

HEATH COMMUNITY CENTER RENTAL AGREEMENT

Renter: _____
Date of Use: _____ Fee Received: _____
Address: _____
Telephone: _____ Date Key Issued: _____
Date Key Returned: _____

As consideration for the use of 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. Renters are permitted to use Heath Community Center between the hours of **8:00 a.m. to 12:00 p.m.**

B. Alcohol. The Renter is permitted to provide alcoholic beverages to guests free of charge. Renters are prohibited from selling alcoholic beverages. Properly licensed and insured caterers are permitted to sell alcoholic beverages. Renter must provide the County with documentation of caterers' license and insurance coverage. 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 public nuisance to be caused.**

D. Trash. Heath Community Center will be in a clean condition prior to the event. **Following the event, the Renter is required to return the space to the same clean condition in which it was found. (Remove trash, clean spills, and sweep floors, etc.)**

E. Keys. Keys to 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 Heath Community Center is One Hundred (\$100.00) dollars per day for McCracken County residents and One Hundred and Seventy-Five (\$175.00) Dollars per day for nonresidents of McCracken County. This reserves the use of the facility from Key Pick up the day before the rental event through noon the day after the rental event.

G. Damage, Deposit and Cancellation. The 1st day rental payment is required to reserve the facility. The rental fee must be paid in full a minimum of 60 days prior to the event. In the case of rentals made less than 60 days from the event full payment is due at the time of the reservation. Failure to pay the balance by the due date will result in forfeiture of the deposit. If the reservation is cancelled less than 30 days in advance, then ½ of the rental fee is forfeited unless the facility is rented to another for the same date. In which case the amount of ½ rental fee will be returned by mail. The Renter is responsible for any damage to the facility and any injury incurred upon the premises. Further, there will be a minimum \$250 charge, should the facility not be cleaned. Renter shall not attach any hooks, nails thumbtacks or other hardware to any surface within the building. Renter must use existing black hooks that are located on all posts.

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 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
