

**THE HERITAGE HILLS THEATER**  
**RENTAL AGREEMENT**

*This binding contract must be read its entirety before signing*

This rental agreement made and entered into on \_\_\_\_\_ (Date) by and between the London-Laurel County Tourism Commission (hereinafter referred to as LLTC) and \_\_\_\_\_ (Lessee) for rental of facilities located at 472 Falls Street, London Ky 40741.

***BUILDING / PROPERTY USAGE SCHEDULE AND INFORMATION***

Reservation date(s) _____	Contact person _____
Time _____	Contact person phone number _____
Activity intended _____	Contact person email _____
Estimated number of guests _____	Contact person address _____
	_____

**Total due to reserve (excluding security deposit) \$ \_\_\_\_\_**

Initial amount paid to reserve \$ \_\_\_\_\_ cash \_\_\_\_\_ check # \_\_\_\_\_ Date \_\_\_\_\_ LLTC initials \_\_\_\_\_

Balance amount paid \$ \_\_\_\_\_ cash \_\_\_\_\_ check # \_\_\_\_\_ Date \_\_\_\_\_ LLTC initials \_\_\_\_\_

Security deposit paid \$ \_\_\_\_\_ cash \_\_\_\_\_ check # \_\_\_\_\_ Date \_\_\_\_\_ LLTC initials \_\_\_\_\_

Security deposit amount refunded \$ \_\_\_\_\_ Refund given to \_\_\_\_\_ (sign) Date \_\_\_\_\_

Signature of LLTC agent \_\_\_\_\_

Signature of acceptance of contract \_\_\_\_\_

## PAYMENT TERMS

- The Lessee agrees to pay LLTC in consideration for the rental of said facilities the sum agreed on in addition to any other sums to be paid to LLTC pursuant to subsequent sections of the Agreement. One half of the rental amount is required upon execution of this document to serve as confirmation of the booking with remainder of indebtedness due on or before keys are picked up.
- A refundable security deposit of \$250 will be charged when renting the Theater. All areas will be inspected following the event. All or part of the security deposit may be retained if problems are found. Lessee must contact the LLTC office on the next business day regarding the issue.
- Any damage to LLTC property above what the security deposit will cover will be the responsibility of the lessee. The lessee is defined for the purpose of this document as the person who signs the rental contract.
- Any unusual items used in the facility must be pre-approved by LLTC.
- There is a \$35 charge if we receive a returned NSF check. Also the contract will be voided immediately and the saved date opened for other reservations till all charges are paid in full with cash or certified check.
- ABSOLUTELY NO HAY OR STRAW OF ANY FORM WILL BE ALLOWED INSIDE

## SERVICES PROVIDED

- Heat, air conditioning, water and electricity from existing systems unless incidences are beyond control of LLTC.
- Custodial service: delivery of clean premises prior to occupancy.
- Removal of excessive waste material, inside or out, is not provided and subject to an additional charge.
- Lessee shall have all Lessee or Lessee's exhibitor service contractors approved by LLTC. Lessee shall not collect or cause to be collected, or announce the collection of any money or goods on the premises without written permission of LLTC.
- To turn on the outside lighting, there is a green button located near the security pad. The lighting is on a short delay when turned on and will turn its self off automatically.

## INSURANCE INDEMNITY

Lessee agrees to assume, defend at all times, indemnify, protect, save and hold harmless, LLTC against claims or demands arising or resulting from the use by Lessee of the premises, including without limitation the claims of any employee of Lessee or of any person attending the event for which the premises have been leased, and the claims of any other person for damages for bodily injury, or death, and claims for damages to the property which is sustained in or on the leased premises.

## CANCELLATION AND REFUND POLICY

Should Lessee desire to cancel this agreement, a thirty (30) day notice is required for refund of rental deposit and security deposit minus a \$25.00 handling fee that will be retained. There will be no cash refunds. All refunds will be in the form of a check and could take up to two weeks to process. If a refund is not received within four weeks, call the LLTC office at 606-878-6900. This agreement may also be terminated by LLTC for any unforeseen reasons with 100% of funds paid back to Lessee.

## RULES AND REGULATIONS

**Capacity and exits:** Lessee hereby agrees that it will not sell or permit to be sold tickets in excess of seating capacity of 200 seated theater style or 80 approx banquet style. Further no portion of any exits shall be blocked in any manner whatsoever and no exit door shall be locked while the facility is in use.

**Hazardous materials:** Lessee agrees not to bring onto the leased premises any material, substances, equipment or object which is likely to endanger lives on the premises or is likely to constitute a hazard to the property.

**Defacement of facility:** Lessee specifically agrees not to nail, staple, screw or tape anything to the premises except in areas expressly provided for such use and shall be responsible for any and all damages to the premises caused by the acts of the Lessee or Lessee's agents, employees or guests.

**Alterations:** Lessee agrees to accept the leased premises "as is" without any obligation on the LLTC to alter or make any changes in any of its physical facilities, including existing tables and chairs. If changes are made by lessee, they will be obligated to return items to their original location.

**Control of facility:** In using the premises mentioned, LLTC does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of same. Duly authorized representatives of LLTC may enter the premises at any time and on any occasion without restrictions whatsoever. LLTC at reasonable discretion may suspend any activity that endangers life, causes injury, threatens public health and safety or violates any laws.

**Property of Lessee:** Upon the expiration of the Agreement, Lessee agrees to remove from the premises all property of whatever nature brought thereon by Lessee or any of its agents, employees or guests and that LLTC shall in no way be responsible for property not so removed. Lessee agrees that all of its property and the property of others brought on the premises shall be at the risk of the Lessee and that LLTC is not liable for any loss or damage to any such property.

**Sublet:** Lessee shall not assign the agreement nor suffer any use of the premises other than herein specified nor sublet the premises or any part thereof without the written consent of LLTC.

**Licenses, Permits and Taxes:** Lessee agrees to collect where required by law and to pay and deliver over to the proper government agency any licenses, fees, permits and taxes required to be issued or paid in connection with the Lessee's use of said premises.

**Termination:** Should LLTC be destroyed by fire or any other element or act of God and be made impractical for use, LLTC at its discretion may terminate this agreement. LLTC would then refund to the Lessee any deposit paid by Lessee. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise of such termination.

**Default:** Notwithstanding any other provision in the Agreement, if Lessee violates any of the terms or conditions, such violations shall word as forfeiture of all monies previously paid to LLTC, the same to be treated as liquidated damages and no portion thereof shall be returned to Lessee. LLTC shall have in addition the right in the event of such violation to terminate this agreement if it elects to do so.

## BUILDING USE POLICIES

- Smoking is not permitted anywhere in the building. Lessee will be responsible for enforcing the non-smoking policy with the building. Smoking is permitted 25 feet outside the entrances of the building per the City of London Law.
- Candles must be enclosed in a glass shade or votive container.
- No items (decoration, posters, flip chart paper, etc.) may be affixed to any wall, ceiling or light fixture with tape, nails, tacks, screws or any type of adhesive. Post-it flip chart paper is permitted on walls if pre-arranged with the LLTC.
- No staples or tape are to be used on the tables.
- No table confetti, glitter, sprinkles, "silly string", rice, birdseed, flower petals or bubbles may be used inside of the facility.
- No camping is permitted on the premises.
- Lessee's use of the premises should not be a nuisance nor disrupt or cause interference with any other uses of other areas of the property or its neighbors.
- When renting the theater building all Lessee decoration must be done on the day of the scheduled event. When renting both buildings, Lessee decorating may be done the day before the scheduled event if possible. If additional decorating time is needed arrangements must be made in advance and the extra decorating time will cost \$50 per hour in addition to the rental amount. Extra decorating time will be based on availability of the space.
- Overflow parking is permitted to park at the vacant white and gray house properties adjoining the banquet hall property which also belongs to the London-Laurel Tourism Commission.

# RENTAL PRICE GUIDE

Rates for groups up to 200 seated theater style or 80 banquet style seating

## THEATER AT HERITAGE HILLS

Includes theater, dressing room and receiving area inside the entrance

### Public & Business

Weekends (Friday – Sunday) 6 hours \$300

Weekdays (Monday – Thursday) 6 hours \$200

Additional day for decorating \$200

Additional \$50 per hour

Additional day for decorating \$200

Additional \$50 per hour

### Non Profit Organization

Weekends (Friday – Sunday) 6 hours \$250

Weekdays (Monday – Thursday) 6 hours \$150

Additional day for decorating \$100

Additional \$25 per hour

Additional day for decorating \$100

Additional \$25 per hour

## THEATER AND BANQUET HALL RENTAL

### Public & Business

Weekends (Friday – Sunday) 6 hours \$750 (regular price \$1000)

Weekend Extended hours option 1: \$1000 (regular price \$1250)

Weekend Extended hours option 2: \$1200 (regular price \$1500)