# The Heritage Rental Contract

The Heritage provides a distinctive atmosphere for any private rental for up to 160 guests. To ask questions or check availability, call Shively City Hall, (502) 449-5000. Office hours are Monday through Friday, 8 a.m. to 4:30 p.m. Viewing of the building is by appointment only, call (502) 449-5000 to schedule viewing.

## Friday or Saturday Rental Information

\$150.00 - Building Maintenance Fee

- + \$150.00 Damage Fee (Refundable)
- <u>+ \$500.00 5 hours minimum</u> \$800.00 Total

Additional hours must be purchased before final payment - \$100 per hour

To reserve a date a completed contract and half of the total rental amount must be paid

## <u>Sunday – Thursday Rental Information</u>

\$150.00 - Building Maintenance Fee

- + \$150.00 Damage Fee (Refundable)
- <u>+ \$100.00 2 hours minimum</u>

\$400.00 Total

Additional hours must be purchased before final payment - \$50 per hour

To reserve a date a completed contract and half of the total rental amount must be paid

**HOLIDAY RATES - \$100.00 EXTRA -** New Years Eve, New Years Day, Valentines Day, Easter, Thunder Over Louisville, Derby Week and Weekend, 4<sup>th</sup> of July, Memorial Day, Labor Day & Thanksgiving Closed **Christmas Eve & Christmas Day\*\*** 

### TABLE AND CHAIRS ARE AVAILABLE FOR USE:

- 20 60" ROUND TABLES, 8 CHAIRS PER TABLE
- 5-6' RECTANGULAR TABLES
- 5 8' RECTANGULAR TABLES

Smoking is not permitted in the facility at any time.

All rules or regulations imposed by the Fire Marshal's office must be met.

#### Payment is required to reserve your date

- ♥ Half of the total cost of the rental will be the deposit 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.
- ▼ If the contract rules are followed the Damage Fee will be mailed to the name and address on the contract within 30 days, less any amount retained to compensate the building for any loss, within 1 MONTH after the event, to the name and address on the contract.

#### **Alcoholic Beverages**

If alcohol is IN THE BUILDING, then the person signing this contract is to abide by the rules and regulations concerning liquor liability insurance or liquor license. 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. <u>Items cannot be delivered the day before your rental or left in building overnight.</u>

#### **Parking**

Parking for any event will be in the parking area next to the baseball field. No parking on grass allowed. 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. The City of Shively or facility management assumes no responsibility for food served at any rental or for anything arising from it. The kitchen contains a small microwave, ice machine, refrigerator, and sink. Utensils and dishes are not available. Renter must remove all garbage to the outside trash cans and leave the kitchen in order. If drink cups, plates or trash of any kind is left on the tables/floor or trash is not taken out of the building to the trash cans the damage fee will be forfeited.

**Entertainment** - Bands or DJs are permitted, inside only. **Equipment can only be delivered on the day of the event.** All equipment must be removed immediately following the rental.

<u>Insurance</u> - 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 are only allowed the day of the event

- ♥ All deliveries should be brought through the service door in the kitchen.
- ▼ The facility management will be responsible for the set up of tables and chairs, take down. You must specify in writing two weeks prior any special request you may have. Do not drag chairs and tables causing floor markings.
- ▶ No tents allowed 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.

<u>Decorations</u> - 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. <u>No glitter or décor that drops glitter, sprinkles, "silly string" or bubbles may be used in the facility.</u> Garlands, ribbons, etc. may be used on exterior entry railings with permission, they must be removed when you leave.

#### Cancellation

<u>AND/OR FACILITY MANAGEMENT.</u> If an event is canceled by the City of Shively and/or management, the deposit shall be refunded within 30 days. 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.

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The Heritage 1901 Park Rd. S Call City Hall (502) 449-5000	•	yments.	↑ Date of I	Event ↑
Name				
Address	City		State	Zip
Cell Phone #	Alternate Phone #			
Email	Beginning Time		Ending Time_	
Type of Function	Numbe	r to attend		
The City of Shively and/or The Herit Shively, Kentucky to the preceding g signing of this contract and the balan left neat and undamaged in all respec	group/individual. The group/ince, 30 days prior of the day o	ndividual agree	es to pay half o	of the rental upo
The Community Building shall be occashall the number be increased from the number of people in attendance sheat (all trash cans must be emptice)	he amount given on the applicable hall not exceed 160. The gro	cation form. It up/individual a	t is understood agrees to leave	and agreed that the premises
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