

Heritage Hall/Licking County Aging Program, Inc.

Facilities Rental Agreement

1058 East Main Street

Newark, Oh 43055

This Facilities Rental Agreement is entered into by and between the Licking County Aging Program, Inc. (LCAP) and the person(s) named below (Client).

Indemnity: Limitation on Liability

Client shall use the facility solely for the purpose stated in this document and shall not assign the rights to use the facility to any other person without the prior written consent of LCAP management. Client is to use only the portion of the facility designated in this Agreement. There are multiple venues on the property which may be rented simultaneously.

LCAP assumes no responsibility for damage or loss of any property of Client or others brought into the facility prior to, during or after the Client's use. The Client is responsible for damage caused by the Client or the Client's guests.

Client hereby agrees to indemnify, defend and hold harmless The Licking County Aging Program, Inc. and their respective officials, officers, directors, agents, employees, successor and assigns from and against any and all claims, damages, expenses, costs (including, without limitation, reasonable attorneys' fees) and liabilities (collectively, "Claims") arising or alleged to arise from occasioned use of the facility.

It is understood and agreed that should you and/or your attendees fail to adhere to all rules, policies and conform to the proper use of the building, LCAP management may, at their discretion, terminate this agreement and require the renting parties to vacate the building (during the event if necessary), forfeiting any and all fees and monies.

Event Liability Insurance

A Certificate of Liability is required for all events where alcohol is present and/or for large events, as requested by the Heritage Hall Events Coordinator. The certificate of liability should name the Licking County Aging Program, Inc. as additional insured for the period of time the facility is being used and must cover General Liability/Personal Liability for \$1 million per occurrence. The certificate of liability must be received by the Heritage Hall Events Coordinator at least 48 hours prior to the event. See the "Event Liability Insurance" information attached to this agreement.

Security Deposit/Payments

The security deposit payment is required when the Rental Agreement is returned to the Heritage Hall Events Coordinator. If the security deposit is not paid with the return of the Rental Agreement, the space may be released and made available to others.

Security deposits are payable to Licking County Aging Program, Inc. (LCAP) Accepted methods of payment include cash, check, cashier's check or credit card. The total bill is due one week prior to the event. Pricing details are included on final page of this agreement.

Services Included in Rental:

Conference room(s):

Use of all existing tables and chairs. A/V equipment available upon request. Pricing details are included on final page of this agreement.

Dining room and Café:

Use of all existing tables and chairs, countertop with electrical outlets and onsite custodial staff throughout your event. Food service through a licensed caterer is not required in the dining room. Access to LCAP kitchen is not permitted.

Banquet Room(s):

Set up of all round tables and chairs, white linen tablecloths, extra banquet tables for head table, cake, food, drinks, guest book, gifts, etc. In addition, use of catering kitchen, stage, and onsite custodial staff throughout your event. If a DJ is planned, please have the DJ use their sound system. Food service will need to be contracted from a licensed caterer. Refer to policy below for details.

Food Service/Catering Policy:

LCAP, Inc. allows open catering to all licensed caterers. Our "preferred caterer" is Creative Catering located in Hebron, Oh. Our "preferred caterer" is familiar with our facility and our policies and provide excellent services. In addition, Creative Catering has provided required documents which are retained on file at LCAP, Inc. All caterers must provide a current copy of their Ohio Food Service Operation License as well as proof of liability insurance. Creative Catering is charged 18% of their client billing for use of the facility . All other licensed caterers will be charged 20% of their client billing. Caterers may choose to charge an additional fee to their client to cover this charge.

Arrangement for all catering details are to be made directly between the Client and the caterer. Alcoholic beverages are allowed in Heritage Hall, but must be supplied in compliance with Heritage Hall/LCAP, Inc's Alcohol Policy. Cancellations regarding catering and food service are to be handled directly with the caterer.

Hairnets must be worn in the kitchen at all times. Caterers and the Client will be responsible for removing leftover food, alcohol and personal belongings at the conclusion of the event. Damage to any of our equipment and/or missing items from the kitchen area will

result in an appropriate fee to be determined by LCAP, Inc. staff. This additional fee will be deducted from the client's security deposit. LCAP, Inc. notes the client may choose to seek reimbursement of this fee from the caterer depending on the circumstances. LCAP, Inc. is not liable for any injuries incurred while using the kitchen.

Deliveries/Storage

All deliveries prior to the time of the event will need to be scheduled in advance with the Heritage Hall Events Coordinator due to lack of storage and liability concerns. LCAP, Inc. cannot assume any responsibility for items left by the caterer, rental company, or client.

Conduct/Damages

The orderly behavior of attendees is the responsibility of the client in charge of the function according to full compliance with the rules and regulations. The client in charge assumes full responsibility of attendees and any hired entertainment.

Visiting groups will be responsible for restitution of all damages to Heritage Hall inflicted by their group. Both willful and accidental damages will be accessed and brought to the attention of the Heritage Hall Events Coordinator. The Events Coordinator will report information about the damage to the client as soon as possible as well as repair/replacement costs.

Facility/Cancellation Policy

The client must notify the Heritage Hall Events Coordinator in writing or by email if it becomes necessary to cancel a reservation. The following timeline and cancellation fees will apply:

<u>Cancellation Policy/Cancellation Fee</u>	<u>Percentage of Contract Total</u>
61-90 days prior to event	20%
31-60 days prior to event	30%
16-30 days prior to event	40%
7-15 days prior to event	50%
6-0 days prior to event	100%

Smoking Policy

Heritage Hall is a non-smoking facility. However, smoking is allowed in an outside, designated area on the northeast side of the building only. A smoker's post is available.

ADA Accessibility

Heritage Hall is ADA compliant. Every effort will be made to accommodate accessibility needs.

Closure of Premises / Weather Related Closures/Unforeseen Circumstances:

In the event of impossibility of performance due to accidents, Acts of God including, but not limited to, extreme weather and tornadoes, government regulation, civil disorder, curtailment or other emergencies that make it illegal, impossible or extremely ill-advised to provide Heritage Hall facilities, this Contract will be terminated and LCAP, Inc. will refund any monies paid less expenses incurred.

In the event of weather related closures in the area that do not make the performance illegal,

impossible, or extremely ill-advised, upon the wishes of the client, the planned event will be held as scheduled.

If the event must be postponed by the Client due to an emergency, the event may be rescheduled without penalty on a space available basis. In such case:

- Damage/Security deposit will be transferred to the new booking
- Cancellations of postponed or rescheduled event will be subject to cancellation policy
- Heritage Hall/LCAP, Inc. is not liable for any costs incurred by the client as a result of postponement, rescheduling, or cancellation

Date of event: _____ **Room Rental Fee:** _____ **date paid:** _____

Event Type: _____ **Security Deposit:** _____ **date paid:** _____

Event Time: _____ **Additional rental charges:** _____

Desired Room(s): _____ **Caterer:** _____

Approx. # of guests: _____ **Serving alcohol?** Y N

Notes regarding setup: _____

By signing below, I/we acknowledge that I/we have read the Agreement in it's entirety, and that I/we agree and understand this agreement and the policies it contains. I/we agree that all person(s) named herein is/are personally liable to pay for all goods and services described in this Agreement; and I/we acknowledges that he/she has full authority to bind any and all principals named herein.

Client Signature: _____ **Client Signature:** _____

Print Name: _____ **Print Name:** _____

Address: _____ **Address:** _____

Date: _____ **Date:** _____

Contact phone: _____

Contact email: _____