

# RENTAL AGREEMENT FOR THE LONDON COMMUNITY CENTER

This rental agreement, made and entered into at London, Kentucky on \_\_\_\_\_ by and between The London Community Center, a property of the City of London located at 529 South Main Street, London, Kentucky, 40741 (hereinafter referred to as "LCC"), and \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter referred to as "Lessee").

WITNESSETH:

It is hereby mutually agreed by and between LCC and Lessee as follows:

## 1. PORTION(S) OF PREMISES RENTED

LCC hereby leases unto Lessee the following portions, and no other, of the premises known as the London Community Center in London, Kentucky, namely \_\_\_\_\_, together with the usual entrances and exits to the same, to be used for the purpose of conducting \_\_\_\_\_ on the following date(s): \_\_\_\_\_, as outlined in the following Space Use Schedule.

Use of the Kitchen facility requires an additional deposit of \$50.00. If kitchen premises are left clean and in the same condition as existed on the date of possession, the deposit of \$50.00 will be refunded

### SPACE USE SCHEDULE

Day, Date: \_\_\_\_\_  
Space: \_\_\_\_\_  
Activity: \_\_\_\_\_  
Time: \_\_\_\_\_  
Contact Person \_\_\_\_\_

- Move-out to be completed prior to \_\_\_\_\_ on \_\_\_\_\_.
- You have rented a specific area of the facility and that and all activities should be contained to that area. If other areas are used, including the Commons Area, your group will be subject to additional rental charges. The Commons Area is to be used to access the kitchen and restroom, and may be used as a registration point with prior consent of the LCC.
- The Contact Person for the Lessee will be on the premises at all times when the Lessee is physically using the premises. (I.e. decorating, cleaning, preparing for the activity, etc.)
- The Lessee will have the Contact Person arrive at the premises at least thirty minutes prior to the scheduled activity.

## 2. PAYMENT TERMS

The Lessee agrees to pay LCC, in consideration for the rental of said facilities, the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in addition to any other sums to be paid to LCC pursuant to subsequent sections of this Agreement. A deposit equal to half of the base rent due shall be required upon execution of this document to serve as confirmation of the booking. The deposit, along with this signed Rental Agreement, shall be due within ten (10) days of the date of this agreement. If not received within ten (10) days, LCC reserves the right to release the above date(s) to another party.

Therefore, the Lessee shall pay to LCC, upon the execution of this Agreement, a deposit in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), representing half of the base rent, on or before \_\_\_\_\_, ten (10) days from the date of this Agreement. All remaining indebtedness is due at least three days before \_\_\_\_\_, the day of the event, unless prior arrangements have been agreed upon between LCC and Lessee. Any additional uncalculable charges (i.e., linen charges, refreshment charges, excessive clean-up charges, etc.) will be invoiced by LCC and due within seven (7) days from the date of the invoice.

There will be an additional \$20.00 service charge for any returned check, payable to the City of London.

## 3. START OF RENTAL PERIOD

LCC will open the premises to Lessee in a clean condition on \_\_\_\_\_ at \_\_\_\_\_, unless prior arrangements have been agreed upon between LCC and Lessee. Any changes by Lessee, to be made for the above scheduled Time will be in writing.

#### 4. SERVICES PROVIDED

Except when prevented by strikes, accidents, or other causes beyond the control of LCC, LCC will provide, at its expense, the following:

- a. Heat, ventilation, and air conditioning, within normal comfort ranges, as may be provided by existing permanent systems during occupancy by patrons or guests. Ambient conditions are provided at all other times.
- b. Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas and restrooms and cleaning at the conclusion of the lease term will be provided. Removal of excessive waste material, peculiar to a particular activity (animal waste, sawdust, soil, or large volume of exhibitor waste, etc.) is not provided and subject to additional charge.
- c. All garbage shall be collected and put into garbage cans at the time Lessee moves out of their rented area. Any excessive cleaning as deemed necessary by the LCC staff is subject to an additional clean-up charge at a minimum of \$50.00. The actual fee will be determined based upon the variance of normal clean-up activity and labor involved from comparable events.
- d. Illumination of the leased area as afforded by permanent fixtures is provided.

