

Civic Center Rental Agreement

Name:	_____	Event Date:	_____
Address:	_____	Time:	_____
	_____	Event:	_____
City:	_____	# Attendees:	_____
State, Zip:	_____	Rent:	_____
Contact Person:	_____	Date Due:	_____
Phone:	_____	Deposit:	_____
Email:	_____		

Shaded area for office use only

THIS RENTAL AGREEMENT ("Agreement") is made by and between Kaden-T Limited Partnership (hereinafter "KADEN") and the Renting Party named above. KADEN and the Renting Party collectively may be referred to as the "Parties."

Recitals

KADEN desires to let the Civic Center, defined below, and the Renting Party desires to rent the Civic Center on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

- Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the lower level of the Kaden Tower (hereinafter the "Civic Center") located at 6100 Dutchmans Lane, Louisville, KY 40205, including the tables and chairs (if included with rental), restrooms, lights, and coat closet normally assigned for use by renting parties, solely for purposes of the event described above (the "Event"). During the term of the Rental Period, the Renting Party may have access to and use of, for their intended uses only, (a) the refrigerator, (b) trash containers, (c) double basin sink, and (d) stove, all located in the warming kitchen adjacent to the Civic Center (the "Civic Center Kitchen"), subject to the terms and conditions of Paragraph 9. During the term of the Rental Period, parking will be made available for the Renting Party's guests in the rear of the Kaden Tower only. Direct access to the Civic Center is available from this lot. Handicap access is available at the front of Kaden Tower. Use of any other parking areas or any signed reserved parking spaces is prohibited and subject to removal by KADEN or its designees.
- Rental Period.** The Renting Party has the use of the Civic Center on the date(s) and during the times stated above (the "Rental Period"). **The Rental Period includes any set-up time and clean-up time for the Renting Party's Event.** Excessive noise

from the Renting Party's Event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its Event, including but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's Event. At the end of the Rental Period, all guests and invitees must promptly leave the Civic Center, Kaden Tower, and the Kaden Tower parking lot and grounds. Failure to do so will result in the removal of Renting Party, its guests and invitees from the premises by Metro Louisville Police and a forfeiture of the Deposit defined in Paragraph 4.

3. **Rental Charge.** The charge (the "Rental Charge") for the Rental Period shall be as noted on page 1 of this Agreement and shall be payable in full to Kaden-T Limited Partnership via cash, check or money order thirty (30) days in advance of the Rental Period, or if less than thirty (30) days, upon the execution of this Agreement. Renting Party acknowledges that charging admission and/or asking for suggested donations as a fund raiser is prohibited. Renting Party may admit invited guests only.
4. **Rental Hold/Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay KADEN an additional charge (the "Deposit") upon execution of this Agreement to secure the Renting Party's intent to rent the Civic Center and cover any damage or loss that may occur to the Civic Center, its contents, or any other part of Kaden Tower. Only after KADEN has determined that the Civic Center, its contents, and the Kaden Tower building and grounds are free of damage resulting from or related to the Renting Party's rental of the Civic Center will the Deposit or a portion thereof be refunded via mail to the for mentioned address no more than thirty (30) days after the event. Upon demand from KADEN, the Renting Party shall immediately pay to KADEN the cost to repair any damage in excess of the Deposit.

In the event that the full Rental Charge is not received by the Date Due, KADEN reserves the right to cancel the Event and the Renting Party shall forfeit the Deposit. Should the Renting Party cancel the Event in writing less than sixty (60) days prior to the Event Date, KADEN shall refund the Rental Charge and the Renting Party shall forfeit the Deposit to Kaden.

5. **Maximum Capacity.** No more than two hundred fifty (250) persons shall be permitted in the Civic Center at one time. The Civic Center will seat one hundred fifty (150) persons comfortably.
6. **Decorations.** The Renting Party shall not hang, tape, or suspend decorations from the ceilings within the Civic Center. The Renting Party shall not use rice, bird seed, glitter or confetti of any type on the grounds outside of the Civic Center. **The Rental Period includes any set-up and clean-up time for the Renting Party's event.** All set-ups, including decorating or moving and placing tables and chairs are the sole responsibility of the Renting Party. The Renting Party shall be responsible for removal of all decorations and breaking down and storing Civic Center tables and chairs in the designated locations they were found upon entering the Civic Center. **Failure to break down and store tables and chairs will result in a charge of up to**

\$100 to be withheld from the security deposit. Trash shall be disposed of properly in the trash containers provided in the Civic Center Kitchen.

7. **SIGNAGE.** KADEN will provide a 14" X 18" marquee sign for the first floor elevator lobby. The Renting Party must request approval for additional signage in writing no less than five (5) days prior to the Event Date. Written requests must include dimensions, colors, wording and placement of said signage. Additional signage may be installed no earlier than the Event start time and must be removed promptly at the Event end time.

