

# Preservation Station Market and Event Center

## Event Space Rental Contract

Preservation Station is happy to be able to offer event space for use by interested parties as long all conditions in this contract are met.

Event Space rental rates are as follows:

All Day	Cleaning Fee	Occupancy
\$2500	\$200	400

Rental requires a date rental/security/damage deposit of \$400.

### Preservation Station Policies and Regulations

#### Rental Fee

- All balances must be made payable to Preservation Station Market and Event Center 30 days prior to event.
- The \$400 security deposit along with the signed agreements is required to reserve the date and space.
- All \$400 is refundable if there is not damage and the event takes place.
- Only \$200 is refunded if the event is cancelled.
- Half of the \$2500 rental fee is due 90 days before the event. The remaining balance of \$2500 rental fee and \$200 cleaning fee is due thirty days prior to event.
- All day rental is from 10 AM to 11:59 PM the day of the event and includes set up the day prior to the event from 10 AM to 5 PM. Renters requiring rental past midnight will be charged \$100 per hour.
- Payment may be made by cash, check, or major credit card. There is a 3% charge on credit card transactions.
- No terms are implied or granted, and no work will be allowed to commence until full payment is received.

#### Security Deposit

- A security deposit is required and due upon booking. Please note that this security deposit is separate from the rental down payment to secure the date and space.
- The security deposit will be refunded within three weeks following the rental period provided the premises are maintained and left in the same condition as when rented, and satisfactory to the Preservation Station Management. However, if any cleaning or repairs deemed necessary beyond normal use (i.e. paint damage and floor gouges) will be charged and deducted from the security deposit.
- A caterer, if used, must clean the premises by midnight of the event, leaving it in the same condition and working order as at the start of the event. Caterers must remove all trash, composting and recyclables from the site. Failure to remove or clean will result in additional fees.
- If the building or any part of the building is damaged during the event, renter must be solely responsible for such damage.

#### Insurance and Liability

- Some events require special event insurance or Host Liquor Liability Insurance for renters and caterers. Established catering services may use their license and insurance to cover this. This insurance, at the renter's sole expense, must provide and maintain public liability and personal property damage insurance, insuring Preservation Station and its employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury, and other loss arising out of renter's use and the occupancy of the premises, or any other occupant on the premises and sidewalks.

- The insurance required hereunder shall have a single limit liability of not less than \$1 Million and general aggregate liability of not less than \$2 Million. **Preservation Station and West Louisville Preservation Hall shall be named as an additional insured of said policy.**
- **If alcohol is to be served, your policy must include Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests.**
- **Any caterers and/or outside vendors, companies, and/or institutions (including bartenders and constables) MUST provide a copy of their Certificate of Insurance and Catering License to Preservation Station/West Louisville Preservation Hall at least two weeks prior to the event.**

### **Liability**

Renter agrees to indemnify, defend, and hold harmless Preservation Station (West Louisville Preservation Hall), its officers, employees, and agents harmless of and from any liabilities costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at Preservation Station/West Louisville Preservation Hall.

In the event Preservation Station/West Louisville Preservation Hall, its officers, employees, and/or agents are required to file any action in court in order to enforce any provisions of this agreement, Renter agrees to pay West Louisville Preservation Hall, its officers, its employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Preservation Station/West Louisville Preservation Hall, including all collection expenses and interest due.

### **Capacity**

Renter understands that the maximum standing capacity of the gymnasium is 400 people and will not exceed this limit.

### **Site Decoration**

Preservation Station/West Louisville Preservation Hall wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow Renter to prepare decorations reflecting their creative requirements. We ask that only the staff rearrange any furnishings, including artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items should be used on our walls or fine wood. Any tape or gummed backing materials must be properly removed and any wall damage will be deducted from the deposit. No glitter or foil confetti is allowed on site.

**Renters may decorate site the day before during regular business hours of 10 AM to 5 PM. After 5 PM, there is a \$50 per hour fee.**

### **Conduct**

There is absolutely no drug use or smoking of any kind tolerated inside the premises. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Preservation Station/West Louisville Preservation Hall shall be grounds for immediate expulsion from the premises and conclusion of the rental period. All beverages and foods must remain inside the event space. In such cases, NO refund of the rental fee or security deposit will be made.

