



## **Evelyn M. Kalb Gathering House Rental Agreement**

### **A SPECIAL EVENTS**

The following policies and procedures govern the use of the KGH for special events. All events shall be in compliance with the requirements set forth. Use of the KGH for profit purposes is prohibited. Charity and non-profit events are permitted. Clients must be twenty one (21) years of age or older.

### **B DEPOSIT AND PAYMENTS**

A \$200, refundable, security deposit is required to reserve the Kalb Gathering House facilities for special events. The security deposit will be refunded within two weeks following the event, less any charges for damage, additional services, or other costs incurred by the City of Florence, due to failure on the client's part to abide by the policies. If damage or theft occurs, the client will be responsible for the entire amount, even if it exceeds the security deposit.

Reservations may be accepted up to one (1) year in advance of the rental.

Ten (10) days prior to the event the balance of the total price of the event, less the security deposit and payments, shall be due and payable. KGH considers any nonpayment by the Client within the time periods listed in the Agreement as a material breach and may terminate the Agreement.

For reservations made less than 10 days before event client must pay ALL FEES, in full, at the time of booking.

### **C CANCELLATION / REFUNDS**

The Client may terminate the Agreement at any time, before ten (10) days, in advance of the event date, in which case the Client shall be entitled to a refund. If the event is canceled less than ten (10) days before the scheduled event, the applicant's full rental fee is retained.

### **D FEES AND SERVICES PROVIDED**

If the event goes beyond contracted hours, the Client shall be liable for an additional fee to be billed at \$150 per hour.

Rental fees not paid at least ten (10) days before the event are subject to a \$75.00 per business day, late fee.

Rental fees do not include food, beverage, catering, décor, and any other additional equipment.

The Client agrees to leave the premises in the same condition as existed on the date that possession thereof was granted. Anything brought in with the Client should leave with the Client. This includes all decorations, floral arrangements, etc. City is not responsible for items left after the event.

The rental pricing includes use of the KGH event space for the agreed upon time period in the rental application. City will provide tables and chairs for the guaranteed number of guests. The above mentioned items and the services of the City Event Consultant are included in the pricing. A request for additional tables and chairs to be set up over and above the guaranteed number of guests will be subject to an additional charge.

Any damages to the facility, extra cleaning needs, or policy violations will be noted and applicable fees will be deducted from the security deposit.

## **E TOURS**

Tours of the KGH are available by appointment. Appointments may be scheduled by calling 859-647-5425.

## **F ACCESSIBILITY**

KGH has accessible parking, entrances, and restrooms.

## **G PARKING**

The Nature Park accommodates parking for approximately 118 automobiles. Designated facility parking is unavailable. The service road may be used the day of a scheduled event.

## **H EMERGENCY POLICY**

If there is an unforeseen emergency, declared by the City, on the day of the rental, and the KGH is deemed unable to be utilized by the client, a refund of the rental fee and the security deposit will be issued to the client.

## I FACILITY USE GUIDELINES AND RESTRICTIONS

The KGH facility capacity maximum is strictly enforced. The seating capacity using a table and chair format is 54 people. The building maximum is 80 people.

All events at the KGH must conclude **no later than midnight**. The facility is available for rental no more than one time per day.

Rental agreements cannot be transferred, assigned, sublet, or issued to persons under the age of 21.

Storage is not available before or after the scheduled rental times. All tables, chairs, and other items supplied by the renter must be delivered and picked up the same day as the event.

The use of nails, adhesive tape, or similar items on ANY surfaces is prohibited. Use of these items may result in forfeiture of the security deposit.

No, rice, confetti, glitter, artificial flower petals, birdseed, or other items or materials will be thrown anywhere within the KGH rooms or the Florence Nature Park grounds. Use of these items may result in forfeiture of the security deposit.

Open flames (including candles of any kind), sparklers, smoke effects, and fog are not permitted inside KGH. No fireworks, pyrotechnics, or sky lanterns are permitted inside or outside the KGH. Battery operated candles are permitted.

The Client must perform general cleaning. General cleaning includes removal of all trash, spot cleaning spills, and wiping table tops. All bags of trash must be disposed of in the garbage containers provided outside the facility. Cleaning charges may be incurred for violations of this policy.

All music or use of a DJ must be inside the KGH facility and must be in compliance with all City of Florence ordinances.

The client is responsible for the safety and good order of all equipment and other property owned by City and/or being displayed on the premises, and is liable for equipment and other property if it is lost, stolen, damaged, or misplaced by the Client or the client's guests.

The KGH is a tobacco-free facility; smoking inside the facility is prohibited. Any smoking (cigarettes, cigars, e-cigarettes) and the use of chewing tobacco is strictly prohibited.

Animals are not permitted in the building, with the exception of certified service dogs.

No fires are permitted in the fireplace.

Oven is to be used for warming only. NO cooking is permitted.

## **J POST EVENT RESPONSIBILITIES**

Client shall leave the facility as it was found. Remove everything that was brought into the facility. Tables and chairs must be placed back into the original configuration that existed at the beginning of the rental. This is 4 chairs per table.

Remove all decorations.

Remove all food, beverages, and food service products.

Remove all trash from the building. Trash bags must be disposed of in the receptacles outside the delivery entrance on the side of the facility.

Spot clean dirty areas on the floor.

Wipe off table tops.

**ABSOLUTELY NO GREASE IN THE SINK.** Remove all food particles from the sink.

Ice is to be dumped in the sink only.

Surface clean all appliances used, clean any spills or splatters on counters, oven, and oven racks.

Remove outside debris from the parking lot and surrounding the main building.

**NOTE:** If damage to the facility occurs during the reserved time or if extraordinary cleaning is required, the security deposit may be retained and additional charges may be incurred.

\*If the client locks themselves out of the building after the facility is accessed for an event, a \$50 surcharge will be imposed for each call to the City of Florence to unlock the facility.

\*If the client experiences a problem with the facility during the event, they should contact the City representative assigned to their event. In addition, the client may also contact the Boone County Public Safety Communication Center (PSCC) at (859) 371-1234. If an emergency occurs, please call 911.

**K ALCOHOL POLICY**

Alcoholic beverages shall not be offered for sale.

Alcoholic beverages may be offered for consumption by the client, and must be consumed inside the building or on patio areas only.

Under no circumstances, shall alcohol be served to persons under the age of 21.

It is the client’s responsibility to ensure that all local, state, and federal regulations are followed as it relates to the serving or consumption of alcohol.

**M INDEMNIFICATION**

The City shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Client or by any person who may at any time use or occupy or visit KGH or be in or about the KGH by reason of the event of the client, whether loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Client or of any occupant, visitor, or user of any portion of the KGH, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth.

Client shall indemnify, hold harmless, and defend the City, its elected officials, officers, and employees, against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Client waives all claims against the City for damages to the property of Client in, on, or about the KGH, and for injuries to persons or property in or about the KGH, from any cause arising at any time, except to loss, injury, death, or damage arising by reason of the negligence or misconduct of the City, its agents, or employee.

**RIGHT OF TERMINATION**

In the event that the City determines any violation of the policies, procedures, and regulations is occurring or has occurred within the premises during the event, City reserves the right to terminate the rental or cancel the function at any time including, but not limited to, the time the event is in progress. In such an event, City shall retain all sums that have been paid. Any such determination made by a representative of City shall be binding and final. City shall not be liable to the client for any charges generated, or any deposits made to any vendor or another provider for the event.

Client  
Signature \_\_\_\_\_ Date \_\_\_\_\_

City of Florence  
Signature \_\_\_\_\_ Date \_\_\_\_\_