

Highland Heights Community Center
175 Johns Hill Rd.
Highland Heights, KY 41076
859-441-8575

Date _____

The following is a contract between the City of Highland Heights
And _____ (hereinafter referred to as "Renter") for the rental of the Highland Heights
Community Center.

Address: _____ Phone Number: _____

Date of Event: _____ Hours of Event: _____

Type of Event: _____

Number of persons to attend: _____ Will event be catered: _____

Cost:	Four (4) hour rental	\$125.00 (\$ 75.00 rental + \$50.00 deposit)
	Six (6) hour rental	\$175.00 (\$125.00 rental + \$50.00 deposit)
	Eight (8) hour rental	\$225.00 (\$175.00 rental + \$50.00 deposit)

Renter is responsible for set up and clean up of hall and supplies for drinks, food, etc. All drinks must be kept inside the Highland Heights Community Center (HHCC), excluding the deck area. Renter is responsible for securing all permits, if necessary.

Security Deposit is refundable if hall is cleaned to the satisfaction of the City of Highland Heights Representatives.

Security Deposit of \$50.00 is required at the time the contract is signed, and payment of the remaining \$50.00 is payable 60 days prior to the event. In the case that the rental agreement (contract) is signed closer to the event than 60 days, the full rental amount (including deposit) is payable at the time the contract is signed.

Please make check payable and remit to: City of Highland Heights
175 Johns Hill Rd.
Highland Heights, KY 41076

RENTAL IS BASED ON THE FOLLOWING TERMS AND CONDITIONS:

A. Insurance and Liability

1. Renter hereby agrees to indemnify the City of Highland Heights for any damage done by the Renter, its guests, 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 Highland Heights and its representatives and assigns, from any and all claims. Including but not limited to the dispensing of alcoholic beverages, personal injuries or property damage caused or inflicted by the activities of the Renter, Renter's guests, agents, servants or employees.
2. Food caterers shall not be permitted to service the event unless the caterer carries liability insurance with a combined single limit of at least \$500,000.00. Such insurance shall name the City of Highland Heights as additional insured for the date(s) the premises are to be rented. Such insurance shall also state that the coverage provided to the HHCC and the City is over and above any liability insurance, show the caterer is

in compliance with this requirement, and shall be provided to the City of Highland Heights at least 10 days prior to the event. Otherwise, the caterer will not be permitted to service the event.

3. The Community Center's and/or the City of Highland Heights' insurance WILL NOT protect either the Renter or the Renter's guests, employees, agents, servants or caterer from claims arising out of the Renter's use of the rented premises. Renter is strongly advised to consult with their legal council 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 is true whether or not alcoholic beverages are being served or not being served.

B. DEPOSIT AND REFUND POLICY:

1. Deposit of \$50.00 must be received on the date this contract is entered into.
2. **NO REFUND** for deposit will be given upon cancellation.
3. No refund whatsoever will be given if agreement is terminated by actions of persons attending the event or by actions of the Renter, its agents, servants or employees.
4. In the event that at any time after the date this agreement is signed and before or during the time the hall is rented, the City of Highland Heights should (a) be materially hampered, interrupted or interfered with in the carrying out or completion of this agreement by (1) reason of fire, casualty, black-out, strike, unavoidable accident, riot, war, act of God or any local or national emergency, unusual condition or (2) any other cause of the same or similar kind, then (b) this agreement, at the option of the City of Highland Heights shall become null and void. Renters shall not be entitled to any use of said hall. The rental fee and security deposit shall be returned to the Renter within 15 days subsequently to any of the aforementioned events.

C. DECORATIONS:

1. Glitter, confetti or any fine materials are NOT permitted.
2. Renter must remove and properly dispose of all decorations.
3. **ONLY TABLE DECORATIONS ARE PERMITTED. ABSOLUTELY NO NAILS, HOOKS, PINS, TAPE OR GLUE ARE PERMITTED ON ANY SURFACE.**

D. CLOSING:

1. All guests shall vacate the hall within one half (1/2) hour after the event.
2. Renter shall vacate the hall within one (1) hour after the event.

E. MISCELLANEOUS:

1. Rental rate is for four (4), six (6) or eight (8) hours.
2. No rental will be allowed between the hours of: 1:00 a.m. – 7:00 a.m.
3. Outside doors shall remain closed at all times during the event. They may not be propped open.
4. Any balloons, signs etc., placed along the road leading to the Highland Heights Community Center (HHCC) must be removed by the day following the event.
5. Positively "NO SMOKING" inside Community Center. Federal law prohibits smoking inside government owned buildings.

F. CATERING:

1. Renter may furnish his own caterer. Limited kitchen facilities are available at the HHCC.
2. 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 my result in loss of security deposit.
3. Caterer must furnish his/her own liability insurance in the amount of \$500,000.00 as is outlined in paragraph A.

G. SEATING AND SEATING ARRANGEMENTS:

1. The maximum seating capacity for the hall is 71 persons, maximum standing is 165 persons, and the maximum deck capacity is 31 persons. No exceptions can or will be made.
2. Seating arrangements will be finalized with Renter the week prior to the event.

H. MUSIC:

1. Renter may furnish his/her own music, DJ or band. The music must remain inside the premises. Excessively loud music will NOT be tolerated.
2. Music must stop no later than 11:00 p.m.

I. REFUND POLICY:

1. No refund of the deposit, if any, will be given upon cancellation.
2. No refund will be given if this agreement is terminated by actions of the persons attending the event or by actions of the Renter, their agents, servants or employees.
3. In the event that at any time after the date this agreement is signed and before or during the time the hall is rented, the City of Highland Heights should (a) be materially hampered, interrupted or interfered with in the carrying out or completion of this agreement by (1) reason of fire, casualty, black-out, strike, unavoidable accident, riot, war, act of God or any local or national emergency, unusual condition or (2) any other cause of the same or similar kind, then (b) this agreement, at the option of the City of Highland Heights shall become null and void. Renters shall not be entitled to any use of said hall. The rental fee and security deposit shall be returned to the Renter within 15 days subsequently to any of the aforementioned events.

J. UNDERSTANDING AND COMPLIANCE:

Renter has read the above Rental Agreement, including terms and conditions, understands them and agrees to comply with them in full. Non-compliance can result in immediate termination of the rental agreement, closing of the HHCC and removal of the guests from the premises at the option of a representative from the City of Highland Heights or a representative from the HHCC and forfeiture of the Security Deposit.

Renter

HHCC Representative

Date

Date