

HEATH COMMUNITY CENTER RENTAL AGREEMENT

Rental: _____ Rental Fee Received: _____
Date of Use: _____ \$75.00 Deposit Received: _____
Address: _____ \$75.00 Deposit Returned: _____
_____ Date Key Issued: _____
Telephone: _____ Date Key Returned: _____

As consideration for the use of the Heath Community Center, the Renter must sign this Rental Agreement in the space provided below. By signing, the Renter agrees to comply with the following requirements and agrees to accept the consequences for failure to do so.

A. Heath Community Center Hours. Because the Heath Community Center is located close to residential units, Renters are permitted to use the Heath Community Center between the hours of **8:00 a.m. to 10:00 p.m.** Renters may be ejected from the facility for use during prohibited hours.

B. Alcohol. The Renter is permitted to provide alcoholic beverages to guests free of charge. Renters are prohibited from selling alcoholic beverages. Renter agrees to ensure that alcoholic beverages are consumed in a responsible manner and shall not permit alcoholic beverages to be consumed by a guest manifestly under the influence of alcohol or drugs. Renter shall be subject to ejection and prosecution for the consumption of alcoholic beverages by minors, whether it is occurring with or without the Renter's knowledge. Renter shall indemnify and hold the County harmless for any liability introduced by the consumption of alcoholic beverages upon County property during the rental period.

C. Nuisance. The Renter is responsible for the conduct of guests during the rental period. **Renter shall be subject to ejection for causing or allowing a public nuisance to occur.**

D. Trash. The Heath Community Center will be in a clean condition prior to the event. **Within two (2) hours following the event, the Renter is required to return the space to the same clean condition in which it was found.**

E. Keys. Keys to the Heath Community Center must be returned to the County on the next business day immediately following the rental date. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facility.

F. Rental Fee. The daily rental fee for the Heath Community Center is One Hundred And No/100 (\$100.00) Dollars per day for McCracken County residents and One Hundred Seventy Five And No/100 (\$175.00) Dollars per day for nonresidents of McCracken County. **This reserves the use of the facility on the dates rented from 8:00 a.m. until 10:00 p.m.** Rental fee must be paid in full prior to the event.

G. Damage and Deposit. There is a seventy-five dollar (\$75.00) deposit required in addition to the rental fee, which shall be **returned only if the County determines that all conditions of this Rental Agreement have been met.** The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

H. Adult. Renters must be at least eighteen (18) years of age and all events must be supervised at all times by a responsible adult eighteen (18) years of age or older.

I. General Indemnification. The Renter shall save and hold the County harmless from and against any and all liability, claims and demands related to personal injuries or property loss or damage of any kind, which arise out of or may be in any way connected with, or are claimed to arise out of or be in any way connected with, the rental of the Heath Community Center, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the County, or the County's agent(s) or employee(s).

Renter's Printed Name

Renter's Signature

Date