

SOUTH HILLS CIVIC CLUB RENTAL AGREEMENT

10 Bluegrass Avenue, Fort Wright, KY 41011

RENTAL IS BASED ON THE FOLLOWING TERMS AND CONDITIONS:

General Description:

- Sit down seating for 80: Ten (10) 6-foot round tables, seating 8 people each
- Parking on-site; handicap-accessible restrooms
- Kitchen area includes: one (1) full-size refrigerator, two (2) beverage refrigerators, one (1) microwave, and one (1) sink. Garbage bags, toilet paper, and cleaning supplies are furnished.
- <u>Neighborhood-friendly events only</u>. The site is in a residential neighborhood. Behavior and noise levels must conform. The City reserves the right to cancel an event, including events in progress, in the event of disruptive or loud activities, in the sole discretion of the City or its police department.

Rental Information:

- South Hills Civic Club is available to rent by residents and non-residents of the City of Fort Wright. Residency will be verified. Renter must be at least 21 years of age.
- The Civic Club Rental covers the hours between 9:00 am and 12:00 midnight (strictly enforced).
- The completed Rental Form, Inspection Report form, Deposit, and Rental Fee are due at the time of booking. No holds will be accepted. Once booked, no refunds will be given except of the security deposit upon confirmed cancellation of an event.
- **RENTAL RATES**: The fees for renting South Hills Civic Club will be as follows, incorporating 6% sales tax to the rental fees:
 - → FORT WRIGHT RESIDENTS: Weekday (Monday Thursday) \$159.00; Weekend (Friday Sunday) and all Holidays \$265.00
 - → NON-RESIDENTS: Weekday (Monday Thursday) \$265.00; Weekend (Friday Sunday) and all Holidays \$371.00
- **DEPOSIT**: All rentals will require a \$300.00 security deposit refundable in the event that all rules and requirements are met. The rental fee and deposit can be combined on one check which is due with the application. This check will be cashed upon receipt.
- CLEANING AFTER EVENT: Renter must perform general cleaning that includes sweeping and mopping all floors and restrooms, wiping of all tabletops, countertops, and chairs, and removal of all trash.

FOR EMERGENCY ASSISTANCE during rental: (a) Weekdays between 8 AM and 5 PM, call the Fort Wright City Building at 859-331-1700; (b) Evenings and weekends, call 911 or Kenton County Dispatch at 859-356-3191 and ask for a Fort Wright Police Officer.

Availability is published on the City of Fort Wright website at www.fortwrightky.gov. Call the Fort Wright City Building Monday through Friday between 8 AM and 5 PM at 859-331-1700 to verify availability.

Items You May Want to Bring: Dish towels, dish cloths, paper towels, extension cords, coolers, ice.

Directions: Follow I-75 South to the Kyles Lane exit. At the traffic light, turn east onto Kyles Lane. Stay on Kyles Lane for approximately one quarter of a mile to East Henry Clay Avenue, which is the second street on the left. Turn left onto East Henry Clay Avenue. Stay on East Henry Clay Avenue for approximately one block. On the right will be Bluegrass Avenue. The South Hills Civic Club is the only building on Bluegrass Avenue.

ADDITIONAL IMPORTANT REQUIREMENTS

A. INSURANCE AND LIABILITY

1) Renter (the person signing the application and their organization/employer if rented on behalf of same) hereby agrees to indemnify the City of Fort Wright for any damage done by the Renter or 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, its representatives, and assigns, from any and all claims arising from the dispensing of alcoholic beverages, from any and all claims for personal injuries or property damage which may be brought against the City, its representatives or assigns, for injuries arising out of the activities of Renter, Renter's guests, agents, servants or employees.

