

# **Rental Policy & Agreement**

Revised - 02/14/2019

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### FACILITY RENTAL GUIDELINES FOR ROLLING HILLS COMMUNITY CHURCH - STATEMENT -

#### **Church Facility Use Policy**

Rolling Hills Community Church's (RHCC) facilities at all campuses have been provided by God through people's tithes and offerings. The church desires that its facilities be used for bringing glory to God and connecting people to Jesus Christ through worship, discipleship and service. Although the facilities are not generally open to the public, we make our facilities available to approved Non-Partners as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the gospel of Jesus Christ to our community.

However, facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, the church's constitution and bylaws and the Baptist Faith and Message. Nor may church facilities be used for activities that contradict, or are deemed inconsistent with, the church's faith or moral teachings. The Executive Pastor or the Leadership Team, will be the final decision-maker(s) concerning use of church facilities.

This policy is necessary for two important reasons. First, the church may not in good conscience materially cooperate in activities or beliefs that are contrary to its faith. Allowing its facilities to be used for purposes that contradict the church's beliefs would be material cooperation with that activity and would be a violation of the church's faith and religious practice (2 Cor. 6:14; 1 Thess. 5:22).

Second, it is very important that the church present a consistent message to the community and that the church staff and Partners conscientiously maintain that message as part of their witness to the gospel of Jesus Christ. Allowing facilities to be used by groups or persons who express beliefs or engage in practices contrary to the church's faith would have a severe, negative impact on the message that the church strives to promote. It could also cause confusion and scandal to church Partners and the community because they may reasonably perceive that by allowing use of our facilities, the church agrees with the beliefs or practices of the persons or groups using its facilities.

Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict the church's faith use any church facility. Nor may church facilities be used in any way that contradicts the church's faith. This policy applies to all church facilities at each campus, regardless of whether the facilities are connected to the church's corporate worship space.

#### **Approved Users and Priority of Use**

The Executive Pastor and/or church Leadership must approve all uses of church facilities. Generally, priority shall be given to church Partners, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the church. Church facilities and equipment will be made available to Non-Partners or outside groups meeting the following qualifications:

- 1. Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facilities are consistent with the church's faith and practice.
- The group or person seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by the church's rules of conduct for facility use, as stated below and as described in any additional instructions by church staff.

#### I affirm that:

- 1. I understand that the church does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the church's faith.
- To the best of my knowledge the purpose for which I am requesting use of church facilities will not contradict the church's faith, and I commit to promptly disclose any potential conflict of which I am aware or become aware to church staff.
- I am not aware of any beliefs that are professed by me or the organization I represent, and which is requesting use
  of the church's facilities that contradict the beliefs of the church. I agree to promptly disclose any potential conflicts
  in belief to church staff.
- 4. I understand that upon approval of my facilities use request, I will need to provide a security deposit in the amount requested, a certificate of insurance for at least \$1 million of coverage, and any other fees required by the church.
- I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the Executive Pastor's approval, which is conditioned in part on my agreement to the requirements in this document, a copy of which I have read and understood.
- 6. I understand that I will be responsible for any damages to the church facilities resulting from this proposed use of facilities.
- The church believes disputes are to be worked out between parties without recourse to the courts. See, generally, Matthew 18 and 1 Corinthians 6. Accordingly, users of the facility agree to attempt resolution of any disputes through Christian mediation.

Name_	ERIC S. STUCI	KEY	_ Signature 5. Stuckey
Date _	3-21-19		

#### **EVENT REQUEST GUIDELINES & PROCEDURES**

#### Guidelines

All event requests by Partners or Non-Partners must align with the stated mission, vision, and values of RHCC. Unless stated within the approved application, the requesting organization does not have exclusive rights to the entire building and other events may be occurring at the same time in other areas of the Church.

The facility of RHCC exists to sustain and grow the ministries of the church. The ministries of the church have priority in reserving space and time in the facility. If more than one request for facilities use is made for the same date, the order of priority is as follows:

- 1. Church programming, activities, events and ministries will always have first priority.
- 2. Church member requests, including weddings or funerals, will have second priority.