### **Noise**

Renter acknowledges that the premises are located near residential units and therefore agrees to control the noise level at the event such that it not disturb neighboring occupants. In the event that renter's event creates a disturbance due to high noise volume, renter shall immediately reduce the volume. If repeated disturbances are created, at the discretion of Preservation Station/West Louisville Preservation Hall, renter may be expelled from the site or the offending noise will be ended. All music must stop by 11 PM, unless special arrangements are made or extra fees are

paid. In the event of disturbances to the point of expulsion, no portion of the rental fee or security deposit will be returned to the renter.

Note: Music must end by 11:30 PM.

### **Lost and Found**

Preservation Station/West Louisville Preservation Hall take no responsibility for personal possessions left on the premises during or after the event. We do, however, maintain a lost and found and will hold recovered items up to 60 days. Every attempt will be made to return any recovered item to its rightful owner.

### **Cancellation**

- Cancelled 30 days or more prior to the event: 100% of rental payment and \$200 of security deposit will be refunded.
- Cancelled less than 30 days prior to the event: NO RENTAL PAYMENT OR SECURITY DEPOSIT WILL BE REFUNDED.

### **Catering, Cleaning, Trash, and Equipment Removal**

Preservation Station will be in clean condition prior to your event. By midnight, you are required to return the space to the same condition in which it was found. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as we are not properly ventilated.

All outside rental equipment must be removed by noon on the following day.

### **City, County, State, and Federal Laws**

Renter agrees to comply with all City, County, State, and federal laws and shall conduct no illegal act on the premises. This is a drug-free and non-smoking facility at all times, NO EXCEPTIONS. Renters shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Preservation Station/West Louisville Preservation Hall reserves the right, in its exclusive discretion, to expel anyone who in its judgement is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Preservation Station or the safety of its staff, guests or building contents.

### **Entry and Exit**

Renter agrees that Preservation Station/West Louisville Preservation Hall staff may enter and exit premises during the course of the event. A representative will be on-site during your entire event and will be checking with all responsible parties to insure everything is working smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and be available for questions or to respond to needs or issues that may arise at any time.

### **Promotions and Copyright**

It is important to us that you have a fantastic and successful event. Should Preservation Station/West Louisville Preservation Hall be engaged in the promotion of or co-production of your event, it is imperative that we see and approve all marketing messages and communications.

We are happy to provide professionally created images of our space for promotional materials.

## Event Space Rental Agreement and Contract

### INFORMATION

Event Date: \_\_\_\_\_ Set-Up Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Single Event or Multiple Days/Nights: \_\_\_\_\_

Client(s)/Corporation: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

For use on the event date and time stated above, the rental fee of \_\_\_\_\_ is due on the schedule below.

Cash, check, or major credit card is accepted. (ALL PAYMENTS MADE TO WEST LOUISVILLE PRESERVATION HALL LLC).

Security/Damage Deposit	DUE DATE _____	AMOUNT _____	METHOD _____
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½ Rental Payment	DUE DATE _____	AMOUNT _____	METHOD _____
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½ Rental Payment	DUE DATE _____	AMOUNT _____	METHOD _____
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Additional Rentals	DUE DATE _____	AMOUNT _____	METHOD _____
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Cleaning Fee	DUE DATE _____	AMOUNT _____	METHOD _____
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Event Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_

Must have constable & licensed bartender if alcohol is served.

Other billable fees or requested services or expenses or staff costs will be quoted and detailed on separate invoices, as costs are determined or necessary. All expenses will be estimated and approved prior to being incurred.

No refunds will be paid 30 days prior to an event, as your agreement to rent Preservation Station on this date may cause the loss of additional bookings or business. In addition, expenses incurred such as rentals or purchases necessary to produce your event may not be refunded, or may not be refunded in full if costs have been incurred toward that obligation. We accept Visa, Mastercard, American Express and Discover credit cards, but charge a 5% processing fee that is charged to us by those companies. Any refunds that are issued will be returned less a 5% handling fee.

All balances must be made payable to WEST LOUISVILLE PRESERVATION HALL 30 days in advance of the event. If the balance has not been paid by the commencement of the event, Preservation Station/WEST LOUISVILLE PRESERVATION HALL has the right to cancel your event.

A SIGNED AGREEMENT AND DOWN PAYMENT MUST BE RECEIVED TO RESERVE YOUR DATE AND TIMES.

Acknowledged, Agreed, and Authorized by Primary Contact/Renter	Date
_____	_____

Acknowledged, Agreed, and Authorized by Primary Contact/Renter	Date
_____	_____