



City of Bloomfield

P.O. Box 206
Bloomfield, Kentucky 40008

PHONE
502-252-8222
FAX
502-252-9013

FACILITIES RENTAL AGREEMENT (Bloomfield Park Concession & Pavilion)

THIS FACILITIES RENTAL AGREEMENT ("Lease"), is made, entered into and effective as of

_____, between the CITY OF BLOOMFIELD, a Kentucky corporation maintaining a mailing
Date
address at P. O. Box 206, 141 Depot Street, Bloomfield, Kentucky 40008 (hereinafter referred to as "Owner"); and,

_____, an ____ individual(s), ____ corporation, or ____ organization, on
Name
behalf of _____ maintaining a mailing address for purposes of this Agreement at
Corporation or Organization

_____ (hereinafter collectively referred to as "Renter"

whether one or more in number).

WITNESSETH:

That for and in consideration of the rent, covenants, conditions and agreements hereinafter set forth, the Owner and Renter do hereby covenant and agree as follows:

1. **Premises and Improvements.** The Owner does hereby rent and grant temporary authority to use unto the Renter, his/her/their/its lawful and permitted guests and invitees, and the Renter does hereby rent from the Owner, the following described facilities, together with all the improvements located thereon (all of the same being collectively referred to herein as the "Premises"), to wit:

The Bloomfield Park Concession & Pavilion Building located at Bloomfield Memorial Park, Park Street, Bloomfield, Kentucky.

2. **Period of Use.** The rights of use under this Agreement shall be for a period of ____ HOURS (the "Rental Period"), commencing at _____ a.m./p.m., local time, on _____ (referred to
Date
herein as the "Commencement Date") and continuing for the duration of the Rental Period set forth above.

3. **Rental.** The Renter shall pay to the Owner as rent for the Premises the sum of **\$50.00**. The rental amounts set forth above shall be due and payable and are to be paid in advance, prior to entry to the Premises, at Owner's address as set forth above, or to such other address as Owner may designate. The Renter shall be responsible and reimburse the Owner for any and all fees attributable to returned checks, in the minimum amount of Twenty-Five Dollars (\$25.00) each.

4. **Security Deposit.** Upon execution of this Agreement, Renter shall pay to Owner a security deposit in the amount of **\$25.00** (the "Security Deposit") to secure the faithful performance of all of the terms, covenants and conditions of this Agreement by Renter. Renter agrees that Owner may, without waiving any of Owner's other rights and remedies under this Agreement, upon the occurrence of any event of default by Renter, apply the Security

Deposit to remedy any failure of Renter to perform any of Renter's obligations contained herein. Should Owner use any portion of the Security Deposit to cure any default by Renter hereunder, Renter shall forthwith replenish the Security Deposit to the original amount. Owner shall not be required to keep the Security Deposit separate from its general funds, and Renter shall not be entitled to interest on any such deposit. If Renter has kept and performed all of the terms, covenants and conditions of this Agreement during the term hereof, Owner shall return all unused portions of said Deposit to Renter.

5 **Use of Premises.** Renter shall use the Premises in a careful, safe and proper manner, using the same only for purposes of [insert proposed use]:

The Owner retains the right to terminate this Agreement and prohibit use of the facility for any improper, unlawful or objectionable use, in the Owner's sole and absolute discretion. Renter shall not create a nuisance nor commit or suffer any waste in or to the same and shall not use or occupy the same or permit its use or occupancy, or the use or occupancy of any part thereof, for any unlawful, immoral or objectionable purpose or in any way contrary to any and all laws, ordinances, rules, regulations, requirements or orders of any public or governmental authority having jurisdiction thereof including, without limitation, all rules and regulations imposed by the Owner and/or the City of Bloomfield. Further, Renter shall not keep or permit anything to remain on or within the Premises, or use the Premises in a manner which vitiates any insurance thereon, or causes the premium rates for any insurance separately maintained by Owner to be increased.

