

Lake Cumberland Farmers Market Rental Agreement

This Venue Rental Agreement with Addendum A "Terms and Conditions" (hereinafter "Agreement"), executed by the undersigned parties on the ____ day of _____, 2022, constitutes an agreement for the rental and use of property managed by Joy Carroll, Lake Cumberland Farmers Market Manager. Regarding the terms and conditions of use, the undersigned parties agree as follows:

1. **PARTIES.** The parties to this Agreement include the following:

Manager: Joy Carroll
Address: 401 East Mt. Vernon Street, Somerset, KY 42501
Phone: (606) 872-3133
Email: jcarroll@cityofsomerset.com ***

2. Renter: _____

Address: _____

City/State/Zip: _____

Phone: _____ Alt Phone: _____ Cell: _____

Email: _____

Other Renter: _____

Address: _____

City/State/Zip: _____

Phone: _____ Alt Phone _____ Cell: _____

Email: _____

The above renters shall be referred to collectively hereinafter as Renter (s). Each of the renters are jointly and severally responsible for the obligations contained in this Agreement

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2. GENERAL RENTAL INFORMATION.

- a. Date of Event: _ _ _ _ _
- b. Type of Event: _ _ _ _ _
- c. Name of Event: _ _ _ _ _
- d. Rental Items desired: _ _ _ _ _
(additional fee will apply unless otherwise noted)
- e. Number of Guests attending: _ _ _ _ _
- f. Set-Up Start Time _ _ _ Event Start Time _____ Event End time _____

3. Number of tables and chairs needed :

4. ITEMS EXCLUDED FROM RENTAL:

5. RENTAL RATES AND FEES. The Renter(s) agree to pay the following rental rates and fees:

- a. Venue Rental Rate.** The Renter(s) agree to reserve the **Lake Cumberland Farmers Market** at the rate of \$ 50.00 an hour up to 4 hours
250 for 4-5 hours
450 for over 6 hours
All renters will be charged a 25 dollar cleaning fee on top of rates.

- b. Deposit.** A reservation deposit is required in advance to successfully reserve the venue. The reservation deposit is 50% of the rental rate and is non-refundable if event is not cancelled 30 days prior to event date.

c. Total Amount Due \$ _ _ _ _ _

d. Reservation Deposit (50% of Rental Rate) \$ _ _ _ _ _

e. Balance Due (not including tax) \$ _ _ _ _ _

- f. Cleaning & Repair Fees.** Additional charges may be made for actual or estimated repair or cleaning cost to restore venue , grounds, equipment , or other property to the same condition prior to Renter(s) use of the venue and property. Renter agrees to pay for all cost caused by damage associated with Renters use of the facility.

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- 6. PAYMENTS.** All payments due herein shall be made using check or money order. Personal checks shall be made payable to Lake Cumberland Farmers Market at 401 East Mt. Vernon Street, Somerset, KY 42501. Any personal check for insufficient Funds is subject to a \$30.00 returned check fee. Total contract fess must be paid 30 days prior to Event Date.
- 7. TERMS AND CONDITIONS.** The "Terms and Conditions" as attached hereto as Exhibit A are incorporated herein to include additional terms and conditions to this Agreement.
- 8. SEVERABILITY.** In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid , illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.
- 9. MODIFICATION.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.
- 10. OPPORTUNITY TO REVIEW.** By executing this Agreement, the undersigned parties warrant and represent they have had an opportunity to review , including being presented with a copy of Exhibit, A "Terms and Conditions," and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.
- 11. CANCELLATIONS.** All cancellations must be made at least fourteen (30) calendar days prior to the Event Date in Section 2 hereinabove. Renter(s) is responsible for payment in full if event is cancelled within 14 days or less of the Event Set-Up date as provided in Section 2 hereinabove. Renter(s) recognize that the foregoing cancellation policy is not intended to be punitive , but reflect Lake Cumberland Farmers Market foregoing actual or potential business opportunities in reserving the venue for Renter(s) and diminished ability to rent the venue within 14 days or less prior to an event date.

Lake Cumberland Farmer's Market Rental Agreement

12. INDEMNITY. The undersigned is 21 years of age or older and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the City of Somerset for the use and care of the facility. The undersigned does hereby further covenant and agree to defend, indemnify, and hold harmless the City of Somerset, it's elected officials, officers, and employees from and against any and all liability, loss, damages , claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage , to the extent permissible by law , arising out of or in connection with the actual or proposed use of the City of Somerset' s property, facilities , and/or services.

IN WITNESS WHEREOF, the parties hereto , intending to be legally bound, have causes this Agreement along with the attached Terms and Conditions to be duly executed as of the day and year first hereinabove written .

LAKE CUMBERLAND FARMERS MARKET REPRESENTATIVE:

Signature: _____ Date: _____

Print: _ _ _ _ _

FOR RENTERS:

Signature: _ _ _ _ _ Date: _____

Print:

And/or Signature: _ _ _ _ _ Date: _____

Print: _ _ _ _ _