#### 5. ADDITIONAL SERVICES AND CONDITIONS

- a. Lessee shall furnish LCC final floor plans and requirements for layout, equipment, decorations, etc., for approval, prior to exhibit space sales, ticket sales, or any other use of the space by Lessee. Final details with regard to set-up and scheduling requirements will be submitted by Lessee two weeks prior to the event.
- b. Lessee shall have all Lessee or Lessee's exhibitor's service contractors approved by LCC.
- c. Lessee shall not collect, or cause to be collected, or announce the collection of any money or goods, whether for political purposes, charity, or otherwise on the premises without the prior written consent of LCC.
- d. Lessee shall make all provisions for the sale and collection of tickets to the event.
- e. No sporting events will be permitted or conducted at LCC. Sporting events are to include, but are not limited to, the following: wrestling, boxing, strength competitions, "tough man" competitions, cheerleading, and aerobics.
- f. Animals and pets are not permitted in the building except when allowed by management in conjunction with a performance legitimately requiring the user of animals. Seeing-eye dogs are permitted.
- g. Helium balloons may not be given out nor permitted on the premises without prior written consent. Lessee shall not use any oil fog machines.
- h. The use, maintenance, and operation of the LLC equipment, including the lighting system and sound system, is restricted to personnel authorized by the LCC.
- i. Lessee shall not sell or serve food, beverage, concessions, novelties, recordings, programs, or other items without prior written consent.

#### 6. INSURABLE INDEMNITY

Lessee agrees to assume, defend at all times, indemnify, protect, save and hold harmless, LCC 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, the claims 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, sickness, mental anguish, or death, and claims for damages to the property of Lessee or any other person(s) which is sustained in the use by Lessee of the leased premises. Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and LCC, including broad form comprehensive general liability to insure against the claims or damages mentioned hereinabove. The insurance hereby required will be in full force and effective throughout this lease.

7. STAFFING

Consideration as stipulated in Paragraph 2 does not include personnel as may be required to staff the premises for the event including, but not limited to, ticket sellers, ticket doormen, ushers, security guards, special police, stage hands, first aid, and other personnel as LCC, in its reasonable discretion, shall deem necessary. LCC may require payment at its usual and customary fee.

8. CANCELLATION

Should Lessee desire to cancel this Agreement, notification of such must be given, in writing, to LCC at least thirty (30) days prior to the scheduled event, or if Lessee wishes to rent the facility within thirty days of an event, a cancellation notification period equal to half the time between execution of this Agreement and the scheduled event will be enforced. (For example, if a deposit is received on March 14th for a March 28th event, LCC must receive any cancellation notice by March 21st, the halfway point between March 14th and March 28th.) With proper notification, LCC shall refund any deposit paid, less any expenses incurred in connection with the Agreement prior to cancellation, to Lessee, and both parties shall be relieved of any further obligations under this Agreement.

Should, however, Lessee cancel this Agreement later than the time stipulated above, Lessee will forfeit any deposit monies that have been paid to LCC, and Lessee will also be held responsible for any expenses incurred in connection with this Agreement prior to cancellation. If Lessee cancels the planned event within seventy-two (72) hours of the event date, all monies paid, including deposits and any additional payments received by LCC, will be forfeited to LCC.

9. PLACE OF FUNCTION

All notices, announcements, advertisements, or invitations will refer to the place of activity as The London Community Center.

10. COMPLIANCE WITH RULES AND REGULATIONS

Lessee, shall, and shall cause its servants, contractors, agents, employees, patrons, and guests to abide by this agreement and by such reasonable rules and regulations as may, from time to time, be adopted by LCC for the safe and effective occupancy and operation of said premises. LCC will not be responsible for Lessee's claim, cause of action or pending litigation arising from their occupation or use by their sublease's subcontractors or related third party.

11. CAPACITY AND EXITS

Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity or admit a larger number of persons than can safely and freely move about in the rented areas, and the decision of LCC in this respect shall be final. Further, no portion of any passageway or exit way shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit way shall be locked, blocked, or bolted while the facility is in use. Moreover, all designated exit ways shall be maintained in such a manner as to be visible at all times. Firefighting and emergency equipment may not be hidden or obstructed, including fire extinguishers, fire alarm pull stations, utility panels, and switch gears. No parking in fire lanes, service roads, loading dock area, or any other location posted "No Parking". This rule will be strictly enforced and unauthorized vehicles will be removed at owner's expense. Loading or unloading is permitted only through the loading dock. No loading or unloading is permitted through the front of the building.

