# HALL RENTAL AGREEMENT

Effective January 1, 2020

Revised Date

Date:

This Rental Agreement [the "Agreement"] is between the City of Wilder, Kentucky, 520 Licking Pike, Wilder, Kentucky 41071 [the "Hall"] and [the "Renter"] for the Rental of the Wilder Hall.

- The following information must be provided before the hall will be held for the Renter. See all pages.
- Rental of the facility is at the discretion of the city.
- No Rentals on Holidays when the City Building is closed.
- Rentals can be done back-to-back <u>only</u> if there is sufficient time to clean and rearrange tables before the next user wants to come in. <u>This will have to be examined on a case-by-case basis.</u>

Renter's Name/			
Address			
Phone No.		_[home]	[other]
Date(s) of Event			
Hours of Event			
Type of Event			-
Number of Guests			-
Will Event be Catered	Yes	No	
Will this be a Fundraiser	Yes	No	
Will Beer and/or Wine be served Will Distilled Spirits be Served	Yes Yes	No No	
Will you be Using City's soft drinks		No	

### **Rental Charges:**

A \$100 non-refundable deposit to hold the Hall date is required at the time the Agreement is signed. The **remaining balance is payable 60-days prior to the Date of Event**. If the Agreement is signed within the 60-day time frame, the entire Rental fee is payable at the time the Agreement is signed. <u>Once all the Rental monies have been received, the non-refundable deposit will be converted to a Security deposit that can be returned to the Renter.</u>

**Friday, Saturday and Sunday:** (Rates include set-up / clean-up of the hall) \$550 fee plus soft-drink charge and non-refundable deposit – Non-Residents \$450 fee plus soft-drink charge and non-refundable deposit – Residents / Businesses

Monday, Tuesday, Wednesday and Thursday: (Rates include set-up, but not clean-up of the hall. Renter must clean-up before leaving – also see Page 6)

250 fee plus soft-drink charge and non-refundable deposit – Non-Residents

\$125 fee plus soft-drink charge and non-refundable deposit – Residents

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#### The following applies to the above Rental charges:

- The base rental rate is up to four (4) hours. Additional hours will be at the rate on \$100 per hour.
- If <u>extraordinary clean-up</u> must be performed or <u>damage</u> occurs, the security deposit may not be refunded. The Renter may be billed an additional amount to cover the city's costs. If Renter refuses to pay, then Renter could be sued and future use of Hall will be prohibited. This will be at the discretion of the City of Wilder, KY.
- If no extraordinary clean-up or damage, then security deposit will be mailed out within fifteen (15) days.
- All drinks and containers must be kept inside the Wilder Hall.
- Renter is responsible for securing all permits, if necessary.

### **Catering:**

Renter may furnish their own caterer. Limited kitchen facilities are available at the Wilder Hall. The large gas stove in the kitchen is not to be used except by Fire Department personnel for their events. (Fish Fry, Turkey Raffle, etc.)

# Caterer must be instructed by the Renter to clean up the kitchen and food serving area(s) before leaving the premises. Failure of the caterer to clean up may result in the loss of the security deposit.

Caterer must furnish their own liability insurance policy in the amount of \$500,000.00 as outlined herein.

#### **Seating Arrangements:**

The maximum seating capacity for the hall is **250 persons**. Seating charts have been created to ensure that maximum capacity will not be exceeded, exit lanes will not be blocked, and all required spacing is maintained. Renter must select the appropriate chart and the City will setup the tables and chairs. <u>Renter cannot move or add to existing tables or chairs</u>.

#### Seating arrangements must be finalized with the City 72-hours prior to the Event.

#### **Music:**

Renter may furnish their own music, D.J. or band. The music must remain inside the premises. Excessively loud music will not be tolerated. Music must stop no later than **1:00 a.m.** 

## **Refund Policy:**

No refund of the deposit, if any, will be given upon cancellation.

No refunds will be given if this Agreement is terminated by actions of persons attending the Event or by actions of Renter, their agents, servants or employees.

