

The Heritage Rental Contract

Thank you for your interest in renting The Heritage for your upcoming event. The Heritage provides a distinctive atmosphere for any special event you are hosting. It is available for wedding receptions, anniversaries, high school reunions, etc. Following is some information to help you in your planning process. If you require additional information concerning rental of the building, please contact Shively City Hall, (502) 449-5000. Regular office hours are Monday through Friday, 8 a.m. to 4 p.m. Viewing of the building is during office hours.

Rental Information

FRIDAY OR SATURDAY	SUNDAY – THURSDAY
\$100.00 per hour, minimum of 5 hours Plus service charges	\$50.00 per hour, minimum of 2 hours Plus service charges
\$150.00 - Building Maintenance Fee	\$150.00 - Building Maintenance Fee
\$150.00 - Damage Deposit	\$150.00 - Damage Deposit

HOLIDAYS - \$100.00 EXTRA (New Years Eve, New Years Day, Valentines Day, Easter, Thunder Over Louisville, Derby Week and Weekend, 4th of July, Memorial Day, Labor Day & Thanksgiving) **Closed Christmas Eve & Christmas Day****

Equipment Provided

- 20 – 60” round tables, 8 chairs per table
- 5 – 6’ Banquet rectangular tables
- 5 – 8’ Banquet rectangular tables

*Smoking is not permitted in the facility at any time. ♥ All events must conclude by 12 midnight.
All rules or regulations imposed by the Fire Marshal’s office must be met.*

Deposits

- ♥ Half of the total cost of the rental will be the deposit, it is a non-refundable deposit this is requested to secure the date for an event. This deposit is applied toward the balance of your rental fee. This deposit is due upon signing of the contract. **The facility is not booked until the contract is signed and the deposit is paid.**
- ♥ The facility management will return the damage deposit, less any amount retained to compensate the building for any loss, within ten (10) business days after the event.

Alcoholic Beverages

If alcohol is served or sold during the event, then the party is to abide by the rules and regulations concerning liquor license and liquor liability insurance. Events serving alcohol must use a licensed bartender and show proof of host liquor liability in the amount of \$1,000,000. You are also required to abide by alcohol related laws. No glass bottles of beer allowed. **If any evidence is found by our cleaning crew that alcohol was on the premise without a liability insurance certificate on file prior to the event the deposit will be forfeited.**

Personal Property

The City of Shively and/or the facility management are not responsible for damages or loss to personal property of the customer, guests, invitees, independent contractors and/or entertainers/vendors, which is left on the premises before, during or after the event.

Parking

Parking for any event will be in the parking area next to the baseball field. At no time will any vehicle be parked on any grassy area. Any vehicles of the group parked on or near the premises, together with the contents thereof, shall be parked at the risk of the group and the City of Shively or the facility **management shall not be responsible or liable to the individual or group for loss or damage to said vehicle or its contents.**

Food and Beverage

You may bring a caterer of your choice or provide your own food; however, the caterer must provide the management with a certificate of insurance. If you provide your own food, the City of Shively or facility management assumes no responsibility from anything arising from it. Because of limited kitchen equipment, foods must be prepared before the time of rental. The kitchen contains a small microwave, refrigerator, and sink. Utensils and dishes are not available.

The caterer or person signing this contract is responsible for clearing tables and removing all garbage to the outside trash cans and leaving the kitchen in order. If drink cups, plates or trash of any kind is left on top of the tables or trash is not taken out of the building to the trash cans the deposit will be forfeited.

Entertainment

Bands or DJs are permitted in the facility during the event. Any special requirements necessary for the band or DJ system are to be brought to the attention of the management at least 2 weeks prior to the event. These requirements may be charged as an additional expense. **Equipment can only be delivered on the day of the event. All equipment must be removed immediately following the rental.**

Insurance

The Caterer must present a certificate of insurance, as proof of general liability insurance, in the amount of \$1,000,000. If a Caterer is engaged in the serving or sale of alcoholic beverages, they must obtain public liquor liability insurance in the amount of \$1,000,000 (host liquor liability) for the term of the agreement. These must both be present at least thirty (30) days prior to the event.

Set-up and deliveries

- ♥ **Set-up can begin on the day of the event.** All deliveries should be brought through the service door in the kitchen. If your caterer or florist will need to be there earlier, please inform the facility management.
- ♥ The facility management will be responsible for table and chairs set up and take down. You must specify in writing two weeks prior any special request you may have. Tablecloths and table decorations will be the responsibility of the renter.
- ♥ No tents will be allowed to be set-up on the porch area. All tents must be set up by a company that is covered by general liability insurance and a certificate of insurance must be presented 60 days prior to the event.