12. HAZARDOUS MATERIALS

Lessee agrees not to bring onto the leased premises, any material, substances, equipment or object which is likely to endanger the life of, or cause bodily injury to any persons on the premises or which is likely to constitute a hazard to property thereon. Lessee agrees that no smoking will be permitted within the interior of the facility. Lessee shall not erect or operate any machinery, power equipment, explosive or flammable substance, without prior written consent. The use of flash powder, explosives, lasers, or other hazardous devices, along with scenery properties and costumes, must be in compliance with all applicable fire and safety regulations. All drapes, curtains, table coverings, skirts, carpet, or any materials used in exhibits must be flame retardant. The use, display, or storage of flammable liquids, including LPG gas, is prohibited except as provided by local and state fire regulations. Internal combustion equipment and motor vehicles may be displayed with prior written approval and under the following conditions: fuel tanks must be locked or sealed, electrical power supply must be disconnected, keys must be removed from ignition, fuel supply limited to installation and removal, and motor vehicles must be displayed on approved carpet covering.

13. DEFACEMENT OF FACILITY AND FURNISHINGS

Lessee specifically agrees not to nail, screw, or tape anything to the premises, except in those areas expressly provided for such use, and shall be responsible for any and all damages to the premises and to LCC's property caused by the acts of the Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise. Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced.

Furnishings are to be moved only by authorized staff of LCC. Extra tables and/or chairs can be obtained from the LCC staff. Lessee will not remove any items from any other meeting rooms as these rooms may already be prepared for another group. Lessee also agrees to take all precautions to insure that tables, chairs, carpeting, and other furnishings are not damaged. These precautions include, but are not limited to, the following: tablecloths on all preparation, serving, and dining tables for all food events (except those serving beverages and light refreshments only), candleholders on table coverings for all burning candles and Sterno burners, if needed cork pads may be obtained from the LCC personnel, no use of hay or straw, and no use of glitter.

Banners, overhead signs, and light and sound equipment may not be hung from The London Community Center ceilings or walls except by London Community Center personnel or authorized contractor. Materials needing to be displayed must be given to London Community Center personnel at least two days in advance of the scheduled event. No adhesive-backed (stick-on) decals, advertisements, or similar items may be distributed or used at the LCC.

#### 14. ALTERATIONS

Lessee agrees to accept the leased premises "as is" without any obligation on LCC to alter or make any changes in any of its physical facilities.

#### 15. CONTROL OF FACILITY

In using the premises hereinbefore mentioned, LCC 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 LCC may enter the premises at any time and on any occasion without restrictions whatsoever. The entire facility, including the area which is subject to this Agreement, shall at all times be under the charge and control of LCC. LCC in its reasonable discretion may suspend any activity which endangers life, causes bodily injury, threatens public health and safety, or violates community standard.

#### 16. COMMON AREAS

Lessee acknowledges that besides the uses of the premises, as stated in Paragraph 1 of this Agreement, LCC and various parts thereof and areas therein may or will be used for installation, holding, or presentation, and removal of activities, events, and engagements other than the event, as stated in Paragraph 1, and that in order for LCC to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of LCC, including without limitation, entrances, exits, receiving areas, marshalling areas, storage areas, and concession areas, to be scheduled or shared. Lessee agrees that LCC shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and Lessee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Lessee enter or use any area or facility of LCC other than those stated in Paragraph 1 of this Agreement without first obtaining LCC's consent and approval. If Lessee is renting the full facility, the sharing of facilities will not be necessary. Children should be under adult supervision at all times and will not be allowed to run freely throughout the building and in the Commons Area.

