

GARDENCOURT

LEASE TERMS AND CONDITIONS

Rental hours: Rental hours will be established for setup, event, and takedown time upon execution of a lease agreement. 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 **\$100.00** per hour. **No additional hours may be purchased on the day of the event.**

Reservation Deposit: Upon the execution of this Lease, Lessee shall pay to Louisville Presbyterian Theological Seminary ("LPTS") a Reservation Deposit in the amount of 35% of the total Rental Fee to confirm the reservation of the Facility. **No reservations are held without a signed Lease Agreement and 35% reservation deposit.**

Rental Fee Balance and Damage Deposit: The Lessee shall pay the balance of the Rental Fee and a Damage Deposit in the amount of **\$300.00**, which is refundable within fourteen days after the event if no damages occur or excessive clean up is not required. All fees are due in full no later than **90 days** prior to the event.

Failure to Pay Rental Fee and Damage Deposit: In the event that the Lessee shall fail to pay the balance of the Rental Fee and the Damage Deposit 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 **90 days** in advance of the Event, and receive a full refund. If the Lessee cancels the reservation in writing less than 90 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/or any outstanding Rental Fee balances due to LPTS as outlined in the signed lease agreement.

Caterer: LPTS exclusive caterer reserves the right to cater all food served in the Facility.

Alcoholic Beverages: No alcoholic beverages may be sold in the Facility. Only the exclusive caterer may serve wine, beer, and distilled spirits in the Facility. Alcoholic beverage service is restricted to no longer than five hours for each event. 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 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 mirrors or light fixtures. **Candles must be enclosed by glass; there must be no open flame. Glitter, confetti, and rose petals are prohibited.** Lessee shall not permit explosives, fireworks, or highly flammable substances to be brought onto the grounds or into the Facility.

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, parking, 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 champagne, 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 moved only by the LPTS staff or under its direct supervision. The Lessee is responsible for renting all furniture for use outdoors. All deliveries, setup, decorating, catering, takedown, clearing, and cleanup must be completed within the allotted time set forth in the Lease agreement. Any additional time or any additional storage will be charged to the Lessee at LPTS' current rate and may be deducted from the Damage Deposit.

Music & Dancing: Dancing is permitted only in Hundley Hall and only if the Lessee rents a moveable dance floor. LPTS does have available for rent a moveable dance floor (15' x 18') and the costs is **\$275.00**. Larger sizes are available at additional costs. Dancing is not permitted on hardwood/marble floors or outdoors. Music is not permitted outdoors with the exception of chamber music or non-amplified music for wedding ceremonies only.

Rental Equipment: All outdoor rental equipment desired by the Lessee must be scheduled and rented through the LPTS exclusive caterer.

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 immediately following the event unless prior arrangements have been made with LPTS. Rental equipment delivered prior to an event or stored after an event is the responsibility of the Lessee. LPTS will not be responsible for damaged, lost or misplaced rental equipment. Rented 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 making arrangements to have all rental equipment setup and removed immediately following the event. If approved by LPTS, rental equipment may be moved 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 after 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 grass, or in the entry circle, roadway 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 200 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 and only if the Lessee rents a moveable dance floor.
- The tossing of wedding rice, rose petals, 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.
- Confetti, glitter and rose petals are prohibited.
- Lessee shall not permit its guests or permittees to cause damage to the Facility, furniture, equipment, grounds or landscaping.
- Driving and Parking on the grass, or in the quadrangle, roadway or in 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 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 it's surrounding neighbor's property. Lessee agrees to cooperate with the efforts of LPTS to maintain the integrity and aesthetic quality of our facility 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) 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.

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: The Lessee may not assign this Lease.