

LAGRANGE FIRE & RESCUE



309 North First Avenue, LaGrange, KY 40031 (502) 222-1143 voice (502) 222-3156 fax

Community/Conference Room Use Agreement

This Community/Conference Rooms Use Agreement (“Agreement”) is entered into by and between the LaGrange Fire Protection District, a KRS Chapter 75 political subdivision of the Commonwealth of Kentucky (the “District”), and the individual or entity signing this Agreement on the space provided on the last page of this Agreement (the “Renter”).

1. Rental Space

a. Community/Conference Rooms(s) Being Rented:

Fire Station 1, 309 North First Avenue, LaGrange, KY 40031

b. Date and Time of Use

Date: Time:

c. Occupancy Limits

The maximum occupancy of the community/conference room herein is as follows: Fire Station One is (99) people. Renter shall ensure that the occupancy limit is not exceeded at any time during the rental period.

d. Hours of Rental and Rental Period

Hours of Rental are from 8:00 a.m. to 11:00 p.m. EST, seven days a week. The Renter is responsible for ensuring that the Renter, and Renter’s directors, officers, employees, agents, members, representatives, guests, invitees, licensees, or other persons (collectively referred to as “participants”) leave the community/conference room(s) promptly once the assigned reservation time has expired.

A rental period will consist of a five (5) hour block. Additional time may be requested upon the submission of the application. Additional time will be approved on a case by case basis.

e. Permitted Areas of Use

The Renter may use only the community/conference room, kitchen, designated restroom(s), and the designated parking area (collectively the “Rental Space”). If no parking area is

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designated by the District, the Renter and any participants shall park in the spaces behind the respective station but under no circumstances shall the Renter or any participant park in such a way that blocks the bay doors at the station or restricts vehicular entrance or egress to the station.

The Renter's use of the Rental Space shall be restricted solely to the areas included within the Rental Space. Cooking/food preparation is restricted to the kitchen designated in the Rental Space. The Renter shall not use any other portion of the building or other District property without the District's prior written consent and any use beyond the Rental Space herein reserved by the Renter or the Renter's Participants is strictly prohibited. The Renter shall not allow Participants to enter any portion of the District's building or property other than the Rental Space. The Renter shall indemnify, reimburse and hold the District harmless from any liability, fees, penalties, fines, costs, damage, or loss of property caused by the Renter or Participants.

f. Not Responsible for Personal Property

The District is neither responsible nor liable for the theft, loss, or damage to materials, equipment, or other personal property of the Renter or the Participants.

2. Permitted Uses

Renter may use the Rental Space for the purpose of conducting meetings and special events that are not intended to, and do not, generate revenue or compensation in any form for the Renter or any third party. The Rental Space shall not be used for organized political or religious activities, or any activity that may directly or indirectly injure or damage any individual or property. The Rental Space is not a public forum, and the District reserves the right to reasonably restrict Renter's use of the Rental Space to prevent a use that does not promote the health, safety, prosperity, security, and general welfare of the District or its citizens.

a. Smoking and Tobacco Products

Smoking and tobacco products are prohibited inside any District building.

b. Alcoholic Beverages

Alcoholic beverages are prohibited inside any District building and anywhere on the District premises.

c. Decorations

No decorations may be attached to painted walls or ceiling tiles. No decorations are allowed on the exterior of the building. Any use of decorations shall be that which will not leave any damage to walls of District facilities and must be removed and properly disposed of.

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d. Telephone Use

Telephone use (where available) is restricted to local calls only.

e. Food and Beverages

Food and beverages (non-alcoholic) are allowed in the community/conference room, however, the Rental Space must be cleaned after use or a clean up fee may be assessed. The Renter may use the kitchen designated in the Rental Space for food preparation, storage, reheating food and keeping food warm.

f. Third Party Information

The Renter shall not use or represent to any third party the address or telephone numbers of any District facility as the Renter's address or telephone numbers; nor shall the Renter in any manner represent or imply that the District sponsors, sanctions or supports the meeting or special event.

g. District Operations

Under no circumstances shall Renter or the participants' use of the Rental Space interfere in any manner with District operations.

3. Rent

The Renter shall pay the District **\$100.00** ("Rent") per rental period. Said Rent shall be paid, in full, to the District at least twenty-four (24) hours prior to the beginning of the rental period. Cost incurred by the District in cleaning and/or restoring the Rental Space and/or equipment to their original condition may be charged to the Renter as additional Rent. Rental fees shall be waived for governmental units and other organizations as determined by the Fire District.