The philosophy of external or Non-Partner groups requesting the use of the RHCC facilities must be consistent with the stated mission, vision, and values of RHCC.

Non-church events will not be placed on the calendar more than six months in advance without the approval of the Senior Leadership Team. Weddings will not be placed on the calendar more than 12 months in advance without approval of the Senior Leadership Team.

#### **Rental Procedures**

- If the requested event date is available, our Special Events team will submit the request to the Leadership Team for review. Please note: this could take 5-7 business days.
- 2. The Leadership Team will review all rental requests at their weekly Monday morning meeting.
- 3. If the event is approved by Leadership, a brief call with the Special Events Coordinator will be set up to determine all the needs of the event from a A/V and Facility standpoint.
- 4. A quote and a Rental Agreement will be drafted.
- 5. Lessee will need to sign the RHCC Rental Agreement (see page 10) and a security deposit will be due to secure the date.
- 6. Any exception to these procedures must be approved by the Executive Pastor and/or the Leadership Team.
- 7. The Rolling Hills Community Church Outside Event Evaluation will need to be completed for all events with an attendance of over 100 persons by the Special Events Team no later than 10 business days post event. Once the form has been filled out, they will be turned in to the Special Events Coordinator and will be available to the church for evaluation of future events. (Contact the Special Events Department for a copy of the Rolling Hills Community Church Outside Event Evaluation Form.)

#### Time of Use

Normal Schedule: The facilities may be available for use on Monday-Friday from 8:00 a.m. until 9:00 p.m. and on Saturday from 8:00 a.m. to 8:00 p.m., Any facility requests for approved church holidays (listed below) must be approved by the Leadership Team and may result in surcharges for rooms and support services. If the facility is needed outside the normal schedule, arrangements must be made at time of booking, which will result in a surcharge for rooms and/or spaces used.

#### **Holidays**

New Year's Day (January 1)
Good Friday (Friday before Easter)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Week (December 25- December 31)

#### **Wedding Policies**

If you're interested in scheduling a wedding at RHCC, either the BRIDE or GROOM must be Partners and regular attenders of RHCC. Verification of regular attendance requires a signed letter from a Pastor at RHCC. You can get a copy of this letter from the Special Events Department.

For non-members, whose parents or grandparents are Partners of RHCC, special consideration will be made by the Leadership team.

For more information, to schedule a consultation, or to continue the process of scheduling a wedding, please contact the Special Events Coordinator, (615) 861 - 3663

#### **Funeral Policy**

- Funeral services will be provided to the members of RHCC and their immediate families. Exceptions to this rule will be made by the Leadership Team.
- Funeral scheduling is to be coordinated through the Special Events Coordinator at (615) 861 3663.
- A meeting with our Pastor of Groups and Connections will be set-up to determine desires of family.

#### **Instrument Usage Policy**

Musical instruments are not available on a regular basis to church members. However, in certain circumstances permission may be granted for use. The following guidelines apply to those certain circumstances in which permission is granted:

- Special Events Coordinator will request permission to utilize instruments from the Worship Arts Team
- The church does not provide a player for any instrument. It is the responsibility of the party using the equipment to contract separately for someone to play it.
- No flowers, ribbons, or decorations of any kind may be affixed in any way to ANY church-owned musical instruments.

RHCC reserves the right to refuse use of any instrument in the event of a schedule conflict. In addition, no instrument can be moved from the church building. Musical Instruments inside the building are not to be moved for any reason. If a move is required, only persons approved by the Worship Team are to be used.

#### **Lift Policy**

Only persons trained and approved by the Facilities Management Team are allowed to operate a RHCC provided lift.

#### **FEE SCHEDULE FOR PARTNERS**

RHCC offers use of its facilities to members provided the activities are in keeping with the church's mission statement. Occupancy fees cover room set-up and custodial services within normal limits. If additional custodial services are necessary, they will be charged on a cost recovery basis. These fees do not include: sound, lighting, graphics, musicians, security, or other personnel.