B. DEPOSIT AND REFUND POLICY

- 1) Rental fee and security deposit must be received at the time the application is submitted to the City of Fort Wright and dates are confirmed to be available. The check will be cashed upon receipt. No event is confirmed until payment is received and cashed. If payment does not go through, the rental is terminated unless and until full payment is made good.
- 2) No refund of rental fees will be given if an event is cancelled after booking regardless of whether the site is re-booked for the same date. In the event of a cancellation, the security deposit may only be refunded if there is no damage or loss to the City.
- 3) No refund will be given if the agreement is terminated by actions of persons attending the event or if terminated by the City due to the actions or behavior of Renter, its agents, employees, attendees or guests. In the event of cancellation due to actions or behavior of the Renter, its agents, employees, attendees or guests, no security deposit refund will be given.
- 4) The security deposit will not be returned unless the facility is cleaned to the same condition that existed immediately prior to the event. If the Center is not cleaned to the condition thereof, the City shall mail or otherwise deliver to the Renter a written description of the deficiencies in the post-event cleaning and keep the security deposit of the Renter as liquidated damages for the time, labor, equipment, and supplies necessary for the required cleaning of the Center. The cleaning shall include, without limitation:
 - a) Collecting all trash and depositing it in trash bags in the onsite dumpster/toters.
 - b) Removing all spills and other deposits of foreign material from all horizontal surfaces, such as floors, chairs, tabletops, and countertops by wiping them clean thereof; and
 - c) Emptying all refrigerators and microwaves and wiping them clean from foreign materials.
- 5) 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 is unable to carry out or complete this agreement by reason of fire, casualty, black-out, strike, unavoidable accident, riot, war, act of God or any local or national emergency or unusual condition or any other cause of the same or similar kind then, in that event, this agreement, at the option of the City shall become null and void and Renters shall not be entitled to any use of said hall, and the rental fee and security deposit shall be returned to the renter.

C. KEY FOR CIVIC CLUB

- 1) A key to the facility will be issued at the City Building to the applicant only and no more than 48 hours in advance of the requested date.
- 2) The key must be returned to the City Building by 5:00 PM of the following business day after use, unless other arrangements have been approved by the City.
- 3) A key to the facility for Friday, Saturday, and Sunday uses must be obtained at the City Building no later than Friday at 5:00 P.M. and returned on the next business day, usually Monday, by 5:00 P.M.
- 4) If the key is lost or otherwise cannot be returned, the applicant must reimburse the City for the cost of changing the locks on the building. Lost Keys result in a \$300.00 fee.

D. DECORATIONS

1) Glitter, confetti, rice, or any fine materials are NOT permitted on the premises, including the hall or outside.

- 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.
- 4) Lighted candles must be in glass containers, such as votive lights or hurricane lamps.
- 5) No bubbles or bubble machines are permitted.

E. CATERING, FOOD SERVICE & ALCOHOL SALE OR USE

- 1) Tables, chairs, and any other furniture shall NOT be moved from inside the facility.
- 2) Renter must furnish own caterer. Caterer must be instructed by the Renter to clean up the kitchen and food serving areas before leaving the premises. Failure of the caterer to clean up may result in the loss of security deposit. Renter may choose to clean up the area as an alternative.
- 3) The sale of Alcoholic Beverages on site is strictly prohibited. Alcoholic beverage consumption must be moderate and in compliance with all applicable laws. Alcohol must remain inside the facility. No minors are permitted to drink alcohol.

F. CAPACITY LIMITS

The maximum capacity for the hall is 80 persons. All events are limited to 80 persons on the premises. No exceptions can or will be made.

G. MUSIC

Renter may furnish his own music, DJ, or band. The music must remain inside the premises and be confined to the rental room only. Excessively loud music will not be tolerated. Sound amplification must not reach a level determined by any police officer or City administrator to be disruptive to the neighborhood.

H. CLOSING

- 1) All guests shall vacate the hall and leave the premises within 30 minutes after the event.
- 2) Renter shall vacate hall and leave the premises within 60 minutes after the event.

