



# CITY OF CALVERT CITY

## CIVIC CENTER AND/OR AMPHITHEATER RENTAL AGREEMENT

**THIS RENTAL AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF CALVERT CITY, KENTUCKY (hereinafter called "Owner") and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter called "Renter").

### WITNESSETH:

**THAT FOR AND IN CONSIDERATION OF** the provisions, terms, covenants and conditions set forth herein, Owner hereby rents to Renter the following portions of the Calvert City Civic Center and/or Amphitheater:

\_\_\_\_\_ for the following period: \_\_\_\_\_.

### THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

**Purpose And Use:** It is expressly understood that the rented premises are to be used for the following purposes and not otherwise:

\_\_\_\_\_  
\_\_\_\_\_.

Renter hereby acknowledges and confirms that Renter is/is not (circle one) a resident of the City of Calvert City, Kentucky. Further, Renter acknowledges and confirms that the purpose and use of the premises is/is not (circle one) in furtherance of a commercial or profit oriented venture or business (with the exception of meetings and training sessions conducted for the benefit of businesses and similar commercial entities located in the City – which uses shall be considered non-profit in nature).

**Rent:** The Rent to be paid to Owner by Renter under this Agreement shall be \$\_\_\_\_\_ for singular events, to be paid upon execution of this Agreement ; or monthly rental payments of \$\_\_\_\_\_ for repetitive events, to be paid on or before the first day of each calendar month during the term of this Agreement.

**Security Deposit:** Upon execution of this Agreement, Renter shall pay to Owner the sum of \$\_\_\_\_\_ as a security deposit to assure the faithful performance by Renter of all of the terms and conditions contained herein. Should Renter, its guests, invitees or licensees cause damage to the premises, fail to properly clean the premises, or otherwise breach the terms of this Agreement, such security deposit may be applied by Owner to the repair, cleaning or remedy of such breach; and the balance of the security deposit, if any, shall be returned to Renter.

**Worker's Compensation:** In the event that Renter shall make use of employees upon the rented premises, Renter shall first provide to Owner proof of worker's compensation insurance for the full statutory amounts required by law and Renter shall file "notice of full coverage for all occupational diseases" with the Workers Compensation Board Of Kentucky.

**Law And Order:** Renter is responsible for maintaining law and order both within and outside the building at all times during the rental term.

**Alcohol And Intoxicating Substances:** Renter shall not allow alcoholic beverages or other intoxicating substances to be brought upon, or consumed upon, the premises. Neither shall Renter knowingly allow any person under the influence of any intoxicating substance to come upon or remain upon the premises.

**Rules And Regulations:** Renter, in the use of said premises, shall conform to all reasonable rules and regulations as may be prescribed by Owner and made known to Renter; and will comply with all City Ordinances and laws of the Commonwealth of Kentucky and of the United States of America.

**Curfew:** Renter's use of the premises shall be restricted by a curfew of 1:00 a.m.

**Owner Access.** The Owner, its officers, elected officials, agents and employees shall have free access to all parts of the rented premises during the rental term for the purpose of maintenance, inspection and conformance.

**Decorations And Signage:** Renter shall not deface walls, ceilings, floors or appurtenances with tape, nails, tacks or other applications which may mar, discolor, penetrate or otherwise cause damage to the surface or structure of the premises. (Owner has available for purchase decoration hangers which can be attached to the drop ceiling of the Civic Center without causing damage.)

**Maintenance And Repair:** Throughout Renter's use of the premises, Renter shall take reasonable precautions to protect the premises from damage by Renter, guests, and licensees. Immediately following Renter's use of the premises for the intended event and before departing from the premises, Renter hereby agrees to repair, maintain, clean and leave the premises in the same condition as when received by Renter including but not limited to wiping and disinfecting table tops and chairs, sweeping and mopping, and returning furniture to its original location. All such repair, maintenance and cleaning shall be conducted during and at the end of the scheduled lease period. Any damage or mechanical issues observed by Renter during the lease period and not repaired or resolved by Renter, shall be reported to the City Administrator as soon as practicable.

**Termination:** Renter, upon termination of this Agreement, will surrender possession of the premises in the same condition as when received by Renter, and in a general state of cleanliness both within and outside the building; and if the premises shall be damaged by the action or negligence of Renter, Renter's agents, employees, patrons, guests, invitees or licensees, Renter will pay to Owner on demand such sums (in addition to the security deposit) as shall be necessary to restore said premises to its condition when received by Renter and compensate Owner for all such damages. Such repair shall be affected by Owner, at such time and by such persons and/or

entities as Owner may deem appropriate and expedient in its sole discretion, and Renter agrees that Owner's exercise of these rights shall in no way affect Renter's responsibility and liability for any and all such expenses incurred by or on behalf of Owner.

**Hold Harmless And Indemnity:** Renter further agrees to hold harmless and indemnify Owner, its Mayor, Council Members, officers, agents, representatives and employees from and against any and all claims, suits, damages, costs of defense, or other costs resulting from the use of the rented premises by Renter, regardless of Renter's negligence, intentional tort, or the lack thereof. Upon receipt of notice of any suit or claim against Owner, Renter shall immediately commence to pay the cost of the defense thereof on behalf of Owner, with Owner maintaining the right to counsel of owner's choice.

**IN WITNESS WHEREOF** the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

**CITY OF CALVERT CITY, KY**

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

**RENTER:**

\_\_\_\_\_