RENTER SHALL CONDUCT ALL USES ON THE PREMISES IN SUCH A MANNER AS TO AVOID DISTURBANCE TO THE NEIGHBORING PROPERTIES, AND SHALL TAKE ALL REASONABLE PRECAUTIONS TO MINIMIZE AND AVOID THE SAME, ALL TO THE COMPLETE SATISFACTION OF OWNER, IN OWNER'S SOLE DISCRETION. THE RENTER AGREES THAT THE PROVISIONS OF THIS PARAGRAPH ARE OF THE ESSENCE TO THIS AGREEMENT, THE BREACH OF WHICH SHALL BE DEEMED MATERIAL AND SHALL GIVE RISE TO IMMEDIATE TERMINATION OF RENTER'S RIGHTS OF POSSESSION AND USE UNDER THIS AGREEMENT, IN ADDITION TO ALL OTHER REMEDIES PROVIDED HEREIN AND/OR BY APPLICABLE LAW FOR BREACH OR DEFAULT.

6 **Cleanup.** The Renter shall be fully responsible for all cleanup of the Premises, at the Renter's sole cost and expense, and shall surrender full possession and use of the Premises to the Owner immediately upon expiration of the Rental Period, all in a neat and clean condition, and in the same condition of maintenance, repair and cleanliness as when first received by Renter. *Emptying all trash receptacles in and around the pavilion and concession facilities is included in the cleanup.* The failure of Renter to surrender possession of the Premises at the time and in the manner required by this Agreement shall entitle the Owner to perform, or contract to have performed, all cleanup and repair required to restore the Premises to the required condition, and recover all costs of doing so from the Renter, plus a surcharge of fifteen percent (15.0%) to cover administrative expenses, in addition to any and all other rights and/or remedies provided by this Agreement and/or applicable law.

7. **Indemnification.** The Renter agrees to indemnify, defend, and hold harmless, the Owner to the fullest extent permitted by law, from and against any and all losses, liabilities, actions, causes of action, costs, claims, liens, damages and expenses, including legal costs and attorneys' fees, incurred by reason of injury or damage to any person, entity or property sustained in, on or about the Premises, or arising out of or in any way resulting from or related to the use, maintenance, occupancy, alteration or repair of the demised Premises by Renter, Renter's officers, agents, employees, subcontractors, independent contractors, representatives, guests, invitees, clients, customers, or any other person on or about the demised Premises as a result of the use thereof by such persons.

8. **Insurance Requirements.** The Renter shall, at its expense, procure and maintain at all times during the term of this Agreement and any extension hereof, the following types of insurance in such amounts and in such good and solvent insurance companies as may be acceptable to Owner, to wit:

- (i) Comprehensive general liability insurance coverage with minimum policy limits acceptable to Owner.
- (ii) Any and all other insurance required pursuant to the laws of the Commonwealth of Kentucky and the United States of America, including but not limited to all insurance required under the Workmen's Compensation provisions of the Kentucky Revised Statutes. Further, it shall be Renter's responsibility to require that all of Renter's employees are covered under worker's compensation insurance and that no employee has in any manner rejected such coverage.

(iii) Any and all other insurance, in such types and with such minimum limits of coverage, as may be reasonably required by Owner's professional insurance advisors and/or lending institution as a result of the operations and activities of Renter upon the Premises.

9. **Prohibited Hazardous Substances.** Renter covenants and agrees not to utilize or permit to be utilized, or permit to be located upon the Premises, any "hazardous material" as defined by any federal, state or local law, ordinance, rule, code, regulation, order or decree.

10. **Alteration of Premises.** Renter shall not be permitted to make any alterations or structural changes to the demised Premises or to existing improvements upon the demised Premises without the prior written consent of Owner, which consent may be granted or withheld by Owner in the exercise of its sole and absolute discretion.

11. **Assignment and Subletting.** Renter shall not assign this Agreement, or any interest herein or in the Premises, or sublet any part of the Premises, without the prior written consent of Owner, in the exercise of Owner's absolute and unfettered discretion. Any attempt by Renter to assign or sublet any part of the demised Premises without obtaining the required consent of Owner shall be void and of no effect. No assignment or sublease by Renter of the demised Premises shall relieve Renter of Renter's obligations hereunder.