I. MISCELLANEOUS

- 1) All laws (Local and State) must be followed.
- 2) No rentals allowed between 12:00 am (midnight) and 9 am.
- 3) Outside doors shall remain closed during the event they may not be propped open.
- 4) No balloons, signs, etc. may be placed along the roadway leading to the Center.
- 5) No banners/streamers may be hung on the outside of the building.
- 6) NO SMOKING within the building.
- 7) Vehicles must be operated and remain on paved surfaces only. No parking on grass.
- 8) The location or use of any tents on the premises that are not provided by the City is not permitted without the permission of the City Administrative Officer. If permitted, they must be on grass area and a map showing the location MUST be submitted with application for approval.
- 9) The City reserves the right to do on-site inspections during the event. If the inspection reveals a violation, the City reserves the right to order the premises vacated immediately and the renter forfeits all deposits and rental fees. The City may also pursue any other legal remedies.
- 10) Temperature Controls: The thermostat in the main hall of the facility controls the Air Conditioning System only. The thermostat in the men's restroom controls both the Air Conditioning and Furnaces.

J. UNDERSTANDING AND COMPLIANCE

Renter has read the above Hall 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 hall, and removal of the guests from the premises at the option of the City of Fort Wright and forfeiture of Security Deposit.

SOUTH HILLS CIVIC CLUB HALL RENTAL FORM

10 Bluegrass Avenue, Fort Wright, KY 41011

Today's Date: This is a contract between the City of				
for the rental of the South Hills Civic	Club (Hereinafter re	(Hereinafter referred to as "Renter") ferred to as "Club.")		
Renter's Address:				
Renter's Phone No.:				
Date of Event:				
Start & End Time (including set up a	nd cleanup): (max 9	:00am – 11:59pm)		
Total hours:	Type of Event:			
Number of persons to attend:	(max 80)	Will event be catered? YesNo		
Rental fee paid \$	date of payment: _	check #		
Deposit fee paid \$	date of payment: _	check #		
 The Deposit will be refunded aft satisfaction of the City and return Please make checks payable and re City of Fort Wright 409 Kyles Lane 	med to its pre-use conservation (KEY) Emit to: For limits	ring that the Civic Club has been cleaned up to the condition with no damage. Y RETURN: Friday, Saturday, and Sunday rentals, the key st be returned to the City Building on next business of (usually Monday) by 5:00 PM.		
Fort Wright, KY 41011	For I	or Monday, Tuesday, Wednesday, and Thursday entals, the key must be returned to the City Building y 5:00 PM on the following day after the use.		
UNDERSTANDING AND COMPLIA		<u> </u>		
agrees to fully comply. Non-complian	nce can result in imn	Il its terms and conditions, understands them, and nediate termination of the rental agreement, ses at the option of the City of Fort Wright, and		
Renter		City of Fort Wright Representative		
Date:		Date:		

Date of Event:	Time:					
Renter:	Phone Number:					
Address:	City	Zip Code				

SOUTH HILLS CIVIC CLUB

Hall Inspection Report

DATE: INSPECTOR:		AFTER USE	FEE TO RESTORE \$25 PER HOUR (1 Hour Minimum)			
Restrooms Have Paper, Soap, Toilets Flushed			•			
Restrooms Cleaned and Damp-Mopped						
Trash Bagged and Removed to Outside Containers						
Tables and Chairs Returned to Original Location						
Kitchen Appliances, Counters, Sinks Cleaned						
All Floors Damp-Mopped						
Lights Off, Doors and Windows Locked						
Heat Set to 65 Degrees/Air Conditioning Off						
Exterior Area Cleaned of Cigarette Butts, Cans, Bottles, Paper, Etc.						
All Other Areas Returned to Pre-Use Condition						
Date Key Returned:(Lost Keys Require \$250.00 Fee to Change Locks and Keys)						
Refund Security Deposit? TYES NO SHCC Security Deposit, 705.500.5266 Missing/Damaged Items/Other:						
Donosit Poturnod: / / Amount: \$	Chock	, #.				