4. Security Deposit

Renter shall pay a security deposit in the amount of **\$50.00** upon the execution of the User Agreement as security for Renter's payment of Rent and performance of its other obligations under this Agreement. If Renter defaults in its payment of Rent or performance of its other obligations, the District may use all or part of the security deposit for the payment of Rent or for the payment of any other amount the District may spend or become obligated to spend by reason of Renter's default or to reimburse the District for any other loss or damage caused by Renter. If the District so uses any portion of the security deposit, Renter will restore the security deposit to its original amount within five days after written notice from the District. The District will return the unused portion of the security deposit in accordance with Kentucky law.

The Security Deposit shall be waived for governmental units and other organizations as determined by the Fire District.

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5. Equipment and Supplies

Renter shall have the right to use the movable chairs and tables in the community/conference room and the equipment and utensils in the kitchen located in the Rental Space (hereafter "Equipment"). Renter must obtain the District's prior written consent to use any other District equipment or furniture, which also shall be deemed "Equipment" hereunder once such consent is granted.

6. Cancellation

a. By the Renter

The Renter may cancel a scheduled use of the community/conference room, without penalty, by providing the Office Manager Susan Ripperdan with notice of the cancellation at least 48 hours before the scheduled date and time of the use. Notice of cancellation must be provided in person, or by e-mail.

In person: Susan Ripperdan, Office Manager, District Headquarters, 309 North First Avenue, LaGrange, KY 40031.

By e-mail: sripperdan@lfrd.org or communityroom@lfrd.org

b. By the District

Notwithstanding any other provision of this Agreement, the Renter's right to use the Rental Space is subject to the District's absolute right to use the Rental Space to meet the normal and emergency operations and business needs of the District. While the District will make every effort to avoid canceling an event scheduled by the Renter, the District has the absolute right, at any time to cancel Renter's use of the Rental Space. If possible, the District will attempt to reschedule Renter's use of the Rental Space to another date and time within the same month that is acceptable to the Renter. If no acceptable alternative date and time is available, the district will refund the Renter's Rent and security deposit payment for the scheduled use(s) cancelled.

7. Reservations

An application for use of the community/conference room must be submitted a minimum of two weeks, but no more than 3 months, prior to the date of use. An individual must be 18 years or older to sign an application for use. Applications are handled on a first-come, first-served basis. **The community/conference room will not be reserved until an application is submitted and approved.** The completed application must be delivered in person, mailed or emailed to Susan Ripperdan, Office Manager at the District's Headquarters located at 309 North First Avenue, LaGrange, KY 40031 – sripperdan@lfrd.org or communityroom@lfrd.org.

The application form may be obtained in person at Headquarters, between 8:00 a.m. and 4:00 p.m., Monday through Friday, or submitted on-line on the District's web page at www.lfrd.org (Public Information → Community Room). If the application is approved, a telephone, US mail, or e-mail confirmation will be sent to the contact representative listed on the application.

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8. Access to Rental Space

Once the application has been approved, instructions will be provided to the contact person allowing access to the community/conference room.

9. Care and Cleaning

The Renter and the District hereby acknowledge that the Rental Space was clean, in good working order and in satisfactory condition when the Renter took possession. Janitorial services are not provided by the District. The Renter shall be responsible for the care and cleaning of the Rental Space and the Equipment. The Renter shall immediately reimburse the District for, replace, or repair the Rental Space and any equipment, furnishings, or other District property damaged or destroyed during the course, and as a result, of Renter or the participants' use of the Rental Space, regardless of whether the Renter caused the damage or the participants caused the damage. The Renter shall leave the Rental Space and the Equipment in the same condition as they existed upon execution of this Agreement.

10. Set-up and Removal

The Renter is responsible for set-up of the community/conference room, including chairs, tables, and refreshments. Items are not to be pinned or taped to a wall or structure. Supplies or materials may not be stored in the community/conference room or anywhere else on District property. During the use of the community room, the room must be maintained in a good, clean, and safe condition. The community room must be left in a clean and orderly condition. The Renter is responsible for ensuring that all trash is picked up and properly discarded; all tables and chairs are cleaned and put away; the sink, the refrigerator, the freezer, the microwaves, and all counter tops are cleaned; and the floors are swept and vacuumed. If the Renter fails to properly clean and restore the Rental Space and/or Equipment to their original location and condition immediately after each use, the District may apply all or a portion of the security deposit, and impose such additional Rent, as is necessary to clean and/or restore the Rental Space and/or Equipment to their original location and condition.

