

RENTAL AGREEMENT

THIS AGREEMENT (the "Agreement"), made as of this the ___ day of _____, 20___, is by and between BOYD COUNTY FISCAL COURT (the "Lessor"), and _____ (the "Renter," and collectively, the "Parties").

WHEREAS, Renter wishes to use the Boyd County Community Center for an event on _____ ("The Event")

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Rental.** Owner hereby grants to Renter a limited and revocable license (the "License") to use the Boyd County Community Center ("the Space") as set forth below.
2. **Event Date and Time.** The Event shall be held on _____ ("The Event Date"). Renter shall have access to the space beginning on _____ at _____ a.m./p.m. and will have all decorations and supplies out of the Space by _____.
3. **Rental Fees.** Renter shall pay to Lessor a total fee of \$ _____ (the "Rental Fee") for the use of the Space.
4. **Condition of Premises.** Lessor shall make sure that the Space conforms to the following specifications by the Event Date:

Aside from the specifications set forth above, the Space shall be provided as-is, and Lessor makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage.

5. **Independent Service Providers.** (Bands, Caterers, Photographers, and All other Independent Service Providers). Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs arising out of or in connection with any damage to any property or any injury caused to any person (including death) cause by any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents.

6. **Right of Entry.** Lessor shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space.
7. **Identification.** Renter hereby indemnifies and holds harmless Lessor, its employees, officer, directors and agents from any damages, actions, suits, claims or other costs arising out of or in connection with any damage to any property or any injury cause t any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Lessor of any damage of injury of which it has knowledge in, to or near the Space, regardless of the cause of such damage or injury. Furthermore, Renter hereby indemnifies and holds harmless Lessor's landlord, its employees, officers, directors and agents from any damages, actions, suits, claims or other costs arising out of or in connection with any damage to any property or injury caused to any person (including death) cause by Renter's, its employees, directors, independent contractors or other agents.
8. **Permitted Use.** Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Lessor's property void, or which may result in increased insurance premiums for Lessor with respect to the Space or any other of Lessor's property.

Renter may utilize any and all tables and chairs located at the Space and may also use a caterer of its own choosing.

9. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 8 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Lessor, its employees, officers, directors, or others agents for any damages, penalties, fines, suits actions or other costs arising out of or in connection with Renter's violations of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.
10. **Force majeure.** In the event that Lessor is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, the Lessor shall refund to Renter the full amount of the Rental Fee.
11. **Termination.** Renter may terminate this Agreement, without cause, at any time prior to the Event Date, upon five (5) days prior written notice to Lessor with a full refund of the Rental Fee.

12. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other party.

13. **Governing Law.** This Agreement and any amendments hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to Kentucky's conflicts of law rules and venue of any legal proceedings arising from this Agreement will lie solely and exclusively in the County of Boyd.

14. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follow:

If to Renter:

If to Owner:

Boyd County Fiscal Court
P.O. Box 523
Catlettsburg, KY 41129

16. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Lessor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

BY: _____

ITS: _____

DATE: _____

BOYD COUNTY FISCAL COURT

BY: _____

ITS: _____

DATE: _____

13605 St. Rt. 180 41129

BOYD COUNTY COMMUNITY CENTER

RENTAL FEE SCHEDULE

FEBRUARY 10, 2015

<u>TYPE OF ORGANIZATION</u>	<u>FEE</u>
Non-Profit---In Boyd County (501 (c)(3))	Auditorium only <u>\$750.00</u> per day
Non-Profit---Out of Boyd County	Auditorium only <u>\$1000.00</u> per day
For Profit---In Boyd County	Auditorium only <u>\$1250.00</u> per day
For Profit---Out of Boyd County	Auditorium only <u>\$1500.00</u> per day

Kitchen W/Auditorium	<u>\$250.00</u>
Food Court Area (Only)	<u>\$200.00</u>
Kitchen W/Food Court Area	<u>\$300.00</u>
Boyd County School Related Testing in Auditorium	<u>\$30.00 per hr.</u>

Set up---Break down & Cleanup

Included

Lights and Sound System

Rate determined by Community Center appointed technician @ contracted price

Contract Agreement & Deposit

A charge of 25% of the rental rate due at signing of agreement. Balance due 5 working days prior to date of event. All facility users are required to complete a rental agreement in order to reserve the date requested.

The County Reserves the right to offer reduced rental charges for charitable, tax exempt, non-profit, IRS 501 (c) (3) eligible events, organizations and /or renters.

To schedule your event, please call the County Judge Executive's Office at 606-739-4134.