

ROOM RENTAL AGREEMENT

THIS ROOM RENTAL AGREEMENT made this _____ day of _____, 20____, between **CITY OF HAZARD** (hereafter referred to alternatively as the City), 700 Main Street, P. O. Box 420, Hazard, Kentucky 41702 and _____, [address] (hereafter referred to as Renter). The City and the Renter may herein be referred to collectively as "parties".

WHEREAS, the City of Hazard's principal place of business, City Hall, is located at 700 Main Street, Hazard, Kentucky, and City Hall has a room on the 2nd floor called the Commissioner's Room (hereafter "Room");

WHEREAS, the City of Hazard may allow organizations, businesses, groups and individuals to rent the Room during times when the Room is available;

WHEREAS, the City of Hazard has no duty to rent the room and reserves the right to deny rental of the room for any purpose but acknowledges that the denial cannot be in violation of any law or regulation;

WHEREAS, the Renter requests that they be granted use of the Room on the day(s) and time(s) herein stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **GRANT.** The City rents to the Renter, and Renter rents from the City, upon the conditions and agreements set forth herein, the room located at City Hall, 700 Main Street, 2nd Floor, Hazard, Kentucky.

2. **EVENT and DATE.** The Renter wishes to rent the Room for the purpose of _____ ("Event") and the City agrees to rent the Room to the Renter(s) for the date(s) of _____ from the hours of _____ to _____ for the Event.

3. **RENT.** The Renter shall pay to the City, as a non-refundable deposit, the sum of One Hundred Dollars (\$100.00) for the first four (4) hours of rental time and Twenty-Five Dollars (\$25.00) for each hour after the initial four (4) hours. The One Hundred Dollar (\$100.00) non-refundable deposit is due at the time both parties enter into this agreement to reserve the Room. Additional rent, if any, will be due the day of the event before the event begins. The additional rent will be paid at the front desk of City Hall to a City clerk. If the City is closed for business on the day of the Event, the Renter shall leave the additional rent in the _____ at City Hall. All monies collected will be deposited in the general fund of the City and used for all lawful purposes.

4. **USE.** The Room shall be used solely for the purpose stated in paragraph 2 as a private Event for the Renter and Renter's guests. Guests are defined as persons, whether invited or not, on the premises to attend the Event or who have entered the Room and have remained for any length of time. Guests also include any hired or volunteer help, vendors, contractors, independent contractors or other such person or business at the Event. The Renter shall not at any time use the Room, or permit it to be used, in such a manner as to invalidate or increase the rate of insurance thereon. In the event the insurance rate is increased by any action or failure to act on the part of the Renter in violation of this Rental agreement, the Renter shall pay the City the amount of increased insurance premiums and other related damages, including all associated costs, within 14 days of receipt of demand for payment.

5. **RULES AND REGULATIONS.** The Renter shall comply, and shall cause Renter's guests to comply, with all rules, regulations, and ordinances of the City of Hazard and state and federal laws and regulations. The Renter shall not allow any person associated with the Event to leave the immediate area of the Room on 2nd floor. No illicit drugs or alcohol can be brought into and/or consumed during or prior to entering City Hall and the Room. Food and non-alcoholic beverages can be brought into the Room for the Event but cannot permeate any offensive odors. Renters and Renter's guests shall not possess firearms or other dangerous weapons in City Hall.

6. **PETS.** No pets are allowed in the Room except for service animals.

7. **UTILITIES AND SERVICES.** Electricity and water are supplied to the Room by the City. The Room rental includes the use of the adjacent men's and ladies' bathroom located on the 2nd floor only. Any additional utility or service is the responsibility of the Renter.

8. **RENTER OBLIGATIONS.** The Renter agrees to (1) comply with all obligations imposed by the applicable provisions of building and housing codes affecting health and safety and all laws and ordinances regarding nuisances; (2) not to or permit to be done anything to embarrass, annoy or inconvenience which will injure the reputation of the City; (3) leave the Room in the same condition of cleanliness as when it was originally rented to the Renter; (4) dispose from the Room all ashes, rubbish and other waste materials in a clean and safe manner; (5) keep all waste and drain pipes open; (6) repair all damage to plumbing caused by the Renter's and/or Renter's guests' negligence; (7) use in a reasonable manner all electrical, plumbing, heating, ventilating, air-conditioning and other facilities and appliances; and (8) not deliberately or negligently destroy, damage, impair or remove any part of the Room. The Renter shall replace any broken glass in the Room, shall repair any damage to the Room, its fixtures and equipment caused by the fault or neglect of the Renter and the Renter's guests. By taking possession of the Room, the Renter conclusively acknowledges that at the time the Renter took possession, the Room, its fixtures and equipment were as represented and were in good and satisfactory condition. It is agreed that there have been no promises to decorate, alter, repair or improve the Room or representations as to the conditions and repair of the Room, except as are set forth in this Rental agreement. The Renter shall make no permanent alterations, additions or improvements in or to the Room, except with prior written consent of the City, and all alterations, additions or improvements that become affixed to the Room made by either party shall become the property of the City and shall become and remain part of the Room and be

surrendered with the Room at the end of the term of this Rental agreement. Renter will also be responsible for repair expenses, including all costs and fees associated therewith, for damages. The City may, at the City's option, repair any damage that the Renter is obligated to repair under the terms hereof, and the Renter shall pay as additional rent to the City, upon demand, any amount thus expensed by the City.

9. **LIABILITY and DAMAGES.** The City and its agents shall not be liable for any loss or damage or injury to any Renter, Renter's guests or other person or the Room (including, without limitation, any property of the Renter and Renter's guests or other person) due to any cause, including a defect in the structure or its equipment on the Room, or from any other cause including theft or embezzlement. The Renter shall indemnify and hold the City harmless for any loss, injury, cost, damage or expense, including attorney fees and interest, arising out of any claim asserted by any person, business or other entity because of the Event, any action of the Renter or of any of the Renter's guests or other person. If the Renter, Renter's guests or any other person on the premises due to the Event, at the sole discretion and opinion of the City, is in violation of the provisions of this Agreement, the City, by and through their representatives, may close down the Event and direct everyone to leave immediately. The Renter agrees that if the Event is closed down for they are not entitled to reimbursement of any deposit or monies paid unto the City for the Event and the Renter shall be liable for any damages resulting from the Event including, but not limited to, fees, costs and attorney fees.

10. **PARTIES, SUCCESSORS AND ASSIGNS.** When more than one person is named as the Renter the provisions of this Rental Agreement shall apply to each of them and each of them shall be liable, jointly and severally, to the City for the due performance and observances of all of the provisions of this Rental agreement, including the payment of rent. This Rental agreement, and all the terms and provisions hereof shall bind upon the parties hereto and upon their personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the City and the Renter have affixed their signatures on the date first above written.

JIMMY RAY LINDON
Mayor, City of Hazard
Date: _____

Renter(s)
Date: _____