

**CITY OF FORT THOMAS
RECREATION DEPARTMENT
COMMUNITY CENTER RENTAL AGREEMENT**

The Following is a Rental Agreement between
SAMPLE
and the City of Fort Thomas for the rental of the Ft. Thomas Community Center.

DATE OF EVENT Saturday, ??
 ANTICIPATED DECORATING HOURS: 10:00 AM to 12:00 PM
 ANTICIPATED PRE-EVENT HOURS: 7:00 PM to 8:00 PM
 ANTICIPATED EVENT HOURS: 8:00 PM to 12:00 AM
 ANTICIPATED POST – EVENT HOURS: 12:00 AM to 12:30 AM
 TYPE OF EVENT: Wedding Reception
 ANTICIPATED NUMBER OF PERSONS IN ATTENDANCE 200

RENTAL RATE: 7.5 anticipated hours @ \$ 175.00 per hour = \$ 1312.50

- Rental fees must be paid in full no later than four weeks prior to the rental date.
- Renter is required to contact the recreation office to schedule an appointment to finalize event details at least six weeks prior to the event. All fees must be paid in full at the finalization appointment. (See section I of the Rental Agreement)

AMOUNT OF SECURITY DEPOSIT:\$ 400.00

- PAYABLE TO: Ft. Thomas Recreation Department
950 South Ft. Thomas Avenue
Fort Thomas, KY 41075
- The check must match the name and address on the contract.
- **DEPOSIT & SIGNED AGREEMENT (all 4 pages) MUST BE RETURNED BY 4:00 P.M. DATE ?
OR YOUR RESERVATION WILL BE CANCELLED.**

Renter's Name: _____ Phone: _____
 Address: _____

I (print Name) _____ have read and understand the rental agreement. I agree to follow the attached rules and regulations. I confirm that all of the above information is correct.

Signature: _____ Date: _____

(City of Fort Thomas Recreation Office –Use only)

Contract Date:	??	Received by:	Confirmed:
Deposit Date:	CK #	\$	

**CITY OF FORT THOMAS
COMMUNITY CENTER RENTAL AGREEMENT
RULES AND REGULATIONS**

A. INSURANCE AND LIABILITY

1. Renter hereby agrees to reimburse The City of Fort Thomas (hereinafter referred to as the "City") for any damage to the Community Center by Renter or by Renter's guests, contractors or employees during times the Community Center is rented to Renter or occupied thereby. Renter also agrees to save, hold harmless, indemnify and defend the City, its representatives and assigns, from any and all claims, including but not limited to, claims arising from the dispensing of alcoholic beverages, and for personal injuries or property damage which may be brought against the City, its representatives or assigns, for injuries arising out of the activities of Renter or Renter's guests, while Renter or Renter's guests are in attendance at or traveling to or returning from the event for which Renter has rented the Community Center .
2. Food caterers shall not be permitted to service the event unless liability insurance with a combined single limit of at least \$500,000 is carried by the caterer. Such insurance policy shall name the City as an additional named insured for the date(s) of the event for which the Community Center is rented. Such insurance policy shall also state that coverage provided to the City shall apply as primary insurance over any other liability insurance available to the City. A certificate of insurance confirming that the caterer is in compliance with this insurance requirement shall be submitted to the City not less than 45 days prior to the event. Failure to comply with this requirement will preclude the caterer from rendering services at the event. The certificate of insurance can be faxed to the City at 859-781-1700 (call first).
3. The city's insurance will not protect the Renter or the Renter's guests, contractors or employees from claims arising out of the renter's use of the Community Center. Renters shall provide a liability insurance policy with a combined single limit of not less than \$1 million. Such insurance shall be in effect for the entire time of the event for which the community center is rented. It is agreed and understood by all parties that renters insurance is considered primary and non-contributory over any other liability coverage available to the city. The city bears no responsibility, nor provides coverage in any way to protect and indemnify the renter. Renters are strongly advised to consult with legal counsel and an insurance professional to determine both liability exposure and insurance protection available to renters while hosting the event for which the premises are being rented; this is true if alcoholic beverages **are served or are not being served**. A certificate of insurance confirming that the renter is in compliance with this insurance requirement shall be submitted to the city no less than 45 days prior to the event. Failure to comply with this requirement will preclude the renter from occupying the Community Center.

