

This Rental Agreement made and entered into on the date set forth below, by and between The City of Florence (the “City”) and the Client, for the use of the Nature Park Event Center(the “NPEC”). This Agreement includes the Rental Application as attached, which is incorporated herein.

WHEREAS, the City desires to make the NPEC available to be rented for special events as here and after set out and client desires to rent the NPEC in conformance with those regulations.

NOW THEREFORE, in consideration of the mutual promises herein contained the parties hereto agree as follows:

#### **A: SPECIAL EVENTS**

The following policies and procedures govern the use of the NPEC for special events. All events shall be in compliance with the requirements set forth.

Use of the NPEC 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 non-refundable, confirmation deposit and refundable, security deposit are required to reserve the Nature Park Event Center facilities for special events. The confirmation deposit will be applied to the total price of the event. 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 stated herein. If damage or theft occurs, the client will be responsible for the entire amount even if it exceeds the security deposit.

1. Reservations will be accepted up to one (1) year in advance of the rental.
2. Ten (10) days prior to the event, a representative of the City, will meet with the Client to confirm the plan for the event and the room set-up details. The balance of the total price of the event, minus deposits and payments, shall be due and payable at this meeting. Should this meeting be conducted by phone or electronic means, all fees must be paid in full no later than ten (10) days before the event date. NPEC considers any nonpayment by the Client within the time periods listed in the Agreement as a material breach and may terminate the Agreement.
3. For reservations made less than 10 days before event client must pay ALL FEES, in full, at the time of booking.

#### **C: CANCELLATION / REFUNDS**

1. 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, minus the confirmation deposit and any fees incurred by City in preparation of the facilities for the Client. If the event is canceled less than ten (10) days before the scheduled event, the applicant’s full rental fee is forfeited.

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

1. If the event goes beyond contracted hours, the Client shall be liable for an additional fee to be billed at \$250 per every hour.
2. Rental fees not paid ten (10) days before the event are subject to a \$75.00 late fee per business day.
3. Rental fees do not include food, beverage, catering, bartending staff, linens, china, décor, tents and any other additional equipment.
4. 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.
5. The rental pricing includes use of the NPEC event space and bridal suite for the agreed upon time period in the rental application. City will provide banquet tables, event 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. Outdoor tables and seating are not included.

## **E: TOURS**

1. Tours of the NPEC are available for viewing Monday through Friday by appointment between the hours of 9:00 AM and 4:30 PM. Appointments may be scheduled by calling 859-647-5425.

## **F: ACCESSIBILITY**

1. NPEC is accessible.

## **G: PARKING**

1. The Florence Nature Park accommodates parking for approximately 118 automobiles. This includes 5 accessible parking spaces. **Designated parking specifically for any facility is not available.**

## **H: EMERGENCY POLICY**

1. If there is an unforeseen emergency, declared by the city, on the day of the rental, and the NPEC is deemed unable to be utilized by the Client, a refund of the rental fee, confirmation deposit and the security deposit will be issued to the Client.

## **I: FACILITY USE GUIDELINES AND RESTRICTIONS**

1. All set-up and decorating of the NPEC by the Client (including but not limited to florists, event coordinators, musicians, or any other hired personnel) must have the prior approval of the City. Above-mentioned personnel, who are not employees of the City, are required to provide their own equipment for moving supplies, musical instruments, speakers, and other necessary items to perform their function at the event. The NPEC seating capacity is one hundred (100), depending upon the seating style and layout of your event. For comfort and

safety, these limits must be observed. The NPEC staff will set the space based on the final count given, which will be confirmed ten (10) days prior to the date of your event.

2. The NPEC will not be available for rental on holidays, with the exception of New Year's Eve. This includes all holidays observed by the City of Florence.

3. All events scheduled at the NPEC must conclude no later than midnight. The facility will be available to be open at 8:00am on the day of the scheduled event for any pre-event need (i.e. photography, decorations, dressing, etc.). Any additional time needed is subject to availability. Events scheduled as part of a daytime rate may begin at 8:00am and must conclude no later than 5:00pm.

