



PARK PLACE COMMUNITY CENTER RENTAL AGREEMENT

This Agreement is by and between the **CITY OF TAYLOR MILL**, in Kenton County, KY., which shall hereinafter be identified and referred to as the City; and

Name: _____ **Renter must be 21 years of age to rent the Center.*

Address: _____

City: _____ State: _____ Zip Code: _____

Contact #: (_____) _____ **Email:** _____

whom shall hereinafter be identified and referred to as the Renter.

Whereas, the City owns the real estate located and known as 5606 Taylor Mill Road in the City, which shall hereinafter be identified and referred to as the “Community Center”; and

Whereas the City provides for the rental, reservation, and use of the Community Center by the citizens and residents of the City, the general public; and

Whereas the Licensee wants to use the Community Center for the following described event, which shall hereinafter be identified and referred to simply as the “Event”

Date of Event: _____

Time of Event: _____

Event Description: _____

Whereas, the use of the Community Center is subject to the conditions and regulations described herein, all of which are agreeable to the Licensee.

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants described herein, the City and the Licensee hereby agree as follows:

Payment Method: ___ Cash ___ Check ___ Credit Card

OFFICE USE ONLY

\$ _____ **TOTAL AMOUNT PAID**
\$ _____ Rental Fee
\$ _____ Refundable Deposit
\$ _____ State Tax

Door Code #: _____

Section 1.0 – EVENT TIMES, DOCUMENTS AND FEES:

Simultaneously with or prior to the signature of the Licensee to this Agreement, the Licensee shall provide the City with the following described fees and deposits:

1.1 – Event Time:

The Community Center is to be reserved for no more than an 8-hour block of time. The 8 hours is to include the setup and cleanup of the event. The presence of any person in the Center after the designated hours shall be subject to a fee of \$100.00 an hour (any time from 0 – 60 minutes).

1.2 – Reservation Fee:

The reservation fee of \$_____ shall not be refunded in any circumstance. This includes cancellations for any reason.

Weekend (Fri-Sun) and Holiday Rates:

Whole House Rentals ONLY

Resident \$350 Non-Resident \$450

Weekday (Mon-Thurs) Rates:

Weekdays Whole House

Resident \$275 Non-Resident \$450

Weekdays Café Only

Resident \$75.00 Non-Resident \$150

***Residential rate applies to all Taylor Mill businesses, schools, and churches*

1.3 – Cleaning Security Deposit:

The additional security deposit in the amount of **\$200.00** is refundable under the conditions in Section 6.

1.4 – State Sales Tax on Rental:

Effective, January 1, 2023, the Commonwealth of Kentucky charges a 6% tax rate on the rental fee.

Section 2.0 – CAPACITY LIMITS:

The following capacity limits are established in accordance with the Kentucky Standards of safety adopted pursuant to KRS 227.300. These limits cannot be exceeded under any circumstance:

2.1– Café: Standing 48; Chairs Only 24; Combination – Tables 4 & Chairs 24

2.2– Room A: Standing 78; Chairs Only 46; Combination – Tables 6 & Chairs 36

2.3– Room B: Standing 105; Chairs Only 75; Combination – Tables 8 & Chairs 48

Section 2.1 AMENITIES

Wi-Fi is available under PARKPLACE GUEST. The user must access the network and accept the terms to get onto the network.

Outside doors must remain closed at all times and may not be propped open.

The location or use of any tents on the premises must be pre-approved by the CAO.

NO COOLERS ARE PERMITTED INSIDE THE HOUSE-- USE REFRIGERATORS.

Section 3.0 – TEMPORARY EXCLUSIVE LICENSE:

Upon the compliance of the Licensee with all of the terms and provisions hereof, the Licensee shall have the exclusive use of the Community Center during the hours and for the Event described herein.

Section 4.0 – PROHIBITIONS:

During the Event described herein, the Licensee shall not cause, promote, aid, assist, allow, encourage or engage in any of the following actions or occurrences on the premises of the Community Center; and the Licensee shall also cause to occur all actions necessary to prevent all of the guests and invitees thereof from engaging in any such actions or occurrences, even to the extent of removing everybody engaged therein from the premises of the Community Center, and calling 911 for the assistance of the Taylor Mill Police therefor, if necessary:

4.1 – Smoking:

No Smoking within any building including E-Cigarettes; or

4.2 – Sound Amplification:

Sound amplification should not reach a level determined by any police officer of the City to be disruptive to the public peace; or

4.3 – Musical Instruments:

There shall be no operation and use of any musical instrument in combination with any other musical instrument, without the written authorization of the City Administrative Officer; therefore, or

4.4 – Open Flames:

No use of any lit candles or other open flames in the building other than the use of the gas fireplace;

4.5 – Fine Materials:

There shall be no use of glitter, rice, confetti, or other fine materials; or

4.6 – Birdseed:

No use of birdseed anywhere other than outside of the building; or

4.7 – Helium Balloons:

The use of helium balloons in any room with a ceiling fan is prohibited; or

4.8 – Tape/Adhesives/Tacks:

There is to be no use of any type of tape, adhesives, 3M hooks, or tacks anywhere within the

Community Center. There are eye hooks in the crown molding to assist in the hanging of decorations; or

4.9 – Decoration Attachments:

There should be no decorations attached to the walls or doors. There are eye hooks in the crown molding for the attachment of decorations; or