B. RENTAL RATES

Rental Agreement shall be for a minimum of four (4) hours. A Rental Agreement may be instituted for any amount of hours in excess of 4 hours on the date of the Rental Agreement. Hours shall not be scheduled prior to 10:00 am and may be broken into a maximum of 2 segments of not less than 2 hours per segment on the date of the Rental Agreement. A ½ hour minimum clean up period must be included in the rental period. In the event that the Renter, Renter's guests, or Renter's contractors occupy the Community Center beyond the ending time of the Rental Agreement, the Renter shall pay an additional fee calculated as follows:

1. Rates are charged per hour. Each additional hour or part thereof, shall be charged at the Rental Agreement rate and will not be pro-rated.
2. Hours that are not previously scheduled and are added on the date of the Rental Agreement are subject to a rate of two (2) times the rental rate.
3. After Midnight – Each additional ½ hour of "Event Time", or part thereof, shall be charged \$200.00 per 1/2 hour and will not be pro-rated.
4. Pre-scheduled clean-up will be charged in accordance with your hourly rate. Hours not previously scheduled are subject to additional charges as stated above.

C. CATERING

1. Renter may furnish his/her own caterer.
2. Caterer is required to have on file a completed copy of the "Caterer's Agreement" as supplied by the City of Ft. Thomas Recreation Department. The City of Ft. Thomas reserves the right to deny a caterer access to the facility based upon failure to comply with regulations and past performance.
3. All caterers shall comply with the insurance requirements described in Section (A) above.
4. Limited kitchen facilities are available to the caterer at the Community Center. Food preparation is to be done off-site with the exception of outdoor grilling. Outdoor grilling must be approved in advance of the event. Only cooking devices such as crockpots and electric roasters are approved for use in the Center.

D. SEATING CAPACITY AND SEATING ARRANGEMENTS

1. The maximum occupancy in the Community Center is 340 people. The layout provided is for the maximum number of tables permitted.
2. The Renter shall select the number of tables from layout design approved by the City. Refer to the layout chart for layout design. Layout modifications are subject to approval by the Recreation Department.

E. TABLES AND CHAIRS

1. Round tables (5' diameter) or rectangular tables (8' in length) and crown-back, padded chairs are provided in the rental fee.
2. Other tables and/or chairs may not be substituted or brought in to the Community Center.
3. Under no circumstances are these tables or chairs permitted for use outside the Community Center. Any attempt to utilize these chairs and tables for outside purposes is a direct violation of the agreement and will result in forfeiture of the security deposit.

F. LINENS

1. Table coverings may be purchased or rented through the City.
(Note: Late orders are not guaranteed and are limited to plastic.)
2. Linens are available to rent in ivory only. Square linens only for round tables and rectangular linens only for rectangular tables.
3. Plastic Table Coverings are available in white only.
4. All table coverings are available at current market price. Current market price is the price established at the Finalization Meeting, which takes place six weeks prior to your event.

G. SECURITY DEPOSIT AND CANCELLATION POLICY

1. The Rental Agreement and security deposit of \$400 must be submitted to the City prior to the date indicated on the Community Center Rental Agreement or the reservation will be cancelled. Security Deposits must be in the form of a check or money order – no cash will be accepted.
2. The deposit of \$400 shall be the security deposit for the performance of all Lessee's covenants and obligations under this Rental Agreement. This deposit shall be held by the Lessor during the term of this Rental Agreement and shall be forfeited in full by the Lessee in the event of any failure to comply with any of the rules and regulations of the Rental Agreement. The security deposit will be returned to the renter after all payments have been cleared and all rules and regulations of the Community Center Rental Agreement have been fulfilled.
3. Should the Renter or Renter's representative cancel the Rental Agreement not less than twelve (12) months prior to the date of the Rental Agreement, the City shall retain 50% of the security deposit.
4. Should the Renter or Renter's representative cancel the Rental Agreement less than twelve (12) months to the date of the Rental Agreement, the City shall retain 100% of the security deposit.
5. No third party checks shall be accepted by the City. The name and address on the check issued for all payments shall be as it appears on the Rental Agreement.
6. Any cancellation of an event occurring within 14 calendar days of the event will incur a complete loss of deposit and renter will be assessed additional charges to compensate for any work incurred as a result of the event.

H. TRANSFERS

1. Name transfers on the Rental Agreement may occur up to 3 months prior to the date of the Rental Agreement.
2. Date transfers must be done at least 6 months prior to the Rental Agreement and are limited to one transfer per Rental Agreement.
3. All transfers require a \$100 transfer fee, paid by check or money order to the City.

I. FINALIZATION MEETING

1. Renter shall contact the Fort Thomas Recreation Department at least six weeks prior to the Rental Agreement date to schedule a finalization meeting. This meeting will confirm all details and responsibilities of the event and will finalize the Rental Agreement for the event. Appointments may be scheduled Tuesday through Friday between 8:00 AM and 11:00 AM and between 1:00 PM and 2:30 PM.
2. Finalization appointments must be made no later than four weeks prior to the event. All final documents and payments are due at the finalization appointment.
3. Failure to finalize in accordance with the rules and regulations of Section I.1 and 2 may, at the sole discretion of the City, result in the cancellation of the Rental Agreement and the forfeiture of the security deposit.

