

RENTAL AGREEMENT FOR THE HERITAGE HILLS BANQUET HALL AND THEATER

This contract must be signed and rental deposit paid to ensure your date is scheduled.

This rental agreement made and entered into on _____ by and between the London-Laurel
County Tourist Commission (hereinafter referred to as LLTC) and _____
Date
Lessee
(Hereinafter referred to as Lessee) for rental of facilities located at 472 Falls Street, London, KY

- 1. **Banquet/Reception Hall** – upstairs and down as well as the deck area. With parking out front. The rental does not extend past the deck area.
- 2. **Other areas** (list detailed description)

BUILDING/PROPERTY USE SCHEDULE

Date wanted _____
Area used _____
Activity intended _____
Time: _____
(Est number of attendees) _____

Number of tables & chairs needed (4-8 per table) _____ (250 maximum seats upstairs)

Contact person _____ phone# _____

Address _____

Signature of acceptance of contract _____

Signature of LLTC agent _____

Office use only
Deposit
Date _____
amt pd _____
Ck or cash ck # _____
initials _____
remaining amt due _____

Bal paid
amt pd _____
Date _____
Ck or cash _____ ck # _____
Initials _____
Bal due _____

PAYMENT TERMS

- 1. The Lessee agrees to pay LLTC in consideration for the rental of said facilities the sum of _____ in addition to any other sums to be paid to LLTC pursuant to subsequent sections of the Agreement. **1/2 of rental amount** (_____) **is required upon execution of this document to serve as confirmation of the booking** with remainder of indebtedness due by 3 days prior to the scheduled rental. Or when key is picked up.

A refundable security deposit of \$200 will be charged when renting the banquet hall and \$100 when renting the theater. All areas will be inspected following the event. All or part of the security deposit may be retained if problems are found. Lessee must contact the LLTC office on the next business day regarding the issue.

Any damage to LLTC property above what the security deposit will cover will be the responsibility of the lessee. The lessee is defined for the purpose of this document as the person who signs the rental contract.

Any unusual items used in facility must be pre-approved by LLTC
“absolutely no hay or straw bales will be allowed inside.”

- Special considerations by lessor* _____

Amt dep paid _____ ck or cash
(circle)
Date _____ emp initials _____
Date refunded _____
refund picked up by
sign _____

- 2. Services provided:
Heat, air conditioning, and electricity from existing systems unless incidences are beyond control of LLTC.
Custodial service: delivery of clean premises prior to occupancy.
*** Removal of excessive waste material inside or out is not provided and subject to an additional charge.***

ADDITIONAL SERVICES AND CONDITIONS

- Lessee shall have all Lessee or Lessee’s exhibitor service contractors approved by LLTC. Lessee shall not collect or cause to be collected, or announce the collection of any money or goods on the premises without written permission of LLTC.

INSURABLE INDEMNITY

Lessee agrees to assume, defend at all times, indemnify, protect, save and hold harmless, LLTC against claims or demands arising or resulting from the use by Lessee of the premises, including without limitation the claims of any employee of Lessee or of any person attending the event for which the premises have been leased, and the claims of any other person for damages for bodily injury, or death, and claims for damages to the property which is sustained in or on the leased premises.

CANCELLATION & REFUND POLICY

Should Lessee desire to cancel this agreement, a 30-day notice is required for refund of rental deposit and damage deposit minus a \$25.00 handling fee that will be retained. There will be no cash refunds. All refunds will be in the form of a check and could take up to two weeks to process. If a refund is not received within four weeks, call the LLTC office at 606-878-6900.