In the event that at any time after the signing of this Agreement and before or during the time the hall is rented, the Wilder Hall or the City of Wilder should be materially hampered, interrupted or interfered with in the carrying out or completion of the Agreement by reason of fire, casualty, black-out, strike, unavoidable accident, war, act of God or any local or national emergency or unusual condition or any other cause of the same or similar thing, then, in that event, this Agreement, at the option of the City of Wilder shall become null and void and Renter(s) shall not be entitled to any use of said Hall. The Rental monies shall be returned to the Renter within fifteen (15) days subsequent to any of the aforementioned events.

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## **Insurance and Liability:**

Renter hereby agrees to indemnify the City of Wilder for any damage done by Renter or guests, agents, servants or employees of the Renter or its caterer to the premises rented herein. Renter also agrees to save, hold harmless, indemnify and defend the City of Wilder, its representatives and assigns, from any and all claims arising under this Agreement, including but not limited to claims arising from the dispensing of alcoholic beverages, from any and all claims for personal injuries or property damage which may be brought against the City of Wilder, its representatives or assigns, for injuries arising out of the activities of Renter, their guests, agents, servants or employees.

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 shall name the City of Wilder as additional insured for the date(s) of the Event for which the premises are rented. Such insurance shall also state that coverage provided to the City of Wilder is over and above any liability insurance available to the City of Wilder. A certificate of insurance showing that the caterer is in compliance with this requirement shall be provided to the City of Wilder at least 10-days prior to the Event or the caterer will not be permitted to service the Event.

The City of Wilder's insurance will not protect either the Renter or Renter's guests, agents, servants and employees of the caterer from claims arising out of the Renter's use of the rented premises. Renter is strongly advised to consult with Renter's legal counsel and insurance agent to determine both liability exposure and insurance protection available to Renter when hosting the Event for which the premises are being rented. This statement should be considered whether or not alcoholic beverages are served.

## **Decorating Guidelines:**

Lighted candles must be in glass containers, such as votive lights or hurricane lamps.

Glitter, rice, confetti, birdseed or any other like materials are not permitted. Only table decorations or free-standing decorations are permitted.

<u>Absolutely</u> no nails, hooks, pins, tape or glue are permitted on any surface. No streamers or other devices shall be hung, in any way, from the structure of the building. No bubbles or bubble machines are permitted.

#### Renter is required to remove and properly dispose of all decorations.

### **Closing:**

All guests shall vacate the hall within one-half [1/2] hour after the end of the Event. Renter shall vacate the hall within one [1] hour after the end of the Event.

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### Miscellaneous:

No Rentals will be permitted between the hours of 1:00 a.m. and 7:00 a.m.

Outside doors must remain closed during the Event – they may not be propped open.

Any balloons, signs, etc. placed along the roadway leading to the Wilder Hall must be removed the following day.

No flammable, noxious, toxic, hazardous materials, drugs, controlled substances, or any dangerous substance of any kind or nature, either brought to the hall by you or your guests or agents, licensees or employees are strictly prohibited.

#### Entrance Sign: (On 1st floor by elevator)

Please list wording as you would like it to read on the entrance sign the night of event.

i.e. Congratulations John and Mary

### **Concession:**

Soft drinks must be purchased through the City of Wilder. Payment for soft drinks is due with hall Rental fee. Any additional charges for soft drinks or other items furnished by the City is due before you will receive a refund of your security deposit.

#### The following are concession item charges:

Soft Drinks

 1-99
 Guests \$25.00 [includes cups/ice]

 100-199
 Guests \$50.00

 200+
 Guests \$75.00

Any additional supplies Renter uses from the City of Wilder for their event will be billed accordingly.

#### Table covers are required where food and beverages are served. The Renter must provide these.

All prices listed are based upon present costs to the City of Wilder. If a distributor increases costs to the City, said costs increase will be reflected in the prices paid by Renter.

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#### **Bartenders:**

Bartenders will be furnished at the rate of \$60.00 each. This rate is for the base Rental rate of four (4) hours. Additional Hours will be charged at the rate of \$15.00 per bartender per hour.

One bartender is required for Rentals of up to 75 people and two bartenders are required for Rentals of 75-250 people.