11. Compliance with Federal, State and Local Laws, and the District's Rules

The Renter shall comply with, and shall ensure that the participants comply with, all Federal, State and local laws, rules and ordinances, and the District's rules.

12. Indemnification

The Renter shall indemnify the District and its officers, directors, trustees, agents, employees, volunteers, representatives, members, invitees, guests and customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments and expenses (including without limitation attorneys' fees and court costs) arising from the presence of Renter and/or the participants in the Rental Space or any other District property, or arising from any use by Renter and/or the participants of the Rental Space or any other District property.

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13. Waiver, Release, Discharge and Assumption of Risk

The Renter, for itself, and on behalf of its participants, fully and unconditionally waive the Renter and participants' individual and collective rights to recover from the District and/or its Directors, trustees, officers, employees, volunteers, members, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees"), any liability, claim, injury, loss, damage, restitution or compensation arising out of this Agreement or out of the Renter and/or the participants' use of the Rental Space, Equipment, or any other District real or personal property. The Releasees shall under no circumstances be liable for any liability, claim, loss or damage suffered or incurred by the Renter or the participants for any reason whatsoever, including without limitation, liability for death, personal injury, theft, damage to motor vehicles, loss of property, business interruption, lost profits, consequential damages and rights of subrogation.

The Renter acknowledges that the District, its trustees, directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party, entity or participant conducting a specific activity located on or off their facilities. The Renter further WAIVES, RELEASES, AND DISCHARGES the District, its trustees, directors, officers, volunteers, representatives, and agents from any and all liability, loss damage, costs, claims and/or causes of action including, but not limited to, liability arising from the negligence or fault of the entities or persons released, for the Renter's death, disability, personal injury (be it physical or psychological), property damage, property theft, or actions of any kind which may hereafter occur to the Renter. The Renter acknowledges and agrees that the District, its trustees, directors, officers, volunteers, representatives, and agents shall not be held responsible for any loss to personal contents due to theft, fire or an act of God. The Renter and the District agree that this WAIVER, RELEASE AND DISCHARGE shall be construed broadly to provide a release and waiver to the maximum extent permissible under Kentucky law.

Renter has inspected the Rental Space, and acknowledges that it is in good condition, suitable for the Renter's purposes, and accepts the same in its present condition, "as is", without any warranties or representations by the District as to the Rental Space's condition. Renter shall indemnify and hold the District harmless from and against all claims for damages and expenses of every kind and character to parties who may claim, sue, or demand damages for injuries sustained upon the District's premises resulting from the acts or omissions of Renter or any participants. Renter will defend any such claim or suit for damages or injuries at its own expense.

14. Defense of Actions

If any claim, action or proceeding is brought against the District and/or its Directors, officers, employees, volunteers agents, representatives, consultants, lessees, subcontractors, successors and assigns (collective; for this paragraph 14, the "District") in any forum whatsoever arising from any act or omission of the Renter or the participants, the Renter shall, at its sole cost and expense, defend the District by counsel of the District's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.

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15. Miscellaneous

This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any Agreement provision is held invalid or unenforceable, all other Agreement provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and assigns. This Agreement is not intended to, and shall not, offer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement the prevailing party shall be awarded its attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, award or order. Kentucky law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District or County Courts for Oldham County. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

THE RENTER AND THE DISTRICT CERTIFY, BY SIGNING BELOW, THAT THEY HAVE READ THIS DOCUMENT AND THEY FULLY UNDERSTAND ITS CONTENT. RENTER ACKNOWLEDGES THAT THIS DOCUMENT CONSTITUTES A WAIVER OF RENTER'S RIGHTS, AN ACKNOWLEDGEMENT OF RENTER'S VOLUNTARY ASSUMPTION OF RISK, A RELEASE OF LIABILITY AND A CONTRACT AND RENTER SIGNS IT OF RENTER'S FREE WILL.

LAGRANGE FIRE PROTECTION DISTRICT, a KRS Chapter 75 political subdivision of the Commonwealth of Kentucky

By: _____

Its: _____

RENTER:

(Company Name)

By: _____

Title: _____

Date: _____