Location	Half Day	Whole Day
	(Up to 6 Hrs.)	(7-12 Hrs.)
Auditorium	\$875	\$1,750
Gallery	\$375	\$750
Gallery Conference Room	\$25/Hr. (3Hr minimum)	\$25/Hr. (3Hr minimum)
Backstage	\$75/Hr. (3Hr minimum)	\$75/Hr. (3Hr minimum)
Loft	\$30/Hr. (3Hr minimum)	\$30/Hr. (3Hr minimum)
Treehouse / Playground	\$50/Hr. (3Hr minimum)	\$50/Hr. (3Hr minimum)

#### FEE SCHEDULE FOR NON-PARTNERS

RHCC offers use of its facilities to non-members provided the activities are in keeping with the church's mission statement. Occupancy fees cover room set-up and custodial services within normal limits. If additional custodial services are necessary, they will be charged on a cost recovery basis. These fees do not include childcare, sound, lighting, graphics, musicians, security, or other personnel.

Location	Half Day	Whole Day
	(Up to 6 Hrs.)	(7-12 Hrs.)
Auditorium	\$1,750	\$3,500
Gallery	\$750	\$1,500
Gallery Conference Room	\$50/Hr. (3Hr minimum)	\$50/Hr. (3Hr minimum)
Backstage	\$150/Hr. (3Hr minimum)	\$150/Hr. (3Hr minimum)
Loft	\$60/Hr. (3Hr minimum)	\$60/Hr. (3Hr minimum)

We love our community and the organizations that work so hard to help the people who live here. We offer nonprofits a 20% discount on rentals (Non-Partner Fee Schedule).

## FEE SCHEDULE FOR ADDITIONAL SERVICES

Revised November 2018

Add On / Service	Price	Notes
PIPE & DRAPE	\$10/Section	
ROOM CONVERSION (AUDITORIUM)	\$500.00	This fee is applied if our Facilities Team has to move the chairs to a different set-up (normal is Auditorium seating) before an event. This includes resetting it after the event as well.
STAGE STRIKE (AUDITORIUM)	\$350.00	Fee applied if our Tech Director has to clear the stage or set it differently than Sunday Worship for an event. This includes resetting it after the event as well.
GALLERY STRIKE	\$250.00	This fee is applied if our Facilities Team has to move the current furniture (tables, chairs, sofas, etc.) for an event. This includes resetting it after the event as well
ADDITIONAL AV STAFF	\$30/HR (3HR Min)	This rate is per person
ADDITIONAL FACILITY STAFF	\$20/HR (3HR Min)	This rate is per person
SECURITY/TRAFFIC (Required if event exceeds 50 attendees)	\$35/HR (3HR Min)	This is a per officer cost. Events exceeding 200 guests will require an additional officer
FACILITY - LIFT USE	\$25/HR (4HR Min)	Lift is used to hang décor from ceilings; must account for time to hang and remove. Lift can only be operated by RHCC staff
Video Streaming	QUOTE	This will vary per event and will require a quote from our Tech Director
Camera Operators	QUOTE	This will vary per event and will require a quote from our Tech Director
Holiday Pay (for personnel when offices are closed)	\$45/HR	This rate is per person

#### **SUPPORT SERVICE POLICIES**

#### **Audio Visual**

For events at RHCC that need A/V support

- Before a Rental Agreement is signed, we will need to determine basic A/V needs for event (screen, sound, lighting, streaming, cameras, etc.)
- Confirm rough estimates on the length of event where A/V is needed (sound check + actual event).
- These quotes will be included in the Rental Agreement.

#### One Month Prior to Event

- Meeting with both RHCC A/V and Special Events Team will be scheduled
  - o Confirm all equipment that Lessee would like for event; if additional equipment is needed for rental, we will provide an estimate and update Rental Agreement.
  - Copies of any digital/media files, sound tracks, draft run-of-show, etc.
- For large events, a dry run inside the venue with audio-visual may be required. This will need to be scheduled at this time to take place at least one week prior to the event.

#### One Week Prior to Event

- All final copies of digital/media files, sound tracks, run-of-show, etc. DUE
- Run through event with A/V Team (if applicable)

#### Security

For events at RHCC with an expected attendance of 50 or more, arrangements for police/security is required. Once the event has been approved, the Special Events Team will secure the proper security/police. A second officer is required for events with over 200 in attendance. The current rate per Franklin Police officer coverage is \$35/HR with a three (3) hour minimum required by the Franklin Police Department.



Event Date: May 15, 2019

# 2019 ROLLING HILLS COMMUNITY CHURCH RENTAL AGREEMENT

This Event Space Rental Agreement (the "Rental Agreement") is made and entered into this day, by and between Rolling Hills Community Church ("Lessor"), and City of Franklin, TN ("Lessee").

- 1. <u>PREMISES AND RENTAL PERIOD</u>. Lessor hereby leases to Lessee, in accordance with the terms and provisions of this Rental Agreement, the WareHouse designated in **Exhibit "A"** attached hereto (the "**Premises**"), which Premises are located in 1810 Columbia Avenue, Franklin, TN 37064.
- 2. <u>RENTAL FEE AND SECURITY DEPOSIT</u>. Lessee agrees to pay to Lessor a rental fee in the total amount of \$1,525.00 the "Rental Fee") for the use of the Premises in accordance with the terms and conditions of this Rental Agreement. A security deposit in the amount of \$500.00 (the "Security Deposit") is due upon the execution and delivery of this Rental Agreement and is <u>non-refundable</u>. The balance of the Rental Fee, and any additional fees due hereunder, are due and payable at least thirty (30) business days prior to the date of the Event. Lessee acknowledges that a preferred caterer may also be leasing a portion of the Premises for the purpose of catering the Event. No refunds will be given to events cancelled within in seven (7) days of event date.
- 3. HOLD HARMLESS, INDEMNIFICATION, RELEASE AND REIMBURSEMENT. Only to the extent permitted by Tennessee law, neither Lessor, nor any of Lessor's members, successors, assigns, officers, employees, agents, contractors, or the heirs, administrators, executors and/or personal representatives of any of them (collectively, the "Lessor Parties") shall, in any event, be liable to Lessee, or any of Lessee's family members, guests, invitees, employees, contractors and/or agents (collectively, the "Lessee Parties") for any injury or death to Lessee or any of the other Lessee Parties, or any property damage, arising from Lessee's use of the Facility and/or the Premises.

Only to the extent permitted by Tennessee law, Lessee does hereby covenant with and agree to indemnify and hold harmless all of the Lessor Parties from and against any and all claims, damages, expenses, and/or liabilities, including, without limitation, any attorneys' fees, court costs and/or expenses incurred by Lessor in connection therewith, arising from Lessee's use of the Facility and/or the Premises (collectively, the "Indemnified Claims"). In consideration for the use of the Premises, Lessee shall and does hereby forever release and discharge the Lessor Parties from any and all Indemnified Claims.

Lessee shall keep the Facility and the Premises in good condition, and shall not permit any unusual wear, damage, breakage and/or theft to occur. Lessee does further agree to reimburse Lessor, and to repair and/or replace any and all damage to the Facility and/or the Premises, and to repair and/or replace any and all personal property therein, which may or might be damaged and/or lost while Lessee has the use and/or custody of the Premises. Lessor hereby strongly recommends that Lessee purchase an event liability insurance policy covering Lessee, and listing Lessee's successors and assigns as additional insureds, to cover any such damages. Lessee hereby acknowledges and agrees that, should Lessee elect not to purchase such insurance coverage, Lessee shall be solely responsible for such damages. Any and all amounts owed by Lessee to Lessor pursuant to this paragraph shall be paid by Lessee within thirty (30) days after the Event.

Lessee hereby acknowledges and agrees that Lessor shall not be responsible for damage or loss of any item left in the Facility before and/or after the Event.

1. ALCOHOL. Alcohol is not permitted on the premises. If found, the guest or Lessee will be removed by security.

- 2. <u>REMOVAL OF PERSONS FROM FACILITY</u>. Lessor reserves the right, though management, agents or police, to eject any objectionable person or persons from the Facility.
- 3. <u>DEFAULT</u>. In the event that Lessee violates any of the terms or conditions of this Rental Agreement (an "Event of Default"), Lessor shall have the right to immediately terminate this Rental Agreement without notice or refund, and Lessor may pursue any and all rights and/or remedies that may be available to it at law or in equity.
- 4. <u>FORCE MAJEURE (EXCUSE OF PERFORMANCE)</u>. The performance of this agreement by Lessor is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Lessor. Should the event be cancelled through a Force Majeure event, all fees paid by Lessee to Lessor will be returned within thirty (30) days or Lessor will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.
- 5. <u>UNFORSEEN EVENTS</u> For the safety of all involved, should hazardous weather occur during the event, such as tornado, severe thunderstorm, lightning strikes, etc., Lessor reserves the right to mandate taking shelter, require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises.
- 6. <u>DECORATIONS.</u> The following decorations are specifically prohibited at Rolling Hills Community Church—glitter, stickers, spray paint, liquid paint, burning objects, rice, streamers or poppers. Bubbles and flower petals may be used outside of buildings only. Balloons are allowed in approved areas, they are not permitted to be released outdoors within the church grounds. Water based fog machines are allowed. Oil based fog machines are not allowed. Lessee is responsible for any fees assessed resulting from the triggering of smoke alarms due to smoke machines. In addition, there will be a fee of \$300.00 assessed if cleaning of smoke detectors is required.
  - a. All decorations and equipment must be delivered and set up on the same day as the event and removed at the conclusion of the event unless other arrangements are pre-made with the Special Events Coordinator. Lessor reserves the right to bill the sponsoring party for removal of any left items. Please inform your vendors that all pickups and deliveries of goods must be coordinated through the Special Events Office to ensure vendor access to building and/or rental space.
  - b. No furniture or decorative objects belonging to Lessor may be moved from their respective positions without the permission of the Special Events Office.
  - c. Do not hang anything from overhead mechanical installations.
  - d. Lessee is responsible for arranging the rental equipment needed for event.
  - e. Nothing may be nailed, tacked, taped, hung, stapled or affixed in any way to the facility, inside or out. All decorations, other than free standing, must be approved by the Special Events office. In no manner will Lessee permit any employee, guest or contracted party to deface, damage or otherwise injure Lessor's property or its facility.
  - f. Candles must be dripless and enclosed in a glass container of sufficient height to cover potential flame.
  - g. Lessors Special Events staff does not set up or break down equipment or furniture for the event. Due to liability, renter and/or caterer must provide adequate staff for set up, event and breakdown.
  - h. Renter is responsible for picking up all decorations at completion of event. A \$500.00 fee will be charged for any decorations not removed by "Last Out" time agreed upon in Exhibit "A."
  - i. Please contact your Special Events Coordinator a minimum of two weeks prior to your event to determine set up arrangements.
  - j. Only Special Event Staff members are authorized to relocate furnishings due to fire codes.

- 7. <u>LIABILITY INSURANCE</u>. The Lessor is required to maintain a \$1,000,000 liability insurance policy. The applicant must secure the policy as Lessor does not provide insurance.
  - a. The lessee must obtain, maintain and provide proof of insurance with a minimum of one million dollars (\$1,000,000) of General Liability coverage, for bodily injury and property damage claims, including contractual and personal injury liability coverage. Umbrella or excess liability insurance may be used to meet limit of liability requirements.
  - b. Upon request, Lessee will provide to Lessor duly executed certificates of insurance evidencing this coverage, together with satisfactory evidence of the payment of the premium thereon. Each certificate shall specify that the policy cannot be cancelled without providing Lessor at least 30 days prior written notice, that Lessor is named as an additional insured, and that the insurer waives any subrogation rights against Lessor.
  - c. VENDORS AND CONTRACTORS: All vendors and contractors providing services at Rolling Hills Community Church must carry adequate liability insurance. Any approved food vendor must be licensed with the Health Department. No homemade items may be sold or served at this facility. This applies to caterers, florists, bakeries, musicians and all other contracts. If requested, contractor must be able to provide verification of license and/or liability insurance.
  - d. Each policy required under this agreement shall contain a severability of interests' clause and will provide that renter's coverage shall be primary to any other insurance available to or maintained by Lessor, its subsidiaries and affiliates.

#### 8. MISCELLANEOUS.

- a. <u>Compliance with Laws</u>. Lessee shall comply with and shall cause all of the Lessee Parties to comply with, any and all applicable laws of the United States and the State of Tennessee, and any and all ordinances of the City of Franklin, in its use of the Facility and the Premises, and shall not permit anything to be done in the Facility and/or the Premises in violation thereof.
- b. <u>Authority</u>. If Lessee is a corporation, partnership, limited liability company or other entity, Lessee warrants that all consents or approvals required of third parties (including but not limited to its Board of Directors, partners or members) for the execution, delivery and performance of this Rental Agreement have been obtained, and that Lessee has the right and authority to enter into and perform its covenants contained in this Rental Agreement.
- c. <u>Joint and Several Liability</u>. If Lessee comprises more than one person, or is a corporation, partnership, committee or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several. The undersigned guarantor guarantees all obligations of Lessee pursuant to this Rental Agreement.
- d. Governing Law; Jurisdiction. This Rental Agreement shall be construed as a Tennessee contract, and interpreted according to the laws of the State of Tennessee. To the extent permitted by applicable law, the parties hereby irrevocably submit to personal jurisdiction in the State of Tennessee and in the Chancery Court for Williamson County, Tennessee for the enforcement of their respective obligations hereunder, and waive any and all personal rights under the law of any other state to object to jurisdiction within Tennessee for the purposes of litigation to enforce such obligations.
- e. <u>Amendment</u>. This Rental Agreement may not be altered or amended, except by an instrument in writing signed by Landlord and Tenant.
- f. <u>Attachments</u>. All exhibits, riders, addenda and other attachments to this Rental Agreement shall be deemed a part hereof and are incorporated by reference herein.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the date first above written.

Lessor:

Sign Name: Megan N. Whitson
Print Name: Megan N. Whitson
Title: Special Events Coordinator
Date:
<u>Lessee</u> :
Sign Name: 5. Stuckey
Print Name: Eric S. Stuckey
Title: City Administrator
Date:
Approved as to Form:
Tiffany Pope, Staff Attorney
<u>LESSEE INFORMATION</u>
PRIMARY CONTACT NAME Monique McCullough
PILLING ADDRESS 100 Third Avenue South
BILLING ADDRESS 109 Third Avenue South
CITY Franklin STATE TN ZIP 37065
PHONE (home) PHONE (cell)
PHONE (work) PHONE (fax)
EMAIL

# EVENT SPACE RENTAL AGREEMENT EXHIBIT "A"

#### **EVENT INFORMATION**

**RENTED AREA(s) Auditorium** 

**GROUP\_City of Franklin, TN** 

**EVENT DATE(s)** 

SET-UP: Tuesday, May 14th 11am - 2pm EVENT: Wednesday, May 15<sup>th</sup> 7am - 9am

- SETUP: [May 14th 11am]
- ARRIVAL TIME: [MAY 15<sup>™</sup> at 5:30am]
- EVENT START: [May 15th at 7am]
- EVENT END: [May 15th at 9am]
- CLEAN UP: [May 15<sup>th</sup> at 9:15am]
- LAST OUT\*: [May 15th at 11:00am]

APPROXIMATE # ATTENDEES 300 - 350

CHAIRS (QTY) 400

RENTAL FEE \$1,525.00

SECURITY/TRAFFIC FEE: \$0 (City of Franklin, TN providing Security)

TOTAL \$ 1,525.00

SECURITY DEPOSIT \$500.00 due at booking, applied to rate, non-refundable

#### **Additions:**

Any additional rentals of rooms, pipe and drape, a/v equipment or a/v staff, etc. not outlined in this rental agreement shall be invoiced the night of the event, by the lessor, and paid within 5 business days of the event.

<sup>\*</sup> A FEE OF \$150.00 PER HOUR WILL BE CHARGED FOR REMAINING ON PREMISES AFTER THE "LAST OUT" TIME LISTED ABOVE.

### **COF CONTRACT No. 2019-0082**

# EVENT SPACE RENTAL AGREEMENT EXHIBIT "B"

#### **CATERING RULES**

- 1. NO SMOKING AT ANY TIME
- 2. LIABILITY INSURANCE IS REQUIRED FROM ALL CATERERS
- 3. THOSE USING FACILITY ARE LIABLE FOR ANY DAMAGE TO THE PREMISES AND FOR CLEANING UP AFTER THE EVENT.
- 4. LESSOR AND ITS EMPLOYEES ARE NOT RESPONSIBLE FOR SIGNING OR RECEIVING ANY DELIVERIES
- 5. ALL TRASH AND GARBAGE MUST BE BAGGED <u>AND PLACED IN THE DUMPSTER</u> AT THE CONCLUSION OF THE EVENT.
- 6. LESSOR'S EMPLOYEES ARE RESPONSIBLE FOR OPERATING ALL HEATING AND AIR CONDITIONING UNITS.

#### **COF CONTRACT No. 2019-0082**

# EVENT SPACE RENTAL AGREEMENT EXHIBIT "C"

#### **MISCELLANEOUS RENTAL RULES**

- 1. SMOKING IS PROHIBITED IN THE FACILITY AND ON THE PREMISE.
- 2. KEEP ALL EXITS UNOBSTRUCTED.
- 3. DO NOT BORROW ANY TABLES OR CHAIRS FROM OTHER AREAS OF THE FACILITY.
- 4. ALL EQUIPMENT BROUGHT INTO THE BUILDING MUST HAVE NON-MARKING TIRES.
- 5. ALL TRASH AND GARBAGE MUST BE BAGGED OR IN APPROPRIATE CONTAINERS AT THE CONCLUSION OF THE EVENT.
- 6. LESSOR'S EMPLOYEES ARE RESPONSIBLE FOR OPERATING ALL LIGHTING, HEATING AND AIR CONDITIONING UNITS. LESSEE WILL BE HELD LIABLE FOR ANY ELECTRICAL SURCHARGE RESULTING FROM IMPROPERLY OPERATING UNITS OR EXCESSIVE UTILITY USAGE.
- 7. LIVE MUSIC, BANDS, AND DISC JOCKEYS ARE WELCOME IN ALL THE EVENT SPACES BUT MUST MAINTAIN A NOISE LEVEL THAT DOES NOT DISTURB MERCHANTS OR OTHER PARTIES THAT ARE TAKING PLACE AT THE FACILITY. IF DURING AN EVENT THE MUSIC CONTINUES TO DISTURB OTHER GROUPS, MANAGEMENT RESERVES THE RIGHT TO INTERCEDE BY HAVING THE ENTERTAINMENT MODIFIED OR DISCONTINUED.
- 8. CHILDREN MUST BE KEPT IN THE AREA WHICH HAS BEEN LEASED AND MONITORED. LESSOR SHALL NOT BE RESPONSIBLE FOR INJURY TO ANYONE DUE TO THE NEGLIGENCE OF THEMSELVES OR OF PARENTS. ALL MINORS ARE TO BE SUPERVISED BY AN ADULT.