- If wine and/or beer are served, a total of two (2) bartenders are required, regardless of number of people.
- If distilled spirits are to be served, an additional bartender (1) is required, regardless of number of people.

**Only individuals approved by the City of Wilder will be permitted to bartend**. Bartenders are to be paid in cash at the time of the event.

#### **Scheduling Bartenders:**

The city will provide a contact person for coordinating bartenders for the event, time scheduling, etc. If you have not heard from that person one week prior to event, please contact that person at the number provided or call the City Building at 859/581-8884 between the hours of 8 AM and 3 PM.

#### **Kitchen Facilities:**

Use of the Hall kitchen is limited. Stove/Utensils/Coffee Urns/Paper ware, etc. are not provided for Renter's use unless determined prior to the event. Miscellaneous plastic/paper ware, etc. in the kitchen are not the property of the City but of other organizations within the City. It is the Renter's responsibility to provide food containers, etc. for their event. If you foresee a need to use the kitchen, please discuss upon renting the Hall or when you meet with Ms. Haney for approval.

#### **Distilled Spirits, Wine and Beer:**

Distilled spirits, wine and beer are permitted for private parties and events of non-profit organizations.

**Renter must furnish their own distilled spirits, wine and beer and cups**. Bartenders will be the only persons permitted to serve alcoholic beverages to Renter or their guests.

All applicable state, county and city alcohol beverage control regulations are enforced.

Renter agrees to abide by the City bartender's decision to refuse service to a guest, agent, servant or employee of Renter for any reason and Renter will remove the said person from the premises pursuant to demand from bartender and will provide transportation for him/her. Renter shall do all that is reasonably possible to prevent him/her from operating a vehicle.

In the event Renter does not cooperate with the City in controlling the consumption of alcoholic beverages by aforementioned persons, or fails to cooperate in any other reasonable manner in regard to events which occur during the term of this Agreement, the City reserves the right to refuse service to all people and to close the premises. Any liquor, which remains, will not be released to Renter until the afternoon following the event for which the premises were rented.

If there are no problems with the consumption of alcohol during the Rental period, then all alcoholic beverages, whether opened or not, can be released to the Renter before they leave the premises.

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### Hall Set-up / Clean-up Requirements: (Monday, Tuesday, Wednesday, Thursday Rentals)

In addition to items on preceding pages, those who Rent on any of the above days also need to do the following:

#### Set-up

Follow Seating Arrangements on Page 2.

#### <u>Clean-up</u>

Renter must do the following:

- 1. Place all trash in garbage bags and dispose in receptacles located outside of 1<sup>st</sup> floor rear entrance doors.
- 2. Washrooms must be clean, and toilets flushed.
- 3. Any table coverings and/or decorations must be removed from table tops.
- 4. Tables must be wiped off.
- 5. Floors should be swept of debris and any spillage cleaned up.
- 6. Turn out all lights and secure building upon leaving.

If above requirements are not adhered to, Renter may not get their security deposit returned.

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#### **Understanding and Compliance:**

Renter has read the above Agreement and agrees to comply with all terms and conditions in full. Noncompliance may result in immediate termination of the Agreement, closing of the Hall and removal of the guests from the premises at the option of the City of Wilder, KY and forfeiture of the security deposit.

Renter:	City of Wilder, Kentucky Date:			
Date:				
Payment:				
Deposit:	Hall Rental:			
Amount: \$ Date: Check No	Amount: Date: Check No.	\$		
Person to be contacted to coordinate bartenders	,		uling, etc.	
An example of charges (Non-Resident V	Vedding, 125 p	eople):	(Bartenders are paid separately)	
Deposit with Hall Rental Agreement		100	Used to hold Hall date wanted	
Hall Rental Soft Drinks	550 <u>50</u>			
Subtotal due 60 days prior		<u>600</u>	Paid 60 days prior to Event date	
Total charge for Hall		700	Deposit now becomes Security	
Refund if Hall returned clean / undamaged		<u>100</u>	Mailed within 15 days to Renter	
True cost of Hall Rental after a successful event	;	600		