

# LEASE TERMS AND CONDITIONS

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**Rental hours:** Rental hours are based on a six (6) or nine (9) hour event package and inclusive of setup, event and take-down time, which will be established upon execution of a lease agreement. Additional hours, if needed or requested, are subject to additional fees. Additional hours may be purchased, if available, no later than two weeks prior to the event date and will be charged at the current LPTS rate of \$300.00 per hour, plus Kentucky Sales Tax (6%) and security fees. **No additional hours may be purchased on the day of the event.**

**Reservation Deposit:** Upon the execution of a Lease Agreement, Lessee shall pay to Louisville Seminary ("LPTS") a **NON-REFUNDABLE Reservation Deposit** equal to **35%** of the total Rental Fee required. **No reservations are held without a signed Lease Agreement and 35% non-refundable reservation deposit.**

**Rental Fee Balance, Damage Deposit, and Kentucky Sales Tax:** It is agreed the Lessee shall pay the balance of the Rental Fee, Damage Deposit in the amount of **\$300.00** and all Kentucky Sales Tax. Kentucky Sales Tax is imposed at the rate of **6%** on all rental fees. All fees are due in full no later than **120 days** prior to the event. Damage deposits are refundable within fourteen days after the event if no damages occur or excessive cleanup is not required. Tax exempt organizations must provide LPTS a copy of their Kentucky Sales Tax Exemption certificate upon execution of the lease agreement. Please note that a State and Federal income tax exemption is not the same as State sales tax exemption.

**Failure to Pay Rental Fee, Kentucky Sales Tax, and Damage Deposit:** In the event that the Lessee shall fail to pay the balance of the Rental Fee, Damage Deposit and Kentucky Sales Tax on or before the date payment is due, the reservation shall automatically be cancelled, and LPTS shall retain the 35% Reservation Deposit.

**Cancellation Policy:** The Lessee may cancel the reservation in writing 120 days in advance of the Event, and receive a 65% refund. If the Lessee cancels the reservation in writing less than 120 days in advance of the Event, LPTS shall refund the Security fee and Damage Deposit, but Lessee shall forfeit the full balance of the rental fee and all applicable tax, and/or any outstanding Rental Fee balances due to LPTS as outlined in the signed lease agreement. Please note, events scheduled at Gardencourt during the Kentucky Derby week are considered special events (see Special Events) and standard rental rates do not apply and cancellations are **non-refundable**.

**Catering Partners:** Gardencourt's Catering Partners consists of a variety of catering professionals who have been approved to provide food and beverage services on the campus of Louisville Seminary. These caterers were selected to best serve you based on their commitment to excellence in customer service and their ability to provide a wide variety of catering options and exceptional value. **Caterers are not permitted to drop off; they must remain on site for the duration of the event. All food and beverage brought into Gardencourt must be from a preferred caterer.**

Caterers, i.e. Kroger, Walmart and any pizza establishment not listed on the preferred list are not permitted to cater on premises or drop-off. Please note that a service fee is assessed to each caterer by LPTS, it is the caterer's responsibility to pay this fee, however you can expect it to be incorporated into your catering estimate.

**Alcoholic Beverages:** **No alcoholic beverages may be sold in the Facility. Only an approved LPTS preferred caterer may serve wine, beer, or distilled spirits in the Facility. Alcoholic beverage service is restricted to no longer than five hours for each event and all services of alcohol must end thirty (30) minutes prior to the end of the designated take-down period. Lessee shall not sell, give away, or deliver or cause or permit any caterer to sell, give away, or deliver any alcoholic beverages to any minor or any person actually or apparently under the influence of alcohol. Lessee shall comply with the requirements of KRS 244.080. LPTS RESERVES THE RIGHT TO CANCEL THE LEASE IMMEDIATELY UPON THE BREACH OF THESE TERMS. LPTS may cancel prior to or during an Event.**

LPTS will not be responsible for the receipt, storage, and or lost or misplaced beverage products. All beverage deliveries must occur on the Lessee's actual event date and during their designated setup hours as agreed upon and outlined in the lease agreement. No deliveries prior to the event date will be permitted. All alcoholic beverages will have to be removed from the premises by the Lessee or their designated representative immediately upon conclusion of the event.

