

**RENTAL AGREEMENT FOR THE
CITY OF EMINENCE
MUNICIPAL BUILDING COMMUNITY ROOM**

Rental Date: _____ Rental Period Start Time: _____ End Time: _____

Organization Name (if applicable): _____

Responsible Party's Name: _____ Position with the Org: _____

Lessee Address: _____ City: _____ State: _____ Zip: _____

Home # _____ Cell # _____ Email: _____

Type of Business Operation or Private Party Rental (check one):

_____ Individual/Private party _____ For Profit _____ Non-profit (*please provide Certificate*)

Event Description: _____

Event Start Time: _____ End Time: _____ Eminence Resident: y/n _____

Number of Guests: _____ Will Event be Catered? Yes _____ No _____

By signing below, I hereby acknowledge that I have received and read the Terms of the Agreement and Agree to said Terms rules and to agree follow all Rules and Regulations for the Eminence Municipal Building Community Room and I shall fully defend, indemnify, and hold harmless from damage and/or injury of any kind whatsoever (including all claims for monetary loss, property damage, etc.)

Lessor: _____ Date: _____

For Office Use Only

DEPOSIT PAID: ____ / ____ / ____ CASH OR CHECK # _____ AMOUNT PAID \$ _____

RENTAL FEE PAID: ____ / ____ / ____ CASH OR CHECK # _____ AMOUNT PAID \$ _____ ID on file: _____

_____ Initial

TERMS

Damage Deposit. In addition to the entire rental fee, a damage deposit of \$100.00, and the fully completed signed agreement must be received in order to reserve your preferred date. Any damage will be assessed after the reservation, and the deposit will be returned within five (5) business days, in the event that the property was returned with no damage. In the event that damage was done to the property, notice to the lessee will be provided within five (5) business days, and an itemized list of deductions with costs will be provided within thirty (30) days thereafter.

Indemnification. Lessee agrees to release, acquit, indemnify, hold harmless and forever discharge the City of Eminence, its officials, employees, agents, assignees, and all other persons from and against all loss and expense including attorney fees, occasioned by reason of any liability imposed by law upon the City for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons on the premises or off the premises on account of actions or damages to property, including loss of use thereof, whether caused by or contributed to by the City of Eminence, its agents, or employees.

Violation. Violation of this agreement subjects the renter to forfeiture of deposit and loss of future rental privileges.

Reservation. Community Room may be reserved up to one (1) year in advance.

Keys. One set of keys are given per event and shall not be copied or duplicated. Failure to return keys on time can result in loss of deposit and possibly further fees. Lessee assumes all responsibility for care of furnishings, all activities and actions of individuals present in the facility while in possession of the facility keys. Keys must be placed in drop box at the entrance upon completion of the rental period.

Cleaning. The Community Room must be cleaned (following provided checklist) and the facility vacated by 11 p.m. Sunday through Thursday and by 12 a.m. (midnight) on Friday and Saturday. Tables and chairs must be put back as they were found, should you choose to rearrange them. If the lessee does not adhere to these guidelines the security deposit will be forfeited and additional fees may be charged.

Responsible Party. The lessee must be eighteen (18) years of age or older and must present photo identification when the rental agreement is signed, and the deposit made. The person(s) whose signature appears on the rental agreement shall be responsible for the actions of all attendees of the event and will be responsible for any damages to the Community Room and City property. The lessee is also responsible for ensuring that activities during the rental period are legal and lawful.

Supplies. Items supplied by the City include: paper towels, toilet paper, cleaning spray, tables, chairs, broom, dustpan, trash bags, mop, vacuum, and trash cans.

Tables & Chairs. Each rental is provided with ____ tables and ____ chairs. Tables may be rearranged, but everything must be placed in the standard arrangement at the termination of the rental period.

Payment. Cash or checks are accepted. Please make checks payable to: The City of Eminence. Payment must be made in full by the end of the business day (4:00 p.m.) preceding the date of rental.

Cancellation. Notice of cancellation must be made at least one (1) week prior to event rental date. Cancellation less than one (1) week prior to event rental date may result in forfeiture of deposit.

_____ Initial

Rules and Regulations. Lessor agrees to abide with the following.

