

FACILITY LEASE AGREEMENT

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 _____
_____ on _____ between the times of _____ and _____. The Lessee **shall be/shall not be** entitled to exclusive use of said _____ during this period. The rental fee for said usage shall be \$_____ which includes _____.

2. The Lessee shall pay a deposit fee of _____ upon execution of this Agreement. Said deposit fee is to insure prompt return of any 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. Parking shall be at the risk of the LESSEE and the 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.

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 food from the premises and removing all garbage to the outside trashcans.

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. If alcohol is served or sold during the event, then the LESSEE is to abide by all state and local rules and regulations concerning alcoholic beverages. If the LESSEE will have alcohol or permit alcohol consumption at the event, then the LESSEE is responsible for verifying that individual under the age of twenty-one (21) year of age are not permitted to consume alcohol on the leased premises. The consumption of alcoholic beverages may not occur outside the facility or in the parking area. No glass bottles of beer shall be allowed.

8. All signs displayed during the event shall comply with the City of Morehead Code of Ordinances regulating signs.

9. If an event is canceled 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.

10. 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. The LESSEE willingly and voluntarily assumes all risks and dangers incidental to the use of the facility reflected

above. Further, the LESSEE agrees that the City, its officers, directors and employees are not responsible or liable for any injuries, expenses, claims, or liabilities resulting from or related to the LESSEE's use of said facility. The LESSEE agrees to indemnify and hold the City, its officers, directors, and employees harmless for any loss, cost, expense or damage for any and all claims arising from the performance of the duties referenced above. Further, the LESSEE agrees that if Rowan County Board of Education or its agencies own the property which is being leased, the LESSEE agrees that the Rowan County School Board, its officers, directors and employees are not responsible or liable for any injuries, expenses, claims, or liabilities resulting from or related to the LESSEE's use of said facility.

11. The LESSEE shall provide proof of general liability insurance in the amount of \$500,000.00.

12. This Lease agreement shall be governed by, construed under, and in accordance with the laws of the Commonwealth of Kentucky.

13. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

This Contract for Services and the rights and obligations hereunder may not be transferred, pledged, encumbered, assigned, anticipated or alienated by the Contractor.

14. This LEASE contains all the terms, conditions, and promises of the parties hereto. No modification of this Contract for Services or any provisions thereof shall be valid or binding unless in writing and executed by both parties hereto. A waiver by either party or any breach of any term or provision in this Contract for Services shall not be construed as a waiver of any succeeding breach of the same or any other term or provision.

15. This LEASE and the rights and obligations hereunder may not be transferred, pledged, encumbered, assigned, anticipated or alienated by the Contractor

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: _____