4.10 – Motor Vehicle Operation:

No vehicles are to be on the patio concrete area between the café and garage at any given time. All vehicles shall be located in parking areas that are concrete, blacktop, or gravel. or

4.11 – Post Event Presence:

The presence of any person on the premises of the Community Center after the time designated herein for the end of the Event is prohibited and will result in a fee of \$100.00 per hour; or

4.12 – Oven Use:

Ovens located in the Community Center are for the purpose of warming food; or

4.15 – Tents:

There is to be no use of any tents at the Community Center; or

4.16 – Signs: No banners or signs may be hung on the outside of the building

4.17 – Bubbles:

No bubbles or bubble machines within the building of the Community Center; or

4.18 – Glass Containers:

The location or use of any glass bottles or containers outside of the building of the Community Center is prohibited; or

4.19 – Alcoholic Beverage Violations:

Alcoholic beverages are permitted at Park Place with all regulations of the city, county or state to be followed; or

4.20 – Pets:

Any animal of any type in the Community Center for any reason is strictly prohibited, other than to aid the handicapped; or

Section 5.0 – PHYSICAL DAMAGE TO COMMUNITY CENTER:

In the event of any physical damage to the Community Center during the Event described herein, or any post-Event cleanup, the Licensee shall be obligated and liable to the City for all the costs and expenses of the City for the repair and replacement thereof. Cameras are located throughout the park and the community center and should not be tampered with.

The City reserves the right to do on-sight inspections during the event. If the inspection reveals a serious problem, the City reserves the right to order the premises vacated immediately and the Renter forfeits all deposits and rental fees. The City may pursue any other legal remedies as necessary.

Section 6.0 – SECURITY DEPOSIT:

6.1 – Security Deposit Refund: The City shall refund the security deposit of the Renter if, and only if, after the Event described herein, the Community Center was cleaned to the same condition thereof that existed immediately prior to the Event AND, the renter must complete the attached Cleaning Checklist acknowledging that each line item was completed, sign and leave on the counter before leaving.

If the Community Center has not been cleaned to the condition thereof immediately prior to the Event described herein, the City shall mail or otherwise deliver to the Licensee, a written description of the deficiencies in the post Event cleaning, and keep the security deposit of the Licensee as liquidated damages for the time, labor, equipment, and supplies necessary for the required cleaning of the Community Center.

Section 7.0 – RELEASE AND INDEMNIFICATION:

7.1 – Release: The Renter hereby releases, acquits, and forever discharges the City and the officers and employees thereof from all obligations and liabilities thereof to the Renter, for any and all damages that the Renter may sustain or endure from any injury to the person or property thereof, that may develop or occur as a consequence of, or in any way related to the condition of the Community Center, or the use thereof by the Renter.

7.2 – Indemnification: The Renter shall pay, indemnify and hold the City and the officers and employees thereof harmless from each, every, any and all obligations and liabilities thereof to others, which are in any way related to the condition or use of the Community Center for the Event described herein, and all claims and causes of action therefor, at law or in equity, including, without limitation, third party actions for contribution and/or indemnification, and also all investigation and litigation expenses, court costs and attorney fees reasonably necessary for the defense thereof.

IN WITNESS WHEREOF, This Agreement has been signed by the Renter and by Brian Haney, as the City Administrative Officer of the City on the _____ day of _____, 20____.

Renter

CITY OF TAYLOR MILL

Brian Haney, CAO

For official use only

AMOUNT PAID \$: _____

DATE: _____

PAYMENT METHOD:

Cash

Check (Check #: _____)

Credit Card (Last 4 Digits of CC _____)
\$ _____ *Credit Card Convenience Fee*

RENTER: _____



PARK PLACE COMMUNITY CENTER CLEANING CHECKLIST

Please place a check by each item verifying that you have completed the task

RENTAL DATE: _____ **RENTER:** _____

1. ____ Inspect/clean restrooms (4) four total, flush toilets, clean-up any trash
2. ____ Check coat closet, remove all personal items
3. ____ Wipe kitchen counters
4. ____ Clean kitchen sink
5. ____ Wipe In/outside of refrigerator
6. ____ Wipe in/outside of microwave
7. ____ Wipe in/outside of ovens
8. ____ Turn off all televisions and place remote controls back in their holders
9. ____ Wipe off all tables
10. ____ Empty all trash cans. Place all garbage in bags and place in outside containers. The outside containers are located at the end of the building behind a fenced gate (*on the side of the gazebo*). No un-bagged garbage permitted.
11. ____ Replace all trash can liners (extra bags located in janitorial closet)
12. ____ Return all furniture to its original setup positions
13. ____ Dust mop all floors with broom or swifter located in janitorial closet. Use damp mop if liquid has been spilled
14. ____ Run vacuum cleaner on all carpeted areas
15. ____ Return all thermostats to previous settings
16. ____ Remove all personal belongings and decorations that were brought in

Comments and/or concerns: (report any special circumstances, damages, etc.)

*******Renter's Signature:** _____ **Date:** _____

LEAVE THIS SIGNED CHECKLIST ON COUNTER WHEN LEAVING THE COMMUNITY CENTER

This is required to process return of deposit

***Office use only:** Field Inspected by: _____ Date: _____

Please note any exceptions above. Use back of form if necessary.