the "rented property" (the building, furniture, equipment, fixtures, grounds, and any other property, real or personal, owned, used, operated, or possessed by CITY Destinations reserved or used by renting party) in as good condition as at the time the rented property is delivered to renting party. Immediately after the conclusion of an event, renting party shall clear and clean the rented property and vacate the premises. If renting party fails to clear and/or clean the rented property, such failures shall be considered damage to or destruction of the rented property.

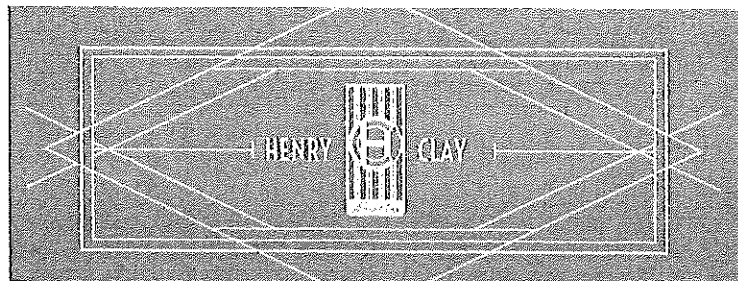
The renting party understands that concurrent use of the facility by more than one renter is the normal and customary operating procedure of CITY Destinations. On occasion, sound leakage from one area to another may disturb a private party or theatrical performance, and the renting party agrees to allow CITY Destinations to monitor and control all sound levels, whether electronically amplified or not. This includes, but is not limited to, loud or offensive noises that may be caused by guests of the renting party.

Client Initials

If any damage to or destruction of (including loss of use of) the rented property occurs during or after renting party's occupancy and use of the premises due to any act or omission of the directors, officers, employees, contractors, representatives, volunteers, patrons, guests or invitees or renting party, CITY Destinations may repair such damage or destruction at renting party's expense. CITY Destinations shall bill, and renting party promptly shall pay, the cost of any such repairs.

*Non-catering clause:* Renting Party understands that additional fees will be applied to all events renting space without catering. Catering is handled by exclusive caterer agreements per each facility. Renting parties not using the provided caterer(s) cannot bring in any other caterer, food, beverage, or alcohol, and are responsible for additional cleaning, set-up, and staffing fees.

Renting party fully waives, releases and discharges CITY Destinations, from all claims, damages, actions, causes of actions, and liability now existing or hereafter arising out of or in any manner connected with renting party's use of the facilities. Renting Party has read, understands, and agrees to abide by all provisions stated in the Rental Guidelines and Agreement.



**PLEASE SIGN AND RETURN TO THE ATTENTION OF:**

Rental Guidelines/Agreement

Christine Smallwood

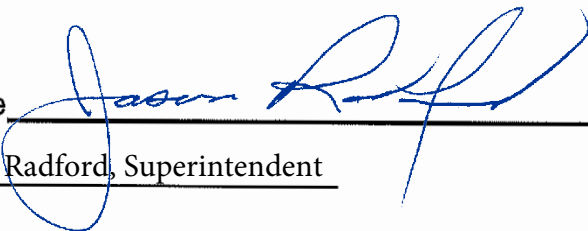
The Henry Clay- Director of Catering and Events

604 South 3<sup>rd</sup> Street  
Louisville, KY 40202

Email:  
csmallwood@firsthospitality.com

Office: (502) 992-3131  
Mobile: (502) 817-0314

Client/Renter Signature



Date 11.28.23

Print Name Jason Radford, Superintendent

The Henry Clay- "CITY Destination, LLC"

Director Signature \_\_\_\_\_ Date \_\_\_\_\_

## Fwd: South Oldham Prom 4/27/2024 Quote

Logan Age <loganage1@icloud.com>

Mon 11/27/2023 3:13 PM

To: Lally, Stephanie Y <stephanie.lally@oldham.kyschools.us>

📎 1 attachments (135 KB)

Revised Rental Agreement MASTER.docx;

You don't often get email from loganage1@icloud.com. [Learn why this is important](#)

Sent from my iPhone

Begin forwarded message:

**From:** Christine Smallwood <csmallwood@firsthospitality.com>

**Date:** November 27, 2023 at 3:08:48 PM EST

**To:** loganage1@icloud.com

**Cc:** Christine Smallwood <csmallwood@firsthospitality.com>

**Subject:** South Oldham Prom 4/27/2024 Quote

Hello Logan,

Great speaking with you today. Per our conversation here are the details below:

Included in rental:

Tables/Chairs

Linens

Parking across the street from the HC see map attached (in RED)

Setup and breakdown

you will be allowed to bring in your own drinks and snacks (prepackaged)/ as long as you have adults managing the stations etc.

Contract is also attached for our review, we accept Check/Charge for the 50% deposit. Total Price is \$7,850

Thank you,

*Christine*

**Christine Smallwood**

**Director of Events & Rooms**

The Henry Clay & The Hancock House - Louisville, KY

[csmallwood@firsthospitality.com](mailto:csmallwood@firsthospitality.com) | [lh@firsthospitality.com](mailto:lh@firsthospitality.com)

office (502) 992-3131 | cell (502) 817-0314