



Event Rental Agreement Contract

Event date: _____ Set-Up Time: _____ Event Start Time: _____

Event End Time: _____

Number of guests: _____

Client(s): _____

Address: _____ City: _____

State: _____ Zip: _____

Contact: _____

Phone: _____

Email address: _____

*NOTE: Rental time is based on eleven and a half (11.5) hours, which is inclusive of set-up/tear down.

- A signed contract, plus a non-refundable, **date-hold deposit** in the amount of \$500 (per 11.5 hour rental time) must be received to reserve your date.
- The balance of your base \$4,000 rental fee (plus any additional fees) is due as detailed on page two of this contract.
- The property becomes available to you and your vendors at 12 noon the day of your event. Your event must end by 10:30 pm, with all guests and vendors off the property by 11:30 pm. Any extended hours will be approved in advance as addendum to the contract.
- Payments should be made to Castle Gardens, LLC. Only cash or checks are accepted.
- In the event the clients are forced to change the date of the event, efforts will be made by Castle Gardens staff to transfer reservations to a new date when available. If another date cannot be scheduled, the security deposit and all payments made to date will be refunded only if another event can be rebooked for the cancelled event date excluding the **date-hold deposit**.

Acknowledged, agreed and authorized by:

Primary contact/Client: _____

Date: _____

Castle Gardens LLC: _____

Date: _____





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CONDITIONS AND RESPONSIBILITIES OF CLIENT

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping Castle Gardens a well maintained and safe location for future use.

DEPOSIT/RENTAL FEES

A signed contract and **date-hold deposit** in the amount of \$500.00 (per each 11.5-hour rental period) must be received at the time of signing to reserve your date. The balance of your \$4,000 rental fee is due as follows:

- first payment of \$1,250 is due six (6) months prior to the event;
- second payment of \$1,250 is due three (3) months prior to the event;
- final payment of \$1,000 plus any fees associated with Carousel, Train and/or Super Slide rental detailed below, is due fourteen (14) days prior to the event.

Additional fees are as follows:

Carousel Rental – 2 hour minimum at \$500. Each additional hour thereafter is \$250.

Train Rental – 2 hour minimum at \$500. Each additional hour thereafter is \$250.

Super Slide (monitored by Castle Gardens staff) – 4 hour minimum at \$500. Each additional hour thereafter is \$100.

Extended Hours – Additional time for set up and tear down \$100 per hour.

INSURANCE

No later than ten (10) days prior to your event, any caterers and/or outside vendors, companies, and/or institutions providing services must provide a copy of their certificate of insurance and catering license to Castle Gardens, LLC, naming Castle Gardens LLC as a certificate holder. Any vendor providing alcohol must provide evidence of the necessary license required by the City of Lexington. In addition, the Clients are required to provide a one-day host liquor liability policy, which can typically be provided by the carrier of their homeowner's insurance

LIABILITY

Client agrees to indemnify, defend, and hold Castle Gardens, LLC, owners, 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 client, its employees, and agents of alcoholic beverages at Castle Gardens. In the event





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Castle Gardens, LLC, its owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, client agrees to pay Castle Gardens, LLC, its officers, owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Castle Gardens, LLC, including all collection expenses and interest due.

CATERING STANDARDS

Caterers must be pre-approved by the Castle Garden staff to ensure the proper paperwork is submitted.

Caters must leave Castle Gardens as it was prior to their arrival and dispose of all their garbage in the receptacles provided by Castle Gardens.

The caterer or another vendor must provide all serving items, including utensils, dishes and glassware.

All caterers working at Castle Gardens are required to have a valid certificate of insurance on file with us.

CAPACITY AND BUILDING ACCESS

Outdoor events may accommodate up to 250 guests. Outdoor use requires adherence to the following:

- Tents, tables, chairs, and linens are provided by the Clients.
- The Carousel Barn's north lawn is available for tent set-up. A map is provided in the wedding packet.
- Prior to placement of tents, arbors or other items that require penetration of the ground, approval must be given by the Castle Garden staff to insure the protection of the irrigation system. Clients who fail to follow this procedure will be responsible for any damage to the irrigation system or other integral system.
- Indoor events (in the Carousel Barn) may accommodate up to 150 guests. Tables and chairs for use in the Carousel Barn are available and will be arranged by Castle Gardens staff.





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Clients may use the Carousel Barn and its restrooms, regardless of whether event is indoor or outdoor.

Parking for all guests is provided. Entrance can be gained through the white gate at 1280 P.J. Keller Highway.