**Decorations:** **Subject to the supervision and approval of LPTS, Lessee may decorate the Reserved Room(s), but without the use of nails, tacks, screws or other fasteners, tape or other adhesives on wood or plaster walls or surfaces and without defacing the premises. No decorations or other material may be attached to walls, windows, doorways, mirrors, and light fixtures, ceilings, building grounds or structures.** Ceiling draping decor (fabric, lighting) to be used in Gardencourt's Hundley Hall or on the exterior grounds, building structures or porches are exclusive to Social E-502-583-5007. All decor and or items brought into Gardencourt for the event must come in during the setup time and removed during the take-down time of the event.

**Lessee shall not permit explosive or highly inflammable substances to be brought onto the grounds or into the Facility. This includes the use of sparklers and sky lanterns/wish lanterns. Glitter, confetti, and rose petals are prohibited.**

**LPTS Access to Facility:** Lessee understands and agrees that LPTS shall be entitled to have its representative present at all times during the Event, and such representative shall have access to the entire Facility at all times.

**Smoking Policy:** Gardencourt is a smoke-free facility. Smoking is permissible outdoors.

**Service Personnel:** Lessee shall be responsible for obtaining catering, florists, musicians, ministers, photographers, parking attendants, security or other service personnel it desires.

**Security Personnel:** If the event is scheduled for an evening or weekend and/or involves the serving of wine, beer, or distilled spirits, Lessee agrees to provide security service for the Event at its sole expense. The security service shall be subject to the approval of LPTS, and shall protect LPTS property and assist the Lessee and the caterer in enforcing LPTS' alcoholic beverage and smoking policies.

**Setup/Takedown:** LPTS will supply tables and chairs to accommodate up to two hundred guests, which may be used **only indoors** and may be moved under the direct supervision of LPTS staff. **All table/chairs must be set up by the caterer according to the floor plan and returned to the storage location during the take-down time of the event.** Please note that a service fee may be assessed by the caterer for table/chair setup, however you can expect it to be incorporated into your catering estimate.

All deliveries, decorating, catering, takedown, clearing, and cleanup is the responsibility of the Lessee and must be completed within the allotted time set forth in the Lease agreement. The process by which the required equipment is loaded in (carts, dollies, electric cords, etc. and/or manpower) and setup within the venue and then removed again is solely the responsibility of the Lessee. It is the Lessee responsibility to make sure their vendors are completing the task they were contracted to do. **Any additional time and/or storage will be charged to the Lessee at LPTS' current rate and may be deducted from the Damage Deposit.**

**Special Events:** The city of Louisville plays host to many Kentucky Derby events each calendar year during the first week of May. Events scheduled at Gardencourt during this time frame are considered special events and standard rates **do not** apply and cancellations are **non-refundable**.

**Music & Dancing:** Dancing is permitted only in Hundley Hall. Dancing is **not** permitted on hardwood/marble floors, porches or outdoors. Music is **not** permitted outdoors with the exception of chamber music or non-amplified music for wedding ceremonies only.

**Rental Equipment:** All rental equipment used for indoor/outdoor purposes desired by the Lessee will be rented, installed, taken down and removed by the Lessee, under the direct supervision of LPTS staff. Rental equipment delivered prior to an event or stored after an event is the responsibility of the Lessee. Lessee agrees and acknowledges that LPTS does not accept responsibility for the safekeeping of equipment, supplies, written materials or other valuable items left by the Lessee. LPTS is not be responsible for damaged, lost, stolen, or misplaced equipment before, during, or after the Event. Rental equipment (including musical equipment and sound systems) may be installed, moved and removed only under the direct supervision of LPTS staff. Lessee is responsible for arranging to have all equipment removed from the premises upon conclusion the event.

**Tents** are permissible on the South Lawn or Rose Garden areas with prior approval by LPTS. All tents must be **free standing** (weighted down and not staked). Tents must be removed from the premises upon conclusion of the events unless prior arrangements have been made with LPTS. If approved by LPTS, rental equipment must be dismantled and relocated by the Lessee to a designated location for pickup within 24 hours after the Event.