_____ 8. **Rental Chairs, Tables and Other Equipment.** Prior to the Rental Period, KADEN must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Civic Center. The Renting Party is responsible for breaking down all rented items. **The Renting Party must remove any such additional chairs, tables, or other equipment by 9:00 a.m. the next business day. Failure to breakdown and remove equipment on time will result in a charge of \$25 per hour for each hour past 9:00am to be withheld from security deposit.**

9. **Damage.** The Renting Party is responsible, and upon demand shall pay KADEN, for any and all damage to the Civic Center resulting from or related to the Renting Party's rental of the Civic Center. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat closet, or any other property or asset owned by KADEN.

10. **Civic Center Pool.** The Civic Center Pool is for decoration only. The Renting Party shall prohibit wading in the pool or placing objects in the pool including flower petals, candles, rocks, dye, or any other object or material. Failure to do so shall result in the closing of the Renting Party's Event. Any damage to the pool resulting from or related to the Renting Party's rental of the Civic Center shall result in forfeiture of all or a portion of the Deposit and the Renting Party's liability to Kaden for any actual costs in excess of the Deposit.

11. **Use of Civic Center Kitchen.** If the Renting Party uses the Civic Center Kitchen, it shall:

- a. Place all boxes and trash in the Civic Center Kitchen trash receptacles at the end of the Rental Period;
- b. Wipe down all counters and surface work areas in the Civic Center Kitchen, including any food spilled in the refrigerator and in or on the stove;
- c. Not put any grease, food, coffee grounds or objects in the sink drain;
- d. Remove all dishes, glasses, silverware, linens, and other materials, or equipment rented by the Renting Party at the end of the Rental Period; and
- e. Turn off the stove.

Failure to comply with any sub-paragraph may result in a forfeiture of all or a portion of the Deposit and the Renting Party's liability to Kaden for any actual costs in excess of the Deposit.

12. **Acts Beyond KADEN's Control.** In the event the Civic Center or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render KADEN's fulfillment of this Agreement impossible, then this Agreement shall terminate, and KADEN shall pay the Renting Party the Rental Charge and the Deposit. The return of the Rental Charge and the Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph. In the event the power or HVAC goes out in the Civic Center the Renting Party may choose to:
 - a. Continue the use of the Civic Center as agreed to in this Rental Agreement with no changes and being liable for any damages.
 - b. Terminate Rental Agreement immediately and receive prorated refund of Rental Charge based on time actually used and being liable for any damages caused during used time.
13. **Acceptance of Premises.** The Renting Party agrees that it has inspected the Civic Center and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period.
14. **Scheduling.** KADEN retains the right to schedule other events in the Civic Center both before and after the Rental Period without notice to the Renting Party.
15. **Advertising.** The Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Civic Center or Kaden Tower including Kaden Tower's parking lot.
16. **Access to Premises.** KADEN reserves for its partners, employees, representatives, and agents free access and right to enter any portion of the Civic Center.
17. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless KADEN and its partners, employees, agents and representatives against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Civic Center.
18. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (ii) cancels, the Deposit shall be forfeited as liquidated damages. Should KADEN determine in its sole discretion that the Event scheduled by the Renting Party is not appropriate for Kaden Tower, KADEN reserves the right to cancel the Event with 30 days notice to the Renting Party accompanied by refund of the Deposit to the Renting Party.

19. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Civic Center for any unlawful purpose or permit others to use or occupy the Civic Center for any unlawful purpose.
20. **Alcoholic Beverages.** If the Renting Party intends to serve alcohol at its Event, it shall obtain any licenses or permits required under applicable laws and regulations to do so and provide KADEN with copies of any such licenses or permits and proof that the Renting Party has comprehensive general liability insurance in place with Kaden named as an additional insured with respect to the Event five days prior to the Rental Period. The sale of alcoholic beverages is prohibited. No alcoholic beverages are to be consumed outside the Civic Center. The renting party shall indemnify, defend and hold harmless Kaden and its partners, employees, agents and representatives from all claims, causes of action, liabilities, costs and expenses including, without limitation attorneys' fees, incurred by Kaden and its partners, employees, agents and representatives in connection with, as a result of, or by virtue of the provision of alcoholic beverages during the Event or otherwise within the Civic Center and for the other areas of Kaden Tower and its parking lot.
21. **Assignment.** This Agreement may not be assigned or transferred.
22. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. **This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Civic Center.**
23. **Modifications.** This Agreement may not be modified or amended except through an express written agreement signed by the Parties.
24. **Advice of Counsel.** Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.
25. **Governing Law and Severability.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The Parties agree that if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.
26. **Required Signatures.** This Agreement is not valid unless signed by both parties.
27. **Binding Effect.** This Agreement shall be binding upon the Parties, their heirs, representatives or assigns.

KADEN-T LIMITED PARTNERSHIP

By: _____ **Date:** _____

Printed Name: _____

Title: KADEN Civic Center Rental Coordinator

RENTING PARTY:

By: _____ **Date:** _____

Printed Name: _____

Name of Organization (if applicable): _____

Address: _____

Title: _____

As stated in section seven (7) of this contract Kaden will provide a 14" X 18" marquee sign for the first floor elevator lobby. Please indicate below your message for your event.

Lobby sign message: _____

please print message on spaces provided above