

**FACILITY LEASE AGREEMENT
CARL D. PERKINS COMMUNITY CENTER**

THIS FACILITY LEASE AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Morehead, Kentucky, 314 Bridge Street, Morehead, Rowan County, Kentucky 40351, hereinafter referred to as LESSOR, and _____, hereinafter referred to as LESSEE;

WITNESSETH: That for the terms, rent, conditions, and provisions hereinafter stated, the LESSOR does hereby let and lease unto the LESSEE _____.

1. The Lessee is hereby granted the privilege of using the above described facility on _____ for the period of _____ hours between the times of _____ and _____. The Lessee (mark through the description that does not apply) **shall be / shall not be** entitled to exclusive use of said facility during this period. The rental fee for said usage shall be \$_____.

2. The Lessee shall pay a deposit fee of _____ upon execution of this Agreement. Said deposit fee is to insure prompt return of the key, payment of the lease, proper cleanup and return of the facility undamaged. Deposit fees will be returned within twenty (20) days following rental if all requirements are fulfilled.

3. The LESSOR, its employees, council members and officers are not responsible for damages or loss to personal property of the LESSEE, guests, invitees, employees, independent contractors, entertainers, vendors, which is left on the premises before, during or after the event or period of the Lease Agreement.

4. Parking is available and shall be at the risk of the LESSEE. LESSOR, its employees, council members and officers shall not be responsible or liable to the LESSEE or any individual for lost or damage to said vehicle or its contents. Persons attending LESSEE'S event that park on the roadway leading to the Perkins Center shall not block traffic to or from either the adjacent residential units or the Ambulance Service and are subject to towing without notice.

5. The LESSEE may bring in food. However the LESSOR, its employees, council members and officers assumes no responsibility from anything arising from it. If a caterer is contracted, the caterer must have a business license from the City of Morehead and all other required licenses. The LESSEE is responsible for clearing all tables and removing all garbage to the outside trash container and leaving the kitchen in order. If cups, plates or trash of any kind is left in the kitchen or on tables or not taken out of the building to the trash can, the deposit will be subject to forfeiture.

6. Bands or DJS are permitted in the facility during the leased period. All equipment must be set up and removed during the time period of the lease agreement.

7. No decorations may be affixed to any wall, ceiling, tables, etc with staples, screws, or nails. Items may be affixed to surfaces in the facility by non-damaging methods such as tape that will not pull paint off or removable hangers that do not penetrate the surface. Open flames are not allowed except for candles on birthday cakes or decorative candles in votive style containers.

8. Sale of alcohol in the facility requires a state and City license and adherence to all applicable laws. If the LESSEE serves or permits alcohol consumption at an event, then the LESSEE is solely responsible for complying with state and local laws with

particular attention to verifying that individuals under the age of twenty-one (21) year of age are not permitted to consume alcohol in the leased facility. The consumption of alcoholic beverages outside the facility or in the parking area is not permitted. No glass bottles of beer shall be allowed.

9. All signs displayed during the event shall comply with the City of Morehead Code of Ordinances regulating signs. Specifically, one banner may be attached to the front façade of the building or the chain link fence in front of the building on the date of event only. It shall not exceed 100 square feet if non-rigid materials or 32 square feet if rigid material. Said sign shall be removed no later than the next day following the even. Signs shall not be displayed ay any other locations on said property without prior approval from the Building Inspector for the City of Morehead.

10. If an event is cancelled by the LESSOR the deposit shall be refunded within ten (10) days after the cancellation. The LESSOR, its employees, council members and officers shall not be held liable for damage of any type, whether direct or consequential, to the LESSEE or a contractor or employee of the LESSEE for cancellation. The LESSEE acknowledges and understands that the sole remedy for any claim of damages arising out of, or relating to, a cancellation shall be a refund of the deposit. A cancellation by the LESSEE must be received at least one week in advance of the scheduled event or the deposit will be forfeited.

11. It is understood and agreed that the LESSEE shall be solely responsible for the operation of the facility during the term of this agreement and the LESSEE does hereby acknowledge that the LESSOR, its employees, council members and officers shall not be liable for any injury or damage to the LESSEE and their invited guests or to any

property at any time on said premises from any cause whatsoever that may at any time exist from the use or condition of said premises or building. Further, the LESSEE agrees that the LESSOR, its employees, council members and agents shall not be responsible for damages to property or injuries to persons, which may arise from or be incident to the this Agreement and the LESSEE shall hold the LESSOR, its employees, council members and agents harmless from any and all claims for such damages or injuries.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day and date first above written.

CITY OF MOREHEAD, KENTUCKY

LESSEE

BY: _____

BY: _____

Phone Number: _____