SITE DECORATION

Castle Gardens wants to make every event here a special and welcome experience. Therefore every effort will be made to allow client to prepare decorations reflecting their creative requirements. We ask that only the staff of Castle Gardens rearrange and move any furnishings, including, but not limited to, tables or seating. No tape, nails, screws, staples or penetrating items are to be used on our walls or floors. No glitter or foil (non-paper) confetti is allowed on site. Any damage will be charged after your event. Candles may not be lit, inside or outside. Only battery operated candles may be used. At your request we will provide magnets for use to hang any wall décor.

ENTRY AND EXIT

Client agrees that Castle Garden's staff may enter and exit premises during the course of the event. A Castle Gardens host/hostess will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the bathrooms, the overall premises, replenishing hand soap and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

CONDUCT AND SECURITY

There is absolutely no drug use or smoking of any kind tolerated on premises except in the Designated Smoking areas provided for your event. Ash trays for disposal of cigarettes will be provided. Alcohol may be served according to the State of Illinois and the City of Lexington regulations. As noted above, alcohol must be served by a licensed and insured vendor and may not be served to minors. Any alcohol vendor must sign an agreement with Castle Gardens, LLC stating they will not serve alcohol to anyone under twenty-one.

The Castle Gardens host/hostess will make periodic rounds to ensure the safety of your guests and to answer questions that may arise. The Clients will assign a contact for the host/hostess to call if the need arises. Officers within Lexington's Police Department may patrol the grounds periodically during the event as part of their normal duties.





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If the event host/hostess deems alcohol use is excessive, he/she has the authority to call Lexington Police at any time to assist in evicting inebriated guests from the premises.

LIVE MUSIC/DJs/NOISE

Castle Gardens encourages fun, music and lots of dancing! However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply as noted below. In the event that client 's event creates a disturbance due to high noise volume, Castle Gardens event host/hostess has full authority to ask the client, DJ or live music presenter to turn the entertainment down and/or off. In addition, officers within Lexington's Police Department may ask that loud music be turned down and/or off in compliance with Lexington's noise ordinances.

Relevant City of Lexington noise regulations include the following:

No loudspeakers or sound equipment audible beyond the licensed premises shall be used at any time.

Lex. Code, Ch. 167, § 25 (Noise Amplification)

It shall be unlawful to disturb the peace of the City of Lexington or the quiet of any private family or person therein, by loud or unusual noises, by blowing of horns or other instruments, or by the unnecessary blowing of steam whistles, or by the beating of drums, kettles, or other sounding vessels or instruments, or by the ringing of bells, or crying of goods, or by loud or boisterous laughing or singing, or by creating false alarms, as by crying "fire" or "police," or by violent or tumultuous carriage, or by shouting, cursing, quarreling, challenging to fight, or fighting, or by any disorderly conduct.

Lex. Code, Ch. 135, § 2 (Loud or Unusual Noises)

Public nuisance shall include . . . (8) [a]ny use of property, substances or things within the City emitting or causing any foul, offensive, noisome, nauseous, noxious, or disagreeable odors, effluvia or stenches extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the City.

Lex. Code, Ch. 118, § 8 (Public Nuisances, Defined)





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CANCELLATION

In the event the clients are forced to change the date of the event, efforts will be made by Castle Gardens staff to transfer reservations to a new date when available.

If another date cannot be scheduled, all payments made to date will be refunded only if another event can be rebooked for the cancelled event date, excluding the **date-hold deposit** which is non-refundable.

SET UP/TEAR DOWN

All set-ups and teardowns must take place within the designated timeframe given by Castle Gardens. Castle Gardens is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

CLEANING, TRASH AND EQUIPMENT REMOVAL

Castle Gardens will be in a clean condition prior to your event. Within one (1) hour following the event, (by 11:30 p.m.) you are required to return the space to the same clean condition in which it was found. Trash receptacles will be provided for client's use.

CITY, COUNTY, STATE AND FEDERAL LAWS

Client agrees to comply with all applicable 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, exceptions ONLY being for smoking in outdoor, Designated Smoking area. Client shall not sell alcohol on premises at any time. Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Castle Gardens reserves the right, in its exclusive discretion, to expel anyone who in its judgment 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 Castle Gardens or the safety of its staff, guests, or building contents.



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THEFT, LOST AND FOUND

Castle Gardens takes no responsibility for personal effects and possessions stolen and/or left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

PROMOTIONS AND COPYRIGHT

It is important to us that you have a fantastic and successful event. Should Castle Gardens be engaged in the promotion 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. We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents. Any questions about the space, its contents or about our upcoming events and the charities we support can be directed to your event host/hostess.

02/27/2017

