Oldham County Parks and Recreation John W. Black Community Center 1551 N. Hwy 393 LaGrange, KY 40031 PARKS & RECREATION

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Facility Coordinator: Amanda Leach
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Date: March 11, 2024

# Emergency Contact: Gary Parsons, Director (502) 417-2667

# John W. Black Community Center Rental Agreement

The Oldham County Parks and Recreation Department (herein after called "OCPRD") hereby grants permission to:

Heather Peters / Oldham County School District 6165 West Highway 146 Crestwood, Ky 40014

Phone Number: 502-241-3500 Email: heather.peters@oldham.kyschools.us

(herein called the "Lessee") to use: **Rooms B + C + D + Kitchen** at the John W. Black Community Center located in Wendell Moore Park on (see date and time below):

Wednesday, May 8, 2024 from 2 pm to 10 pm

**NOTE:** Scheduled rental time includes set-up and clean up time. No early entry permitted for set-ups. The John W. Black Community Center is closed at 11:00 p.m. Events must end by 10:00 p.m. to allow for one (1) hour 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:

#### Teacher/Staff/Volunteer Banquet

In consideration for this permission, the Lessee agrees to:

- Pay OCPRD **\$208.25** (plus **\$0.00** sales tax) with **50%** of that (or a minimum of \$100.00) required by 4:30 pm **One Week from this Date** 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 Damage Deposit in the amount of three hundred fifty dollars (\$350.00) before April 8, 2024.
- Sign and return the Rental Agreement via mail or email to OCPRD within seven (7) days from March 11, 2024.

#### **Terms and Conditions:**

Cancelation Policy:

If notice of cancelation is given at least thirty (30) days prior to the event date, OCPRD will refund all payments above the **Booking Fee**. If notice of cancelation is given less than thirty (30) days prior to the event date, all funds paid to date will be retained by OCPRD.

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

- Failure to pay the **Booking Fee** by 4:30 p.m. **One Week from this Date**.
- Failure to return a signed copy of the Rental Agreement seven (7) days from March 11, 2024.
- Failure to pay the remaining balance AND provide a three hundred fifty dollar (\$350.00) Damage Deposit by 4/8/24.

#### Damage Deposit Policy:

A \$350.00 Damage Deposit, in the form of a separate check, is required to be submitted by **4/8/24** and will be kept on file with the Lessee's contract. The deposit will be mailed to the address provided during the week following the event. The Lessee is responsible for any damages to OCPRD property resulting from the aforementioned event, including damages in excess of \$350.00. 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:

OCPRD 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.

#### Clean-Up Policy:

OCPRD 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, OCPRD 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 \$100.00 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 John W. Black Community Center only when provided by a Caterer chosen from the current list of OCPRD approved Caterers. No alcohol may be brought into the John W. Black 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 an OCPRD approved Caterer. OCPRD does reserve the right to require proof of liability insurance from other vendors. The Lessee must inform vendors to bring all necessary equipment, OCPRD does not have replacement items if something is forgotten.

### Smoking Policy:

Smoking of any kind is prohibited in the John W. Black 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 John W. Black Community Center has parking in the front of the building. Overflow parking can be directed to the Aquatic Center parking lot as well as the gravel lot on the top of the hill to the right of the community center. Any vehicle parked on the grass or parked in a way that obstructs emergency vehicles accessing the community center, aquatic center, or park will be towed at OCPRD's discretion.

#### Prohibited Items:

OCPRD does not allow the following items in the facility:

- Confetti and glitter.
- Fireworks, sparklers, and explosive materials.

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 Oldham County Parks and Recreation, Oldham County Fiscal Court, 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, Oldham County Parks and Recreation Department, John W. Black Community Center Site. 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.

Total Rental Fee: \$208.25	Amount	Due	Complete	Form of	Staff
Payable to: Oldham County Parks & Recreation	Due	Date	✓	Payment	Initials
Booking Fee (includes tax)	\$100.00	3-18-24			
(50% of Rental Fee, \$100.00 min.)					
Remaining Balance (Includes tax)	\$108.25	4-8-24			
Damage Deposit	\$350.00	4-8-24			
Signature		3-18-24			

Signature indicates agreement with all terms and conditions herein.

X asm f	3.11.24
Lessee Signature  Oldham County Board of Education  Organization, if Applicable	Date Signed
In witness of:	
Facility Coordinator	Date