J. DECORATIONS

1. Lighted candles must be submitted to the City for approval at the Finalization Meeting and be enclosed and set in a fire proof base with a contained flame.
2. Glitter, rice, confetti, bubbles, poppers, or any fine materials are not permitted inside or outside of the Community Center. Alcoholic beverage containers are not permitted as decorations.
3. Luminaries are not permitted inside the Community Center.
4. Decorations are not permitted to be attached to or hung from the ceiling.
5. If a renter chooses to utilize items for an event that are provided by a rental company or outside organization, any deliveries or pick-ups of those items must be scheduled within the stated rental time frame and accepted by the rental party on site. No deliveries or pick-ups will be accepted by the Recreation Department or Community Center staff – these will be refused. Repeated attempts by rental companies to deliver or pick-up items for an event, in addition to being refused, shall result in the forfeiture of the security deposit.
6. In accordance with other articles in this Rental Agreement, all items belonging to the rental party must be removed at the conclusion of the event. Items remaining, regardless of ownership, are subject to immediate disposal by Community Center staff.
7. Any permitted items not purchased or rented from the City are the Renter's sole responsibility for set-up and removal during permitted hours the same day as the Rental Agreement.

8. The City assumes no responsibility or liability for damaged, lost or stolen items in the Community Center prior to , during, or after the event.

K. MUSIC

1. Renter may furnish their own music, D.J. or band.
2. Music, D.J. or band must be inside the Community Center and is limited to the location on the layout design.
3. Excessively loud music is not permitted.
4. Music shall not be played later than the ending time of the Rental Agreement.

L. CONCESSIONS AND ALCOHOL

1. Soft drink and a beer dispensing unit are available in the Community Center. Renter must furnish their own bartenders (a minimum of 2 required). (Bartenders serving alcohol shall be at least 21 years old)
2. All soft drinks (Coke, Diet Coke, Sprite, lemonade, water, and unsweetened iced tea) shall be purchased through the City.
3. Rental fee includes ice and cups for soft drinks only. Ice is to be used for drink cups only. Renter is not permitted to utilize ice for other purposes.
4. The cost for soft drinks is \$0.65 per person, based on the number of guests per Renter's set-up. No refunds.
5. All other food and drinks are the sole responsibility of the Renter. Renter shall furnish his/her own alcohol and related cups.
 - a). Liquor and wine are permitted to be served.
 - b). Beer in glass containers is not permitted in the Community Center.
 - c). Alcoholic beverages and their containers must remain inside the Community Center. All alcoholic beverages must be served from the bar.
6. Renter shall secure all permits and licenses as required to serve alcoholic beverages.

M. CLOSING AND CLEAN UP

1. The Renter, all guests, Renter's contractors and employees shall vacate the Community Center no later than the end time of the "Hours of Event" stated on the Rental Agreement.
2. The Renter shall clear all trash and decorations from the tables and properly dispose of the trash in provided trash receptacles, and be completed no later than the end time of the "Cleanup Time" stated on the Rental Agreement
3. All decorations and belongings associated to the Rental Group must be removed at the conclusion of the rental time. Any items remaining in the Community Center after the conclusion of the rental are subject to immediate disposal by the Community Center staff.

.N. WEDDINGS ON PREMISES

1. A fee of \$100 shall be charged for weddings. This fee must be paid by check or money order to the City.
2. Set-up and return of the ceremony chairs is the full responsibility of the renter.
3. Outdoor weddings are permitted in conjunction with the rental of the Community Center and must be scheduled within the Rental Agreement.
4. The Community Center has 100 folding, metal chairs available for use in outdoor ceremonies. Chairs may not be set-up outside more than 1 hour prior to the actual wedding ceremony and must be returned to the hall immediately following the ceremony. Chair racks are not permitted to be removed from the Community Center.
4. The Renter shall submit for approval to the City any additional item(s) for use during an outdoor wedding ceremony not less than six weeks prior to the Rental Agreement. Such items may require additional fees. Any items used or rented for the event must be set-up and removed on the date of the Rental Agreement and may not be stored in the Community Center.

O. MISCELLANEOUS

1. The Community Center is fully air conditioned, heated and handicap accessible.
2. Audio visual equipment is not available nor is it provided.
3. If Renter requires the facility for use for a wedding rehearsal prior to the rental date, the facility must be rented per the usual policy.
4. Renter acknowledges this rental agreement is applicable only to the Community Center and that other activities may be scheduled by the City of Fort Thomas in other areas of the park. This rental agreement does not provide Renter the ability to cancel or amend other park activities.

P. SMOKING POLICY

1. The Community Center is a smoke-free facility. Smoking is not permitted anywhere inside the Community Center.

Q. STAFF

1. An employee of the Fort Thomas Recreation Department shall remain on site at all times the Community Center is occupied by Renter.