Decorations

No decorations may be affixed to any wall, ceiling or light fixture with tape, nails, tacks, screws, staples or any type of adhesive. No staples or tape are to be used on tables. Candles must be enclosed in glass shade or votive container. No glitter, sprinkles, "silly string" or bubbles may be used in the facility. Garlands, ribbons, etc. may be used on exterior entry railings with permission. User will be responsible for enforcing the no smoking policy in the facility.

Cancellation

DEPOSITS ARE NON-REFUNDABLE UNLESS THE EVENT IS CANCELLED BY THE CITY OF SHIVELY AND/OR FACILITY MANAGEMENT. If an event is canceled by the City of Shively and/or management, the deposit shall be refunded within 30 days after the cancellations. The City of Shively or the facility management shall not be held liable for damage of any type, whether direct or consequential, to the customer, or to an entertainer/vendor hired by the customer, for cancellation of the event. The customer 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 advance deposit. Without limiting the generality of the forgoing provision, the customer agrees that the City of Shively or facility management shall not be liable for failure to perform due to any unforeseen circumstances beyond the control of the City of Shively or facility management, including but not limited to fire, flood, strike, acts of governmental authority, failure of utility services, unavailability of food, beverage or other supplies or damage to the facility. Performance of this contract is contingent upon the ability of the City of Shively and/or facility management to complete the same, and is subject to accidents, transportation of foods, beverages or supplies and other causes, which are beyond the control of the City of Shively or facility management. The City of Shively and/or facility management reserves the right to refuse service to anyone.

Liability

The City of Shively or facility management shall not be liable for any injury or damage to any person and their invited guests or to any property at any time on said premises or the Community Building from any cause whatsoever that may at any time exist from the use or condition of said premises or building, or from ice thereon, or from water, rain, or snow which may leak into, issue or flow from any part of the building, or from pipes or plumbing, of the same, or from any other place or quarter, or from any other cause, during rental period. The City of Shively and facility management is further indemnified from the renter for any damages to the City or management due to the actions of the renter or his/her guests.

The Heritage 1901 Park Rd. Shively, KY 40216
Call City Hall (502) 449-5000 for reservations and payments.

_____ ↑ **Date of Event** ↑

Name of person or group responsible _____

Address _____ City _____ State _____ Zip _____

Home Phone # _____ Cell Phone # _____

Email _____ Beginning Time _____ Ending Time _____

Type of Function _____ Number to attend _____

The City of Shively and/or the Shively Community Building management agrees to rent the Shively Community Building, located at 1901 Park Road, Shively, Kentucky to the preceding group/individual. The group/individual agrees to pay half of the rental upon signing of this contract and the balance, damage deposit and clean up fee 30 days prior of the day of the event. Building and restrooms must be left neat and undamaged in all respects.

The Community Building shall be occupied solely by the group who are parties to this contract, and in no event, shall the number be increased from the amount given on the application form. It is understood and agreed that the number of people in attendance shall not exceed 160. The group/individual agrees to leave the premises neat (all trash cans must be emptied and removed from building) and undamaged in all respects after function.

It is understood that cancellation must be given in written form. Any cancellation will result in loss of deposit, if cancellation is given, 60 days prior to event the remaining balance will be refunded.

I/We hereby agree to the terms and conditions set forth in this contract and acknowledge receipt of a copy.

Agreed: _____ Date: _____

Facility Managers Approval: _____

FOR OFFICE USE ONLY

FRIDAY OR SATURDAY

500.00 FIVE HOUR MINIMUM
+ _____ Hrs. @ \$100.00 each
+ 150.00 Building Maintenance Fee
+ 150.00 Damage Deposit

MONDAY – THURSDAY

100.00 TWO HOUR MINIMUM
+ _____ Hrs. @ \$50.00 each
+ 150.00 Building Maintenance Fee
+ 150.00 Damage Deposit

_____ **Total Amount**

1st payment, half of total amount due is the minimum.

_____ Deposit Cash/Check # _____ Date _____ Initials _____

_____ **Balance Remaining**

2nd payment, balance of amount due, 30 days prior to event, to prevent cancellation.

_____ Payment Cash/Check # _____ Date _____ Initials _____