



Facility Rental  
Agreement

Tenant 's Information:

Names: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Please initial next to each number to indicate you understand the terms of the contract.

\_\_\_\_ 1.) The date of rental for the facility shall be: \_\_\_\_\_. The time of rental for the facility shall be between: 9am – 1am.

The type of event held at the facility on this date shall be: \_\_\_\_\_.

The event start time shall be: \_\_\_\_\_.

The location at which this event will be held is **900 Solitree Lane, Augusta, Kentucky 41002** and is to be in the **EVENT CENTER ONLY**, with the use of the equipment within the **EVENT CENTER**, and excludes the use of any farm equipment, barn and/or cabin/office, unless otherwise agreed to. (Please note that the address does not currently appear on many of the commonly used computer mapping software applications and directions will have to be provided separately).

\_\_\_\_ 2.) The “Rental Fee” for this event is **FOUR THOUSAND FIVE HUNDRED DOLLARS(\$ 4,500.00)** plus the Security Deposit, in the amount of **FIVE HUNDRED DOLLARS (\$ 500.00)** which is refundable under the terms set forth below. The Security Deposit **MUST** be paid at the same time as the Reservation Deposit, with the remaining balance due as set forth below.

The RESERVATION DEPOSIT IS *SIXTY PERCENT (60%)* OF THE FEE SET FORTH ABOVE PLUS THE SECURITY DEPOSIT, AND MUST BE PAID AT THE TIME OF MAKING THE RESERVATION.

The balance of the total fee must be paid IN FULL *thirty (30)* days prior to the event. If you fail to make this payment IN FULL *thirty (30)* days prior to your event, your event will be cancelled, your SECURITY DEPOSIT AND RESERVATION DEPOSIT will be forfeited, and any payments with regard to the use of the facility shall also be forfeited.

\_\_\_\_\_ 3.) Full day event rental hours are from 9:00am the morning of your event until 1:00 a.m. the following day (A sixteen (16) hour period). The facility will be unlocked NO LATER than 9:00am the day of your event, at which time a staff member will be onsite to adjust AC/Heat and discuss any last minute details of the event. All outdoor ceremonies are to be completed and moved inside no later than 8:00pm. ALL GUESTS MUST BE OFF OF THE PROPERTY BY 12:00 MIDNIGHT. Event hosts have until 1:00 a.m. to collect any personal belongings and clean up the facility. ALL PERSONS SHALL VACATE THE PREMISES BY 1:00 a.m. If anyone remains on the property after 1:00am, the police will be notified and your damage deposit will be forfeited. This applies to all guests and vendors of the Tenant. The Staff Member will provide you with an emergency contact number that should only be used in the event of a true emergency.

\_\_\_\_\_ 4.) Wedding / Ceremonies booked at our facility will receive a rehearsal time at the planning meeting in a period convenient to Owner approximately 30 days prior to your event. You will be allotted a one hour period for completion of all rehearsals. One hour time slots are determined by Owner. Corporate events, parties, and any event other than a ceremony are not allotted a rehearsal.

\_\_\_\_\_ 5.) The maximum number of people inside the facility may not exceed the maximum occupancy for the premises established by the state or county government laws, or fire department, whichever applicable. Regardless of statutory rules maximum occupancy is 258 people – based on standing room rules. This includes all guests, bridal party, set up crew, family, and vendors. If you plan on providing for seating and food service, you are responsible for insuring that you do not exceed the maximum occupancy of the local regulations. A suggested table layout can be provided, upon request. Owner takes no responsibility or liability for exceeding maximum occupancy and knowledge of the applicable rules are your responsibility.

\_\_\_\_\_ 6.) Tables and chairs provided by Owner are to be used either inside or on outside paved areas. They are not permitted on the lawn. Tenant is responsible for inspecting tables and chairs prior to entering this Contract and is not obligated to use Owner provided table and chairs.

\_\_\_\_\_ 7.) Facility provided supplies (such as toilet paper, paper towels, etc.) are to be used for their proper use only. These supplies are NOT for decorating vehicles, used as streamers, exc.

\_\_\_\_\_ 8.) No tents, temporary structures, airborne projectiles (such as balloons, fireworks, etc.), confetti, glitter, rice, silly string, or anything of the like may be used on the property.

\_\_\_\_\_ 9.) Absolutely no swimming, boating, or fishing is allowed in any of the ponds without written permission. Absolutely no animals or pets are permitted inside the facility, with the exception of licensed service animals.

\_\_\_\_\_ 10.) Smoking is permitted in designated outdoor areas, ONLY. There are to be NO indoor open flames that are not inside a glass holder/container. All aisles leading to exit doors must remain clear and unobstructed so doors can be readily opened.

\_\_\_\_\_ 11.) Tenant is responsible for ALL decorations used in the facility. Decorations are NEVER TO BE stapled, nailed, or tacked to the wood timber structure, tongue and groove walls and ceiling, or light fixtures/doors, exc. ABSOLUTELY NO TAPE is to be used on the floor of the facility – THIS INCLUDES THE DJ’S WIRES! Any damage or defacing of the facility is the sole responsibility of the tenant and will result in partial or full loss of Security Deposit.

\_\_\_\_\_ 12.) You/your guests may not use the facility or property for any behavior in violation of the laws of the State of Kentucky. This includes illegal substances, illegal dispensing of alcohol, exc. Violating this before, during, or after the rental hours on our property will forfeit your deposit, terminate your tenancy (ending your event) and will result in legal action.