**Cleanup and Damage Policy:** Lessee shall provide for clearing and cleaning of the Reserved Room(s) after the Event. If the Lessee fails to clear and clean immediately upon conclusion of the Event, LPTS may do so at the Lessee's expense, and deduct the cost from the Damage Deposit. LPTS may repair any damage caused by Lessee or occurring during Lessee's occupancy, at Lessee's expense, and deduct the cost from the Damage Deposit. Lessee shall reimburse LPTS upon demand for any damage to or destruction of the Facility, furniture, equipment, fixtures, grounds, landscaping, or any other property owned, used or operated by LPTS, caused by any act or omission of the Lessee's guests, invitees, licensees, permittees, employees, caterers, florists, decorators, musicians, security and parking personnel, or agents. If the cost of cleanup, repair and replacement exceeds the Damage Deposit, Lessee shall be liable for the balance, which shall be due and payable on demand, and shall bear interest at the rate of 1% per month.

**Parking:** Parking is allowed in any of two parking lots adjacent to Gardencourt. Parking on the grounds, landscaping, in the entry circle, roadway, sidewalk, or any fire lane, is prohibited. The Lessee is responsible for any damage to the grounds or landscaping caused by guests, invitees, licensees, permittees, employees, caterers, florists, decorators, photographers, musicians, security and parking personnel, or agents. The Lessee is required to provide directional parking if the anticipated guest attendance is 300 persons or more.

**Publicity:** LPTS reserves the right to approve in advance all forms of advertising or publicity when its name is used. The Lessee guarantees that the establishment of a partnership with, or co-sponsorship by, LPTS of any event will not be implied in any way unless the express permission of LPTS is included in this Lease Agreement. LPTS also reserves the right to review and approve in advance all advertising copy that bears its name.

**Concurrent Use:** Lessee understands and agrees that the Facility is customarily used by more than one party concurrently, and agrees to allow LPTS to exercise its sole discretion to moderate sound volume of the Event, whether consisting of live or recorded music, electronically amplified sound, or loud and obnoxious crowd noise. Lessee agrees to cooperate with the efforts of LPTS to control sound volume for the benefit of all renters of the Facility.

**Prohibited Activities:**

- No Smoking is permitted in the Facility.
- The number of persons in the Reserved Room(s) shall not exceed at any time the number of guests set forth in the Lease.
- Dancing is permitted only in Hundley Hall.
- The tossing of wedding rice, rose petals, confetti, and glitter or other materials is prohibited, except that birdseed only may be tossed at the departing couple in the forecourt and entry circle outside of the Facility.

- Candles must be glass enclosed; no open flame permitted.
- Lessee shall not permit its guests or permittees to cause damage to the Facility, furniture, equipment, grounds or landscaping.
- Driving and parking on the grounds, landscaping, in the entry circle, roadway, sidewalk, or any fire lane, is prohibited.
- Lessee shall not operate or permit the operation in the Facility of any machinery or equipment operated by electricity or other power without written approval of LPTS.
- Lessee shall not permit explosive, fireworks, or highly inflammable substances to be brought onto the grounds or into the Facility.
- Lessee shall not permit staked tents to be placed in the Rose Gardens, South Lawn, or on any of Gardencourt's grounds. All tents must be free standing (weighted down and not staked).

**Signage:** Directional signage, balloons, ribbons and etc. are strictly prohibited on Seminary property or its surrounding neighbor's property. Lessee agrees to cooperate with the efforts of LPTS to maintain the integrity and aesthetic quality of our facility and campus by not posting, nailing, screwing or otherwise attaching anything to columns, walls, floors, or other parts of the building, furniture or grounds. If Lessee fails to do so, a fee for removal and cleanup (\$100.00), plus applicable Sales Tax (6%) will be charged to the Lessee and will be deducted from the Damage Deposit.

**Laws and Regulations:** The Lessee shall comply with and abide by laws and regulations of the United States and the Commonwealth of Kentucky, the ordinances of the City of Louisville, and the regulations of the Alcohol and Beverage Control Commission, the Board of Health, and the Louisville Police and Fire Departments.

