

### CITY OF HORSE CAVE

## THOMAS HOUSE RENTAL AGREEMENT

#### This rental agreement is between

'City of Horse Cave' and		(name)	
hereafter referred	I to as RENTER for u	se on	(date)
PURPOSE OF EV	ENT:	Hou	ırs
Deposit Due	Date Pd:	Last date for cancella	tion
Rental Fee (due at least 48 hours prior to event): Date Pd			Date Pd
		Cash	Ck #

- 1. City committees and appointed groups of the City of Horse Cave have priority use of the facilities. City residents have preferred rental fees and priority over non-city residents.
- 2. Groups or individuals may apply to use the facility for events such as, but not limited to workshops, conferences, trainings, private parties, weddings, showers, receptions, reunions, and such like. Events such as, but not limited to use for purpose of profit and games of chance are prohibited. The Mayor shall have final say of approval on any event that may be in question.
- 3. Rental time includes preparation or decorating prior to the event, the event, and removal of all items after the event.
- 4. All events must **end by 10:00 PM CT** with after event cleanup completed by 11:00 PM CT. Failure to end events by the designated hour will result in loss of deposit and an additional \$50 per hour.
- 5. Applications are accepted and dates reserved on the City calendar when the application is submitted, signed, and deposit paid. Dates can not be reserved without a paid deposit.
- 6. This rental agreement is for the first floor rooms only and includes the exterior porch and grass property for functions as well. The <u>upstairs rooms are off-limits to all renters and their guest.</u> Parking is limited to the gravel drive and side gravel area or the gravel lot in the Maple Avenue Park. DO NOT PARK IN THE GRASS.
- 7. There is NO SMOKING in any of the rooms of the Thomas House.
- 8. Possession of alcoholic beverages is strictly prohibited on the premises. The presence of alcoholic beverages or illegal drugs on the premises shall be considered a violation of this agreement and will result in immediate eviction from the premises. In addition, any person found to be in violation of this provision may be subject to criminal prosecution as applicable as the City retains the right at all times to search the premises for the presence of alcoholic beverages or illegal drugs.
- 9. The Mayor, City Maintenance Director, City Police, and City Code Enforcement Officer have free access to the premises during the term of the lease.

- 10. The renter(s) agree to pay for any damages to the premises or loss of city property and agrees to pay for the replacement, refurbishment, or repair of those articles, fixtures or furnishings in, on, or about the premises which are damaged or destroyed through the willful or negligent acts on the part of the renter, its employees, agents, invitees, guests, or assigns. Sums shall include reasonable cost of labor incurred in making repairs, refurbishments, or replacement. These repairs or replacements shall be made to City approval.
- 11. An individual signing this lease on behalf of the renter does hereby and personally guarantee that he/she has full authority to act on behalf of the renter in the execution of this lease agreement. The signer must be 21 years of age or older.
- 12. The all cases of disagreement arising herein, the statutes and laws of the Commonwealth of Kentucky shall govern. The renter further state that he/she does not intend to , and will not, use said premises for any other purpose that will constitute any violations of city, state, or federal laws
- 13. The owner assumes no risk. Renter releases the owner of any and all liability for damages, injury, or loss to any person, good, merchandise, or machines from any cause whatsoever. Further, the renter hereby covenants to indemnify and save harmless and said owner from any damage, injury or loss from any cause, whatsoever arising in or out of said party of the renters use or occupancy of the building or premises.
- 14. The Thomas House is listed on the National Register of Historic Buildings and must be protected from unnecessary damage. No sign, advertisement, notice, or other attachment shall be affixed on any part of the outside or inside of the building except on the door glass. Nothing shall be pinned, nailed, tacked, or taped on walls, wood trim, or door facings. Tape may be used on glass of doors only.
- 15. All trash and garbage are to be placed in plastic bags and removed from the house to the trash containers outside.

My signature below guarantees I am over age 21, I have read the above agreement and will abide by the rules, and understand I am responsible for all actions of any person on the premises during this event including any damage that might occur to the premises, inside or out during the hours of this rental agreement.

Renter/Responsible Party:	Date
Print Name:	Cell Phone
Home Address:	City, St
A copy of your picture identification card such	as a Ky drivers license is required.
Authorizing City Representative	

To obtain a key, contact Jimmy Martin, Maintenance Director at 270-670-1890 to set an appointment time for a pre-event walk through. A clean post-event walk through and the return of the key to City Hall is required before the deposit can be refunded.

After hours maintenance issues: 270-670-1890, 270-218-5014

EMERGENCY: CALL 911 Fire, Police, Ambulance

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#### RENTAL SCHEDULE

# TIME IS CALCULATED BASED ON PRE-EVENT PREPARATION, TIME OF EVENT, AND POST-EVENT CLEAN-UP

TIME	City Residents + Deposit	Non-City Residents + Deposit
12 HOURS	\$100 + \$50	\$150 + \$75
24 HOURS	\$150 + \$50	\$200 + \$75
48 HOURS	\$200 + \$100	\$300 + \$150
Additional Hours	\$50 per 12 hour increment	\$50 per 12 hour increment

#### Facility Setup:

- Contact Jimmy Martin, Maintenance Director, 270-670-1890 to consult on how the facility will be set up to accommodate the renter's needs and to obtain key
- Actual setup of furnishings will be done by the renter
- Decorations are limited to tables only. Do not tape, pin, tack, or otherwise attach any decorations, etc to the walls, wood trim, or door frames
- Do not set tables and chairs against the walls

#### Facility Teardown and Janitorial:

- Events must end no later than 10:00PM CT. Teardown and janitorial should end no later than 11:00PM CT.
- Renter is responsible for the removal of all personal items and decorations immediately following the event.
- Trash must be emptied from all inside cans and placed securely in the garbage tote outside or in black plastic trash bags at tote

#### **GENERAL RULES TO FOLLOW**

- Read the rental agreement
- Deposit must be paid to reserve the Thomas House
- Rental fee due 48 hours before event
- Time of use include pre-event, event, and post-event
- Alcohol is prohibited
- Illegal drugs are prohibited
- Gambling is prohibited
- Events for financial gain are prohibited

- Renter is responsible for property during hours of rental
- Park in designated parking areas only
- Do not tape, pin, or attach decorations to walls or wood
- Events end by 10 pm
- Post-event cleanup completed by 11 pm
- Take trash outside
- Deposit available for pickup at City Hall after approved inspection by Maintenance Director and key returned