Rental Application and Lease Agreement

Use of State-owned Facilities and Grounds is managed by the Finance and Administration Cabinet, Division of Historic Properties. In order to preserve the state facilities and grounds, rules for their use must be observed. Please read this document carefully. Signing this lease agreement means you agree to abide by these rules. If you have any questions, please contact the Division of Historic Properties at <u>eventscheduling@ky.gov</u> or at 502-564-3000. Strict enforcement of these rules will help preserve state facilities and grounds.

SPACE LIMITATIONS – RENTAL FEES - EQUIPMENT AVAILABILITY

NOTE: Rental fees do not include any equipment rental costs

***** Room reservations can be made no more than 365 days in advance.

Space Available	Room Capacity	Food/Drink Permitted?	Rental Charge (all day)	Rental Charge (½ day)	Hours Available

EQUIPMENT RENTAL COST (per *booking date)

* A booking date constitutes any part of the day.

Laptop/	Podium w/	Monitor &	TV/DVD/VCR	Overhead/	Speakerphone	VCR	Video
Projector	microphone	HDMI cable	Combo	Slide			Conference
				Projector			Unit

Equipment is available on a "first-come, first-served" basis. Please request at least one week in advance. Conference phones are for local calls only. Long distance calls <u>must</u> be made via calling card or by using a toll free number. Note: Reservations made by military organizations are exempt from all charges/fees.

FACILITY TERMS AND GUIDELINES FOR RENTAL USE OF STATE FACILITIES

- Rental use shall not extend beyond the hours scheduled.
- Any adjustments made to rental use must be approved by the Division of Historic Properties in advance.

FACILITY TERMS AND GUIDELINES FOR USE OF THE BUILDING (cont.)

• Payment must be made prior to the meeting date via cashier's check, money order, or agency-issued check made payable to the Kentucky State Treasurer. Payments shall be forwarded to:

Event Scheduling Division of Historic Properties 401 Wapping Street Frankfort, KY 40601

- Please consult the Division of Historic Properties regarding any other payment arrangements.
- The Division of Historic Properties reserves the right to decide whether a prospective Lessee's event is appropriate to be held in its facility.
- Any person given access to Commonwealth Information Technology resources is considered an Authorized User and requires acceptance of the policies we have in force.
- The cost of any damage to state property or associated property/equipment incurred during its use will be billed to the Lessee.
- Twenty-four hour notice must be given in writing for a cancellation or the Lessee will be charged the regular meeting fee.
- Under no circumstances will the Lessee be allowed on the premises after hours without prior arrangement with the Conference Center supervisor. Only staff members of the Kentucky Transportation Cabinet Conference Center may provide access to the building or grounds after hours.
- Please follow all safety and emergency instructions provided by the on-site staff member(s).
- Guests should not park in spaces marked "Reserved." Handicap- accessible parking is available.
- If the leased space becomes untenable because of fire, lock-outs, power failure, natural disaster, riots, insurrection, war, or other reasons of a like nature, and is not the fault of either party, or other unavoidable casualty, this Lease shall terminate. If such termination occurs before the Lease begins, the Commonwealth will refund to the Lessee any deposit heretofore paid by the Lessee. In the event such termination occurs during the term of this Lease, the Lessee will pay to the Commonwealth a pro rata portion of the rent to that time; the Commonwealth will refund any part of the rent already paid by the Lessee which exceeds such amount. In the event of such termination, the Lessee hereby waives any claim for damages or compensation, which might arise out of such termination.

SMOKING

• Pursuant to Executive Order #2014-747, government buildings and properties are smoke-free.

ELECTRICAL SERVICE

• Electrical service on the property is may be limited. Please check with Conference Center staff prior to the event to insure that accommodations can be provided.

EQUIPMENT & TELEPHONE AVAILBILITY

• Easels, flip-chart stands and dry erase markers may be made available for use by meeting participants at no additional charge. No copy machine is available for use by meeting participants.