1. The use of nails, tacks, staples, push pins, scotch tape, duct tape, or glue is prohibited for use on any fixture, wall, table, door, floor, or window. Decorations must be removed by lessee before leaving the premises. Blue painter's tape is the only permitted means of hanging materials.
2. Climbing or standing on tables or chairs is prohibited.
3. Illegal drugs, drug paraphernalia, and illegal substances are strictly prohibited.
4. Alcohol may be served and consumed during the rental period only upon compliance with the terms and receipt of approval of this application. The following requirements shall be complied with to obtain permission to serve alcohol at a City facility: Responsible Party refers to renter of the event facility.
 - a) Approval to serve alcoholic beverages must be requested by signing and submitting a Facility Rental Application to Serve Alcohol at the time the facility is being reserved.
 - b) Alcohol may only be brought to a city facility and dispensed by a caterer/vendor/concessionaire/bartender, all of whom must have completed Server Training in Alcohol Regulations (STARS), or equivalent training, **and** submit proof to the City of Eminence of a valid Alcohol Beverage Control License appropriate for, and prior to, the event.
 - c) Applicant must name the Licensed Vendor, who will be the individual in charge of making sure that all the terms of the Facility Rental Application to Serve Alcohol are being followed.
 - d) The Licensed Vendor shall obtain a City Business License for the duration of the event.
 - e) Alcohol shall only be served during the times that the facility has been rented.
 - f) All dispensing of alcohol must be from an open formal bar or a designated bar area.
 - g) All persons must dispose of their alcoholic drinks before leaving the rented area(s). **At no time shall anyone leave the rented area carrying alcoholic beverages.**
 - h) Responsible Party agrees to ensure compliance with all applicable Alcohol Beverage Control requirements, including, but not limited to, ensuring that alcohol is not provided to or consumed by minors (persons under the age of 21), that patrons are not overserved, **that alcohol is only consumed inside the event space and only during the event.**
5. No smoking or vaping allowed **inside premises** of the Municipal Building. Smoking/vaping only permissible in **outdoor designated areas**.
6. Fighting, harassment, horse play, disorderly conduct, and loitering are strictly prohibited as are sexual advances and sexual violence.
7. There is a zero-tolerance policy for bullying in any form, including physical, verbal, and cyber bullying.
8. Shirts and shoes must be worn at all times.
9. No glass items will be allowed on the premises.
10. Music is permitted inside the Municipal Building. Lessor must adhere to the City of Eminence Noise Ordinance at all times during the event.
11. Removing any city property is strictly prohibited. Tables and chairs must remain inside the building.
12. No animals (with the exception of service animals) are permitted in the Municipal Building.
13. The occupancy limit of the Community Room set forth by the State Fire Marshal is 180 persons. Occupancy over the limit is strictly prohibited.
14. The kitchen facilities are for warming only. Cooking is prohibited in the Community Center.
15. The City of Eminence is not responsible for lost or stolen property. Nor is the City responsible for damage to personal property belonging to those attending any event or function on city property.
16. The cleaning checklist is attached and is a part of the agreement.

_____ Initial

Cleaning Checklist. ALL the following MUST be completed after the event. Failure to do so will result in forfeiture of your deposit. Please be courteous and leave the place as you would like to find it.

All items necessary to clean the facility are in the cabinet in the kitchen area.

- Bag, tie, and place garbage in trash cans.
- Include bathroom trash cans, large and small, and sanitary containers in women's restroom.
- Put trash bags back into each trash can.
- Trash from exterior of building that was left during the event.
- Clean and mop all spills.
- Clean all tables and chairs and return them to standard arrangement.
- Wipe down restrooms-including sink, counter, and surrounding area.
- Make sure toilets are flushed and are clean and mess free, including the rim and under the seat.
- Ensure there are no soiled diapers inside any of the containers inside the building.
- Take down all decorations.
- Sweep floors and check for crumbs, confetti, spills, etc.
- Clean all handprints from the glass doors.
- Turn off all lights.
- Close and lock front door.
- Put the key in the return box outside the front door.

Inform the City Clerk's Office of any issues you experienced by calling (502)845-4159 or emailing debbie@eminenceky.net.

For emergencies after-hours, contact: Mayor Downey at (502) 743-1304.

**SCHEDULE A: Rental Fee Rates
Updated January 10, 2024**

| Eminence Resident | Deposit |
|---|----------------|
| \$150 5hrs. or more | \$100 |
| \$50 per hour | \$100 |
| An additional \$100 per hour will be charged for exceeding scheduled rental time. | |

| Non-Eminence Resident | Deposit |
|---|----------------|
| \$150 5hrs. or more | \$100 |
| \$50 per hour | \$100 |
| An additional \$100 per hour will be charged for exceeding scheduled rental time. | |

| Non-Profit Organization 501(c)(3) | Deposit |
|--|----------------|
| \$150 5hrs. or more | \$100 |
| \$50 per hour | \$100 |
| An additional \$75 per hour will be charged for exceeding scheduled rental time. Must provide proof of nonprofit status. | |

| Voluntary Established Organization or Club | Deposit |
|--|----------------|
| \$150 5hrs. or more | \$100 |
| \$50 per hour | \$100 |
| An additional \$75 per hour will be charged for exceeding scheduled rental time. | |

**Event Repeat Discount: (e.g., weekly, monthly, annually) 10% discount is given off rental fee for event repeats.*

****Cater Services:**

- All Caterers must have or purchase a business license with the City of Eminence.
- If serving alcohol, Caterer must have and show proof of alcohol license through the State of KY.
- Alcohol **cannot** be sold
- Any questions, contact our local ABC rep LeeAnn Armstrong 502-758-1463.

****The City of Eminence is not responsible for lost, stolen, or left behind items.*