4. The use of nails or tacks on walls, **any adhesive tape or similar items on any surfaces**, or decorating wires on wood surfaces is prohibited.

5. No, rice, confetti, glitter, artificial flower petals, birdseed, or other items or materials will be thrown anywhere within the NPEC rooms or grounds.

6. Open flames (including candles of any kind), sparklers, smoke effects, fog machines and animals (other than service dogs) are not permitted inside NPEC. No fireworks, pyrotechnics, or sky lanterns are permitted inside or outside the NPEC. **Battery operated candles are permitted.**

7. The Client must perform general cleaning. General cleaning includes removal of all trash, wiping tabletops, chairs, and counters. All bags of trash must be disposed of in the garbage enclosure in the rear of the facility. Basic cleaning supplies and trash bags are provided.

8. All music or use of a DJ must be inside the NPEC facility. Exceptions for outdoor wedding ceremonies must be approved by City of Florence staff.

9. 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.

10. The NPEC is a smoke-free facility; smoking is prohibited inside the facility. The smoking policy also includes all e-cigarette brands, cigars, and chewing tobacco.

## **J: Caterer**

1. A list of caterers, preferred by the City will be provided to the Client. The catering list gives the Client an assortment based on quality and price. The client may select from this list or use any caterer of their choosing.

2. The catering cost is not included in the rental price and requires payment to the caterer.

3. A caterer must be chosen by the Client no less than ten (10) days in advance of the event. The City Event Consultant is to be notified when a caterer has been selected.

4. If a client chooses to carry in food, including food purchased from a corporate or privately owned restaurant, and not use a catering service, use of the NPEC kitchen facilities will be limited. Violation of this policy will result in a forfeiture of the full security deposit,

plus any additional costs incurred as a result of damages or wear to the NPEC kitchen facilities.

Use of the NPEC oven and warming racks is available upon approval from the City of Florence staff.

### **K: Florist**

1. Clients may use any commercial florist for the event. All floral arrangements must come from commercial sources and be insect-free. Artificial or silk flowers are permitted providing they are not thrown anywhere inside or on the grounds of the NPEC.
2. Online or direct purchase commercial floral services will be permitted with prior approval of the City.
3. Final floral details must be submitted to the City no later than ten (10) days prior to the date of the Clients event for approval.

### **L: Entertainment**

1. Entertainment, including sound, equipment and lighting set-up, is not permitted to take place until the specified time.
2. Music provided by DJ's will conclude 30 minutes before the event is scheduled to end. Any sound generated at the event whether from music or any other source shall at all times conform to the noise control ordinance of the City (Ordinance No. O-16-95). Failure to comply with this requirement shall be a breach of this agreement and will result in immediate termination of the event.
3. Clients may use any entertainment provider as long as the provider complies with the terms of this Agreement. City reserves the right to approve or disapprove any entertainment offered at events.
4. Entertainment details are to be submitted to the City no later than ten (10) days prior to the date of the event.

### **M: Photography**

1. The Client is responsible for their photography.
2. City routinely takes images and video for use in marketing materials and on the NPEC website and social media platforms.

Please be advised that promotional images and video may be captured during a Client's event. If the Client does not want photos or videos to be used for promotional purposes, please notify your event consultant.

### **N: Additional Equipment**

1. Any equipment not provided by City is the sole responsibility of the Client.
2. Vendors must have all equipment needs, including extension cords.

3. Use of the NPEC audio/visual equipment must be pre-approved by the City. Misuse of or damage to NPEC audio/visual equipment or property will result in forfeiture of the full security deposit in addition to the Client being required to pay for additional damages.

## **O: ALCOHOL**

1. The NPEC does not have a liquor license.

2. Alcohol is NEVER to be consumed outside the building, except on attached porches or in the designated tent/lawn area. It is the Clients responsibility to relay this to their guests. This will be strictly enforced.

3. Caterers/clients must stop service an hour before the event is scheduled to end or by 11 p.m.; whichever comes first.

## **INDEMNIFICATION**

1. 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 NPEC or be in or about the NPEC 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 NPEC, 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 NPEC, and for injuries to persons or property in or about the NPEC, 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**

1. 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.