RULES AND REGULATIONS

- **Capacity and exits:** Lessee hereby agrees that it will not sell, or permit to be sold, tickets in excess of seating capacity. Further, no portion of any exits shall be blocked in any manner whatsoever and no exit door shall be locked while the facility is in use.
- **Hazardous Materials:** Lessee agrees not to bring onto the leased premises, any material, substances, equipment or object which is likely to endanger lives on the premises or is likely to constitute a hazard to the property.
- **Defacement of facility:** Lessee specifically agrees not to nail, staple, screw, or tape anything to the premises, except in areas expressly provided for such use, and shall be responsible for any and all damages to the premises caused by the acts of the Lessee or Lessee's agents, employees, or guests.
- **Alterations:** Lessee agrees to accept the leased premises "as is" without any obligation on the LLTC to alter or make any changes in any of its physical facilities, including existing tables and chairs. If changes are made by lessee, they will be obligated to return items to their original location.
- **Control of Facility:** In using the premises mentioned, LLTC does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of same. Duly authorized representatives of LLTC may enter the premises at any time and on any occasion without restrictions whatsoever. LLTC at reasonable discretion may suspend any activity that endangers life, causes injury, threatens public health and safety, or violates any laws.
- **Property of Lessee:** Upon the expiration of the Agreement, Lessee agrees to remove from the premises all property of whatever nature brought thereon by Lessee, or any of its agents or employees, and that LLTC shall in no way be responsible for property not so removed. Lessee agrees that all of its property and the property of others brought on the premises shall be at the risk of the Lessee and that LLTC is not liable for any loss or damage to any such property.
- **Sublet:** Lessee shall not assign the agreement nor suffer any use of the premises other than herein specified, nor sublet the premises or any part thereof, without the written consent of LLTC.
- **Licenses, Permits, and Taxes:** Lessee agrees to collect where required by law, and to pay and deliver over to the proper government agency, any licenses, fees, permits, and taxes required to be issued or paid in connection with the Lessee's use of said premises.
- **Termination:** Should LLTC be destroyed by fire or any other element or act of God and be made impractical for use, LLTC at its discretion may terminate this agreement. LLTC would then refund to the Lessee any deposit paid by Lessee. Lessee hereby waives any and all claims for damages or loss of profit or other compensation, which might arise out of such termination.
- **Default:** Notwithstanding any other provision in this Agreement, if Lessee violates any of the terms or conditions, such violations shall word as forfeiture of all monies previously paid to LLTC, the same to be treated as liquidated damages and no portion thereof shall be returned to Lessee. LLTC shall have in addition the right in the event of such violation to terminate this agreement if it elects to do so.

BUILDING USE POLICIES

- Smoking is not permitted anywhere in the building. Lessee will be responsible for enforcing the non-smoking policy within the building. Smoking is permitted 25 feet outside the entrances of the building per the City of London law.
- Candles must be enclosed in a glass shade or votive container.
- No items (decorations, posters, flip chart paper, etc.) may be affixed to any wall, ceiling, or light fixture with tape, nails, tacks, screws, or any type of adhesive. Post-it flip chart paper is permitted on walls if pre-arranged with the LLTC.
- No staples or tape are to be used on the tables.

- No table confetti, glitter, sprinkles, “silly string”, rice, birdseed, flower petals, or bubbles may be used inside of the facility.
- No camping is permitted on the premises.
- Lessee’s use of the premises should not be a nuisance nor disrupt or cause interference with any other uses of other areas of the property or its neighbors.
- When renting one building, all lessee decorating must be done on the day of the scheduled event. When renting both buildings, lessee decorating may be done the day before the scheduled event if possible. If additional decorating time is needed, arrangements must be made in advance and the extra decorating time will cost \$50 per hour in addition to the rental amount. Extra decorating time will be based on availability of the space.
- No alcohol is permitted to be brought inside the premises of either building per KRS 242.230

Notice by Mail: All payments and notice requirements shall be made payable and mailed to:

*London-Laurel Co Tourist Commission
140 Faith Assembly Church RD
London, KY 40741*

RENTAL PRICE SCHEDULE

RATES-For Groups up to 250*	Business & Public	Non-Profit organizations
<p>Reception/ Banquet Hall: Includes upper and lower floors (including deck area with parking out front)</p>	<p>6 hours-\$500 per day week-ends (Fri.,Sat.,Sun.) \$350 per day week days (Mon.-Thurs.) ★<u>Special Package:</u> Friday from 9 a.m. to Saturday at midnight - \$1,000 \$50 each additional hour</p>	<p>6 hours- \$350 per day weekends \$250 per day week days \$25 each additional hour</p>
<p>Access to acreage and ponds in addition to Banquet Hall</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must have insurance <input type="checkbox"/> Sign waiver <input type="checkbox"/> Fishing: must agree to catch and release policy <input type="checkbox"/> Must be renting the banquet or theater facilities. 	<p>Access fee-\$200</p>	<p>Access fee- \$200</p>
<p>Theater at Heritage Hills: Includes theater, dressing room, and receiving area inside the entrance.</p>	<p>6 hours - \$400 weekends \$300 week days Additional day for decorating purposes - \$200 \$50 each additional hour</p>	<p>6 hours-\$300 weekends \$200 week days Additional day for decorating purposes - \$150 \$25 each additional hour</p>

Weekly rates are available