\_\_\_\_\_ 13.) The owner is not responsible for any item lost or stolen on the property during your rental hours and/or overnight. Any vehicle(s) left in the parking lot are not the responsibility of Owner and must be retrieved by 11:00 a.m. the next morning or will be towed at the owner’s expense.

\_\_\_\_\_ 14.) If the police are called during your event for any reason other than a medical emergency, the tenant forfeits their damage deposit in full.

\_\_\_\_\_ 15.) We reserve the right to schedule a viewing appointment during the day of your event. However, NO SHOWINGS will occur during the time of your event.

\_\_\_\_\_ 16.) We reserve the right to utilize any of your photographs in our marketing and advertising, and Tenant assigns all rights, and waives all copyright, trademark and any other intellectual property right for the use of photographs on behalf of itself and any hired vendors.

#### Food & Alcohol:

\_\_\_\_\_ 1.) The owner does not provide any food or food services. This includes but is not limited to:

ice, expendable supplies, napkins, plates, warmers, trays, chair covers, table covers, linens, cutting of the cake, preparation or serving of any food, etc.

\_\_\_\_\_ 2.) All food must be prepared off site. The kitchenette at the site, in whatever condition it is in at the time of use, is to be used for staging, plating, and organization only.

\_\_\_\_\_ 3.) The owner/facility does not have a liquor permit/license. You must supply any and all alcoholic beverages to be consumed on the property during your event. All alcohol must be purchased at a retail location in which full retail price was paid. As the tenant, you are responsible for the behavior of the guests in attendance at your event. Owner and any event staff member takes NO RESPONSIBILITY for any violations. You shall hold Owner and all staff NOT RESPONSIBLE for any and all claims from any person(s). The owner takes NO RESPONSIBILITY for bodily or property damage.

### Cleaning and Damage:

\_\_\_\_\_ 1.) All food must be removed from the facility at the end of your event. All trash must be disposed of in an outside trash receptacle. NO FOOD IS TO BE DISPOSED DOWN THE SINK DRAIN. If this occurs, damage expenses will be deducted from your deposit. NO FOOD IS TO BE LEFT INSIDE THE BUILDING. If this occurs, additional cleanup expenses will be deducted from your damage deposit.

\_\_\_\_\_ 2.) The staff member onsite will provide routine janitorial checks throughout the event. Upon completion of your event, you are to remove all belongings. The rental fee includes normal cleaning of the facility following its use, however, excessive clean-up or damage to the facility may result in a partial or full loss of your damage deposit. If clean-up or damage exceeds the deposit, you will be billed for the remaining balance.

\_\_\_\_\_ 3.) The owner is not responsible for any damaged property or personal injury to hosts or guests in attendance at your event. You agree to hold the owner harmless from any liability in regards to property or bodily injury.

### Security Deposit

\_\_\_\_\_ Within *the earlier of* thirty (30) days following your event or the next scheduled event the Owner will cause the center to be inspected for any damage or other violation of the Contract that is your responsibility. The cost of all said damage, if any, will be deducted from the Security Deposit. Any amounts that are not applied to the Security Deposit will be refunded to you within the thirty (30) day period. Any excess not covered by the Security Deposit will be charged to you.

### Date Changes and Cancellation Policy

\_\_\_\_\_ 1. Changes: In the unlikely event the Customer is required to change the date of the event or Wedding, every effort will be made to transfer reservations to support a new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that Owner is not responsible for these compromises in quality.

\_\_\_\_\_ 2. Cancellation: In the event customer cancels the event, customer shall notify Owner immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.

- A. In the event Customer cancels the event more than one year prior to the event, Customer shall receive a full refund.
- B. In the event customer cancels the event less than one year but not more than six months prior to the event, Customer shall forfeit to Owner as liquidated damages one-half of the Reservation Deposit being held. However the Security Deposit shall be refunded.
- C. In the event Customer cancels the event less than six (6) months but more than three (3) months prior to the event, Customer shall forfeit to Owner as liquidated damages seventy five percent (75 %) of the Reservation Deposit and all of the Security Deposit.

- D. In the event customer cancels the event less than three (3) months prior to the event, Customer shall forfeit to Owner as liquidated damages the entire Rental Fee then paid and the Security Deposit.

\*\*The individual signing this rental agreement must be at least 18 years of age and is fully responsible for the behavior of the organizations/group conduct, respect for the facility and adherence to the rules. Tenant is fully responsible for all damages, expenses, and losses, including theft and property loss caused by any person who attends, participates in, or provides goods and services connected with the use of the facility and all property. ALL vendors (florists, bakers, photographers, musicians, rental company, etc.) must adhere to the terms of our guidelines, and it is the tenant's responsibility to share these guidelines with them. To assure that all rules and regulations in this agreement are being followed, the tenant or designated responsibility holder must be present during the entire period in which the facility is being rented.

\*\*This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between owner and tenant.

\*\*We, as owners, reserve the right to cancel this agreement at any time, for any reason, including acts of God (tornados, exc.), without liability, and will return all deposits if this occurs.

Owner/Agent Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Print  
Name: \_\_\_\_\_ Date:

~A staff member will contact you approximately 1 month prior to your event to set up a planning meeting to discuss details of your event and receive your final payment.