**Breach of Lease:** LPTS RESERVES THE RIGHT TO CANCEL THE LEASE IMMEDIATELY UPON THE BREACH OF ANY OF THE TERMS AND CONDITIONS of this Lease. LPTS may cancel prior to or during the Event. Upon cancellation for breach, Lessee shall forfeit the Damage Deposit, the Rental Fee, and all monies paid to LPTS.

**Impossibility:** This agreement is, however, subject to termination for cause without liability to LPTS, under the following circumstances. Should occurrence of conditions such as strikes, acts of God, civil disturbances, terrorism, disaster, or any other emergency of a comparable nature which are beyond the control of Louisville Seminary render the requested facilities inoperable, unavailable, or unsuitable for their intended purpose the Seminary will have no responsibility for providing alternative facilities, electricity, housing, or catering and will not be liable for any bodily injury, death, property damage, loss, or other services.

**Control and Responsibility:** None of the provisions of this Lease shall be construed as reserving to LPTS any right to exercise control over or direct the activities, business or operations of the Lessee in the conduct of the Event. It is understood and agreed that the entire control and direction of the Event shall be and remain with the Lessee, and neither the Lessee nor any other persons employed by him or her shall be deemed or considered employees or agents of LPTS.

**Force Majeure** If Louisville Seminary is prevented from performing under this Agreement because of an act of God, war, government regulations, disasters, pandemic, infectious disease outbreak, inclement weather, fire, loss of power, lock-out, strikes or threat of strikes over the meeting dates, riot or civil disorder, curtailment of transportation facilities, enactment, rule, order or act of government or governmental instrumentality provide the facilities or hold the Event (each, a "Force Majeure Event"), then such shall not be a breach of this Agreement. Notwithstanding the foregoing, the Agreement may be terminated for any one of the above reasons by written notice from Group to Louisville Seminary without a cancellation charge if the force majeure event occurs within seven (7) days of the Event and is incapable of being cured at least three (3) days in advance of the Event.

**Release From Liability and Indemnity:** **CAUTION!!! – READ BEFORE SIGNING-** Lessee shall protect, indemnify, hold harmless, and defend LPTS, its officers, directors, employees, agents, servants, and invitees, from and against all losses, claims, liabilities, and other expenses of litigation, because of bodily injury, death, and property damage, which occur, either directly or indirectly, in connection with the Event or Lessee's operations or by reason of any act or omission of Lessee or its guests, invitees, musicians, florists, decorators, parking personnel, employees or agents, regardless of whether or not such loss, claim, liability or expense is caused in whole or part by any party to be indemnified hereunder. Lessee further assumes the risk and releases LPTS, its officers, directors, employees, agents, servants, and invitees from any such claims, demands, injuries, damages and causes of action of any nature whatsoever arising out of or in connection with the Lessee's use of the facility, regardless of fault. Specifically, LPTS shall have no liability for any such losses, claims, liabilities, and other expenses of litigation, because of bodily injury, death, and property damage, which occur, either directly or indirectly, in connection with the Event or Lessee's operations or by reason of any act or omission of Lessee or its guests, invitees, musicians, florists, decorators, parking personnel, employees or agents. By signing the lease agreement, Lessee fully agrees to these terms, and Lessee promises and warrants that he/she fully understands the terms and accepts the terms freely, knowingly, and voluntarily.

**Waiver/Covenant Not to Sue:** **CAUTION!!! – READ BEFORE SIGNING -** Lessee fully waives, releases and discharges LPTS from all claims, damages, actions, causes of actions, and liability now existing or hereafter arising out of or in any manner connected with the Lessee's use of the Facility pursuant to this Lease. Lessee further agrees not to sue LPTS based upon liability now existing or hereafter arising out of or in any manner connected with the Lessee's use of the Facility pursuant to this Lease. This term should be read in conjunction with the foregoing Release From Liability and Indemnity Provision and should be construed as consistent with the terms and conditions stated therein.

**No Assignment; Sublease:** The Lessee may not assign or sublicense any space, or otherwise transfer its rights or obligations under the Agreement without Louisville Seminary's written consent. Nothing in the Agreement shall be construed to confer upon anyone other than the parties hereto and their permitted assigns any rights or remedies under the Agreement. The agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns