



City of Taylor Mill

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PARK PLACE COMMUNITY CENTER 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: _____

Address: _____

Contact #: _____

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

Whereas, the City owns the real estate located and known as 5606 Taylor Mill Road (PIDN: 058-40-00-171.01), 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, and 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:

Office Use Only	Date: _____
Amt Paid: \$ _____	Cash Check Charge

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 set up 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.

1.3 – Cleaning Security Deposit:

The security deposit in the amount of \$200.00 is refundable, see Section 5.0.

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 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 on the premises; 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 a 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 in a fireplace or a glass container, such as a votive light or hurricane lamp; or

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:

There is to be no use of any type of tape anywhere within the Community Center; or

4.9 – Decoration Attachments:

There are eye hooks in the chair railing and crown molding for the attachment of decorations; or

4.10 – Motor Vehicle Operation:

All vehicles shall be located on paved 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 are to be no use of any tents at the Community Center; or

4.16 – Signs:

All signs located in front of the building of the Community Center must comply with the ordinances and regulations of the City in regard to temporary signs; or

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 aide the handicapped.

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 of the costs and expenses of the City for the repair and replacement thereof.

Section 6.0 – SECURITY DEPOSIT:

5.1 – Security Deposit Refund: The City shall refund the security deposit of the Licensee 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. The cleaning shall include, without limitation:

- (a) Collecting all trash and depositing it in the outside containers designated by the City; and
- (b) Removing all spills and other deposits of foreign materials from all horizontal surfaces, such as floors, chairs, tabletops and countertops by wiping them clean, vacuuming, etc.; and
- (c) Emptying all refrigerators, ovens, or microwave and wiping them clean from foreign materials.

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 Licensee hereby releases, acquits and forever discharges the City and the officers and employees thereof from all obligations and liabilities thereof to the Licensee, for any and all damages that the Licensee 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 Licensee.

7.2 – Indemnification: The Licensee 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 Licensee and by Brian Haney, as the City Administrative Officer of the City on the _____ day of _____, 20____.

Renter/Licensee

CITY OF TAYLOR MILL

Brian Haney, CAO

For official use only

Renter Name: _____

Amount Paid: \$_____ (3% credit card convenience fee will be included if credit card is used)

Paid with: Cash Check Credit Card (*Circle One*)

Check No.: _____

Credit Card (*last 4 digits*): xxxx xxxx xxxx _____

Date: _____