#### 17. COPYRIGHTS, RECORDING AND BROADCAST RIGHTS

a. Lessee agrees that no recording whether visual or audio, of any kind, will be made of the event covered by this Agreement without prior written approval from LCC. LCC has the right to require payment for said privilege.

b. LCC reserves all rights and privileges for outgoing television and radio broadcasts originating from LCC's facility during the term of this Agreement, except such broadcast or telecast as might be made for news purposes. Should LCC grant to Lessee such privilege, LCC has the right to require advance payment of any estimated related costs to LCC and may also require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

#### 18. COMPLIANCE WITH LAWS

Lessee shall comply with all federal, state, or local laws and no activities in violation of federal, state, or local laws will be permitted on the premises and it shall be the responsibility of the Lessee to enforce this provision. In addition, Lessee agrees to comply with the following requirements.

a. Lessee agrees to comply with the requirements of the Americans with Disabilities Act (ADA) and all relevant federal, state, and local laws. LCC will be responsible for ensuring that the physical premises, including parking spaces, seating, and common areas such as restrooms and concession areas, meet the ADA's accessibility requirements. Lessee shall be responsible for and shall bear all costs of ensuring that its event or program otherwise complies with the ADA's accessibility requirements. This includes, but is not limited to, the provision of auxiliary aids and service such as sign

interpreters, readers, and Braille or large print programs, etc. when such aids are required by the ADA and are requested by a patron. Lessee also agrees to assume, defend against, indemnify, and hold harmless LCC for any liability arising or resulting from the Lessee's failure to comply with the ADA or relevant law.

b. Lessee agrees to abide by all federal, state, county, or city alcoholic beverage laws. The Lessee agrees that under the terms of this Agreement, except as is otherwise stated, the mutual agreement causes the events occurring within the facility to be private in nature. The consumption of alcoholic beverages may not occur outside the facility or in the parking area. No employee of the LCC shall serve or assist in any manner the serving of alcoholic beverages within the facility. The Lessee acknowledges that it is responsible for the actions of its guests, and/or agents, servants, patrons, or invitees, and at its option, the LCC may refuse to allow the consumption of alcoholic beverages at the facility. The Lessee agrees to abide by all of the requirements of the "User Policy" attached hereto and the parties incorporate all of its terms and conditions as a part of this Agreement.

#### 19. 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 LCC shall in no way be responsible for property not so removed, this includes fountain drink machines, floral/décor items, helium tanks, etc. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of the Lessee and that LCC shall not be liable to the Lessee or others, for any loss or damage to any such property.

#### 20. SUBLET

Lessee shall not assign this 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 LCC.

#### 21. LICENSES, PERMITS, AND TAXES

a. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any an all licenses, fees, permits, and taxes required to be issued or paid in connection with the Lessee's use of said premises.

b. Lessee must obtain any additional licenses and permits required by federal, state, county, or city laws, ordinances, and policies and shall permit inspection by appropriate departments or agencies of federal, state, county, or city governments.

c. Lessee shall obtain all licenses, permits, union and trade organization clearances required by federal, state, or local laws.

#### 22. TERMINATION

Should LCC be destroyed by fire or other elements, or by mob, riot, war, or other civic commotion, or should any part of LCC be made impractical for use by any cause, LCC may, at its discretion, terminate and void this Agreement. If such termination occurs before the lease period begins, LCC will refund to Lessee any deposit, theretofore paid by Lessee after deducting from such deposit, any expense incurred to the time by LCC in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to LCC a prorated portion of the consideration plus any expenses incurred by LCC to that time, in connection with this Agreement, and LCC will refund any part of the consideration already paid by Lessee which exceeds such amount. In the event of such termination, Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such termination.

#### 23. DEFAULT

Notwithstanding any other provision in this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as forfeiture of all monies previously paid to LCC, the same to be treated as liquidated damages and no portion thereof shall be returned to Lessee. LCC shall have in addition the right in the event of such violation, to terminate this Agreement if it shall elect to do so.

#### 24. NOTICE BY MAIL

All notice requirements shall be by certified United States Mail, postage prepaid, return receipt requested. Notice shall be deemed given to The London Community Center when same is received at its office at 529 South Main Street, London, Kentucky, 40741. Notice to Lessee shall be deemed given when received at the address of the Lessee as stated heretofore.

The terms of this Agreement are accepted.

LESSEE: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

THE LONDON COMMUNITY CENTER

By:

Date: \_\_\_\_\_