12. **Default.** If it is further agreed by and between the parties to this Agreement that upon failure of Renter to comply with any of the terms, covenants, agreements, conditions, duties, and obligations imposed upon Renter by this Agreement, then the Owner shall have the right, but not the obligation, to immediately re-enter and repossess the Premises and to possess and enjoy the same as if this Agreement had not been made, and thereupon the duties and obligations of Owner pursuant to the provisions of this Agreement shall terminate without prejudice, however, to the right of Owner to recover from Renter all rents and claims due or to become due under the provisions of this Agreement, and upon termination of this Agreement for default by the Renter as hereinabove provided, all unpaid rent shall accelerate and become immediately due and payable by the Renter to the Owner, and together with any amounts paid by Owner on behalf of Renter shall bear interest at the rate of twelve percent (12%) per annum, and Owner may forthwith proceed to collect the same by legal proceeding or otherwise. Owner shall be further entitled to recover the costs of collecting any of the amounts due pursuant to this Agreement from Renter, including the reasonable legal costs, expenses and attorney fees incurred by Owner in collection of the same.

13. **CONDITION OF PREMISES.** UPON ACCEPTANCE OF POSSESSION OF THE PREMISES ON THE COMMENCEMENT DATE, RENTER SHALL BE DEEMED TO HAVE ACKNOWLEDGED HAVING FULLY INSPECTED AND EXAMINED THE PREMISES, FIXTURES AND EQUIPMENT TO RENTER'S SATISFACTION AND THAT RENTER ACCEPTS THE SAME "AS-IS" IN THE CONDITION EXISTING ON THE DATE OF RENTER'S OCCUPANCY. RENTER FURTHER ACKNOWLEDGES THAT NO WARRANTY, AGREEMENT OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, IS OR HAS BEEN MADE BY OWNER AS TO THE CONDITION OF THE DEMISED PREMISES OR THEIR FITNESS FOR ANY PARTICULAR OR OTHER PURPOSE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT.

14. **Access to Premises.** Owner and its authorized representatives shall have the right to enter upon the demised Premises at all times for purposes of inspection, repairs, maintenance thereof, and ensuring compliance by Renter with the terms hereof.

15. **Property of Renter Upon Premises.** All goods and property belonging to Renter or any other person, including but not limited to motor vehicles, stored or kept in or upon the Premises shall be at the Renter's own risk or at the risk of the person owning such property, and Owner shall not be responsible in any way for any loss of or damage to the same. Any insurance maintained on such property by Renter or otherwise, and any recovery thereunder shall be the Renter's and/or owner's sole and exclusive remedy.

16. **Holding Over.** In the event that Renter remains in possession of the Premises after the expiration of the Agreement term and without execution of a new Agreement, or extension of this Agreement, Renter shall be deemed to be occupying the demised Premises at a rental equal to One Hundred Twenty-Five Percent (125.0%) the hourly and/or daily rental provided for herein for the then existing Rental Period, shall be liable to Owner for any damages resulting from the same, and shall otherwise be subject to all the conditions, covenants, provisions and agreements of this Agreement insofar as they may be applicable to a periodic tenancy.

IN WITNESS WHEREOF, the Owner and Renter have caused their names to be subscribed hereunto this the day and year first above written, this Agreement being executed in duplicate, with each party taking a copy.

OWNER: CITY OF BLOOMFIELD

BY: _____

TITLE: _____

In case of emergency and to determine appropriate action first call Rhonda K. Hagan, Mayor, 502-507-7508, then Ricky Jewell, 502-249-0744.

I understand the following: (Please check the following)

___ Hours of use, ___ Rent, ___ Security Deposit, ___ Cleanup Policy, ___ Lights off, doors closed & locked, ___ Concession Stand Keys (pick up at City Hall Mon-Fri. 8 a.m. – 4 p.m. and return in night deposit box on the side of the building after event).

IN WITNESS WHEREOF, the Owner and Renter have caused their names to be subscribed hereunto this the day and year first above written, this Agreement being executed in duplicate, with each party taking a copy.

RENTER:

Signature

Print

Phone # (In Case of Emergency)

<u>Income:</u> Rent: \$ _____ Date: _____ Cash _____ or Check # _____ Security Deposit: \$ _____ Date: _____ Cash _____ or Check # _____
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<u>Expense:</u> Security Deposit Refund to: _____ Cash _____ or Check #: _____ Date: _____
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