



BOYD COUNTY COMMUNITY CENTER

RENTAL AGREEMENT

THIS AGREEMENT (the agreement) made as of this the 5th day of March, 2019 is by and between BOYD COUNTY FISCAL COURT (the Lessor) and KEDC (the renter) and collectively, the Parties).

WHEREAS, Renter wishes to use the Boyd County Community Center for an event scheduled on April 17th 2019. (The Event)

In consider of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Rental.** Owner hereby grants to Renter a limited and revocable license (the License) to use the Boyd County Community Center (the Space) as set forth below.
2. **Event Date and Time.** The Event shall be held on April 17th 2019 (the Event Date). Renter shall have access to the space beginning on April 16th 2019 at 12 a.m. / p.m. and will have all decorations and supplies out of the Space by April 18th 2019.
3. **Rental Fees.** Renter shall pay to Lessor a total fee of \$ 250 (the "Rental Fee") for the use of the Space. **A damage deposit of \$200.00 is required on a separate check/cash and will not be deposited and will be returned to you if no damage is done to the building or contents.**
4. **Condition of Premises.** Lessor shall make sure that the Space conforms to the following specifications by the Event Date:

Aside from the specifications set forth above, the Space shall be provided as-is, and Lessor makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered, Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage.

5. **Independent Service Providers.** (Bands, Caterers, Photographers, and ALL other Independent Service Providers). Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs arising out of or in connection with any damage to any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents.



6. Right of Entry, Lessor shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space.

7. Identification, Renter hereby indemnifies and hold harmless Lessor, its employees, officer, directors and agents from any damages, actions, suits, claims or other arising out of or in connection with any damage to any property or any injury cause to any person (including death) caused by Renter's use of the space, including any acts or omissions on the part of Renter, Its employees, officers, directors, Independent contractors, or other agents. Renter shall notify Lessor of any damage of injury. Furthermore, Renter hereby indemnifies and holds harmless Lessor's landlord, its employees, officers, directors and agents from any damages, actions, suits, claims or other costs arising out of or in connection with any employees, directors, independent contractors or other agents.

8. Permitted use. Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Lessor's property void, or which may result in increased insurance premiums for Lessor with respect to the Space or any other Lessor's property.

***Renter may utilize any and all tables and chairs located at the Space and may also use a caterer of its own choosing. ALL SETUP IS DONE BY RENTER.**

9. Compliance with Laws. Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 8 in a lawful manner. Renter shall not use the Space in any manner that would violate local, State, or federal laws or regulations. Renter hereby indemnifies Lessor, its employees, officers, directors, or other agents for any damages, penalties, fines, suits actions or other costs arising out of or in connection with Renter's violations of any local, state or federal law, rule, regulation or ordinance related to Renter use of the Space.

10. Force majeure. In the event that Lessor is unable for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in the Agreement, the lessor shall refund to Renter the full amount of Rental Fee.

11. Termination. Renter may terminate the Agreement, without cause, at any time prior to the Event date, upon (5) days prior written notice to Lessor with a full refund of the Rental fee.

12. Assignment. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other party.



13. **Governing Law.** This Agreement and any amendments hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to Kentucky's conflicts of law rules and venue of any legal proceedings arising from this Agreement will lie solely and exclusively in the County of Boyd.

14. **Severability.** If any part of parts of this Agreement shall be held unenforceable for any reason, the remainder of this agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. **Notice.** Any notice required or otherwise pursuant to this Agreement shall be in writing and mailed, addressed as follow:

IF to Renter:

KEDC
904 Rose Rd
Ashland, KY 41102

IF to Owner:

Boyd County Fiscal Court
Po Box 423
Catlettsburg, KY 41129

16. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Lessor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, condition, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

KEDC

BY: _____

ITS: _____

DATE: _____

BOYD COUNTY FISCAL COURT

BY: Justin Pruitt

ITS: _____

DATE: 3/5/19