FOOD AND BEVERAGE

- Subject to the Department of Parks' standing right of first refusal to provide catering services for facility events, Lessee may select a caterer of choice, but only upon prior approval by the Commonwealth.
- **The Division of Historic Properties** may reserve the right to make limitations on food and drink that may be prepared or served in available spaces.
- ALL outside caterers will be required to have on file with the Division of Historic Properties current and
 appropriate documents pertaining to certification and licensing by a Kentucky county health department and
 any current business licenses issued by the City of Frankfort. Caterers must also provide proof of insurance
 listing the Finance and Administration Cabinet as an additional insured. <u>No Exceptions</u>. These documents
 must be presented **PRIOR** to the event taking place at the facility.
- Lessee or caterer will be responsible for cleaning all surfaces and disposing of trash from all food service and preparation areas before Lessee leaves the facility.
- A surcharge of up to \$100 may be required for each area of carpet soiled by food. The decision to impose this charge rests solely with the staff of the Division of Historic Properties.

DECORATIONS AND RENTED EQUIPMENT

- Posters/displays/decorations Nothing may be hung on the walls, furniture, windows, or doors using any type of tape, fastener or adhesive. Lessees may use flipchart stands or dry erase boards located in the room. Please consult Division of Historic Properties staff for safe alternatives.
- All decorations, floral arrangements, items rented from other entities, etc., must be removed from the premises immediately following the scheduled event <u>unless alternative arrangements have been made in writing prior</u> to the event.
- ALL externally-rented equipment (tables, chairs, linens, etc.) with Division of Historic Properties staff approval must be set up after 8:00 a.m. and be taken down by the Lessee (or agents contracted by the Lessee) before 3:00 p.m. on the same day that the facility is used, unless staff has granted written approval prior to the event.
- On-site staff will assist with the placement of rental equipment, but cannot load, unload, or set up rental equipment.
- Absolutely NO glitter or confetti may be used inside rented facilities. This includes the use of decorative confetti and loose potpourri on tables. Please consult with Division of Historic Properties staff regarding any questionable items, including candles.
- Only flameless candles are permitted.
- Please consult with Division of Historic Properties staff regarding any questionable items.

Please make arrangements to meet with a Division of Historic Properties staff member regarding your event well in advance so that we may be of assistance with any proposed set-up or arrangements, which may conflict with our guidelines.

Please make out-of-town guests and any other staff for your event or meeting aware of the guidelines for use of Commonwealth facilities. You must copy this document and give it to everyone who will be working with your event or meeting to ensure they understand our guidelines. Since you, the Lessee, are ultimately responsible for the actions of these agents, it is essential that you communicate the terms and guidelines of use of the facility to all attendants in order to assure a worry-free event.

Please sign and submit the attached lease agreement.

INDEMNIFICATION

The applicant/lessee agrees to indemnify, defend and save harmless the Commonwealth of Kentucky, its agencies, employees, and agents from all claims, demands, suits, actions, proceedings lost, cost and damages of every kind and description, including attorney's fees or other litigation expenses which may be asserted or made against or incurred by the Commonwealth of Kentucky, its agencies, employees, or agents, on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, mistake, negligence or other fault of applicant/lessee, its employees, agents, representatives, members, or contractors, their employees, agents, or representatives or guests of applicant in connection with or incident to the performance of this agreement, or arising out of applicant's use of the facility.

ACCEPTANCE

I request use of the described Commonwealth facilities based on the rules set forth above. I certify that I am an authorized representative of the person(s), firm, group, or organization applying for permission to use the facilities and authorized to enter into this Lease agreement.

Name of person r	esponsible:				
Lessee Company	or Agency:				
Address:					
Phone:	Fax:	E-mail:			
Space Requested:	:				
Date Requested:	He	ours Requested:			
Number Expected	d to Attend:	Title of Event			
Set-up Preference	e: (i.e. conference	, classroom, u-shape, holl	low square)		
0		(Dept. of Parks caterin for food service on page			
overhead	speakerphone	CR monitor/HDM video-conference un se provided equipmen	nit	podium w/microphone	
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When using computer labs, the leasing agency agrees to delete any software loaded for specific training. Special needs for software or program use will need prior approval from the Conference Center supervisor. Persons given access to Commonwealth Information Technology resources are considered Authorized Users and require acceptance of the policies we have in force.

Please fax, mail, or scan and email this signed agreement to Event Scheduling, Division of State Historic Properties, 401 Wapping Street, Frankfort, KY 40601. If you have any questions, please contact the Division at <u>eventscheduling@ky.gov</u> or at 502-564-3000. <u>Please let us know if you have special requests and/or ADA needs.</u>

SIGNATURE: ______ DATE_____

• Customer Notes: