



## Venue Rental Agreement

This **Venue Rental Agreement** (the “Agreement”) is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**Bluegrass Hall, LLC** (hereinafter referred to as “Bluegrass Hall”), and \_\_\_\_\_ (hereinafter referred to as “Client”).

1. **Rental of Event Venue by Client.** Bluegrass Hall operates an event venue (the “Facility”) for rent and use as a venue for various events. Client agrees to rent the Facility for use at the date and time stipulated on the attached Exhibit 1, which is incorporated into this Agreement and sets forth certain other information relevant to this Agreement. No subletting is permitted, Client’s rental and use of the Facility shall be for the purpose indicated on Exhibit 1 (“Client’s Event”) and on the terms and subject to the conditions set forth in this Agreement, including Exhibit 1.

2. **Rental Reservation.** Client’s rental of the Facility and reservation of the date and time stipulated on Exhibit 1 will be effective only after the execution of this Agreement by Client and Bluegrass Hall (which shall be in Bluegrass Hall’s discretion) and the payment by Client of (i) a Date-hold Deposit in the amount of 50% of the rental fee indicated on Exhibit 1 and (ii) a Damage Deposit in the amount indicated on Exhibit 1.

3. **Payment of Rental Fee, including Date-hold Deposit.** The rental fee for the Facility is the amount indicated as such on Exhibit 1. A non-refundable Date-hold Deposit of fifty percent (50%) of the rental fee must be paid by Client at the execution of this Agreement, which payment will reserve for Client’s Event the date and time stipulated on Exhibit 1. The balance of the rental fee must be paid to Bluegrass Hall at least thirty (30) days prior to the event date. Any credit or debit card transaction will be subject to a 3% processing fee. It is Client’s responsibility to ensure that the remaining balance due is paid to Bluegrass Hall at least thirty (30) days prior to the event date, and no separate billing or reminder will be provided by Bluegrass Hall for this payment. If the remaining balance of the rental fee is not paid at least thirty (30) days prior to the event date, the Client’s Event will be removed from the Facility schedule, and that date and time will then be available for other uses of the Facility. If the event is booked less than thirty (30) days prior to the scheduled date, the rental fee is due in full at contract signing. Rental fee amounts paid by Client prior to the event date will be refunded only if Bluegrass Hall, for reasons that are not the fault of Client, cannot make the Facility available for use by Client on the stipulated date and time.

4. **Damage Deposit.** A Damage Deposit in the amount indicated as such on Exhibit 1 must be paid by Client at the execution of this Agreement. Within fourteen (14) days following Client’s Event, Bluegrass Hall will refund the Damage Deposit less the expenses, if any, for damages, losses, deep cleaning expenses, extra rental time, special contractor charges, unapproved driving and parking activities, extraordinary maintenance or repairs, security charges deemed necessary after inspections, or other similar items. Bluegrass Hall will provide Client detail of any such expenses charged against the Damage Deposit. Any such expenses incurred by Bluegrass Hall in excess of the Damage Deposit will be billed to Client, which Client hereby agrees to promptly pay and be responsible for. Failure by Client to pay such additional expenses incurred by Bluegrass Hall will, among other things, result in legal action and Client being denied future opportunities to rent the Facility.

**BLUEGRASS HALL**  
EVENT VENUE

5. **Cancellation and Refund Policy.** All cancellations must be in writing, dated, and signed by Client. The Damage Deposit will be refunded if the cancellation is at least thirty (30) days prior to the event date, and will then be mailed to Client within two business days after the written cancellation. Date-hold Deposits are not refundable, nor are other payments of the rental fee if the cancellation is less than thirty (30) days prior to the event date.

6. **Client is Responsible for Set-up.** Client is solely responsible for the set-up for Client's Event. Bluegrass Hall staff will be on-site during set-up and may answer questions relating to set-up and use of the Facility, but Bluegrass Hall staff cannot assist with Client's set-up due to liability and other reasons. Other rules regarding set-up include the following:

- a. Set-up outside of the event time-slot is only allowed during a previously agreed upon time as stipulated on Exhibit 1. If early set-up is requested, the Client will be charged at \$50/hour. Set-up and event time cannot be combined; there must be a gap in time between the two.
- b. A Bluegrass Hall representative must approve any special decoration needs.
- c. No staples, tacks, tape or nails may be used to attach decorations. Client can use removable fasteners (i.e. Command strips).
- d. No paint may be applied.
- e. No glitter, confetti, bird-seed, rice or fireworks may be used.
- f. Slow-burn, extra-long sparklers are allowed outside of the building and Client must supply an appropriate method for extinguishing the sparklers.
- g. Candles must be completely enclosed in a glass or other non-flammable holder.
- h. If Client is working with a third-party vendor for set-up or decorations, Client is responsible to inform the vendor of set-up times and rules.
- i. Client is responsible for providing ladders, supplies, and all other set-up equipment, tools, and related items.
- j. Client's failure to comply with set-up rules may result in expenses charged to Client, including, but not limited to, retention of Client's Damage Deposit.

7. **Client is Responsible for Clean-up.** Client is solely responsible for clean-up following Client's Event. Client's point-of-contact listed on Exhibit 2 ("Contact Details") must participate in a walk-through with a Bluegrass Hall staff member at the completion of Client's clean-up. Bluegrass Hall staff will be on-site during clean-up, but Bluegrass Hall staff cannot assist with Client's clean-up due to liability. Other rules regarding clean-up include the following:

- a. Client must complete the clean-up no later than the time Client has identified as the ending time for Client's Event as stipulated in Exhibit 1.
- b. Client is responsible for all cleaning tasks appropriate to return the Facility to the level of cleanliness as it was received, including the following cleaning duties:
  - i. The Facility must be cleared of all items that do not belong to Bluegrass Hall, i.e. tables, table linens, dishes, decorations, etc.
  - ii. All trash must be removed from the Facility, including the main hall, kitchen, restrooms, lobby and outside the building. Trash must be placed in the blue receptacle provided. If any trash will not fit in the receptacle,

**BLUEGRASS HALL**  
EVENT VENUE

such as boxes, or large items, those items must be broken down and taken to the trash dumpster located behind the building.

- iii. All decorations must be taken down and removed from the Facility.
- iv. Client is responsible for all kitchen clean-up. The kitchen area must be thoroughly cleaned and returned to its original level of cleanliness. This includes all work areas, refrigerators, sinks, floors and tables.
- c. A Bluegrass Hall staff member will perform a walk-through of the Facility prior to dismissing the Client's named point-of-contact listed on Exhibit 1. Photos of any damages or violations will be taken and noted on signed checklist.
- d. Bluegrass Hall is not responsible for any items left behind by Client or guests.
- e. Bluegrass Hall does not provide storage. All decorations, props, rented items, and personal belongings must be removed by the ending time for Client's Event.
- f. Client's failure to comply with clean-up rules may result in expenses charged to Client, including, but not limited to, retention of Client's Damage Deposit.

8. **Third-Party Vendors and Caterers.** If Client chooses to use a third-party vendor or caterer to provide services or deliver products to the Facility, Client must provide Bluegrass Hall a copy of the contract or agreement for such services or products at least fourteen (14) days prior to the event date. Client is responsible for ensuring that all third-party vendors and caterers comply with the rules relating to the use of the Facility, including set-up and clean-up.

9. **Entertainment.** All entertainment providers for Client's Event and all providers of equipment for such entertainment, including but not limited to sound, lighting, staging, and related items, must contact Bluegrass Hall's staff in advance of the event date to arrange set-up times and to review electrical requirements. Entertainment providers are responsible for their own equipment needs, including tables, skirting, etc.

10. **Parking.** Complimentary parking is made available at the Facility for use by Client and Client's guests during Client's Event subject to the following rules:

- a. No parking or driving is allowed on the grass, and damages for such activities will result in expenses charged to Client, including, but not limited to, retention of Client's Damage Deposit.
- b. No parking is allowed in the driveway areas, which must be kept open for traffic flow and to allow access by emergency vehicles.
- c. Bluegrass Hall is not responsible for theft or damage to any vehicle or possessions in any vehicle at the Facility.
- d. No cars may be left at the Facility overnight. Any cars left at the Facility without specific prior approval are subject to being towed at the owner's expense.

11. **Insurance.** If alcohol is served, Client is required to obtain an event liability policy for a minimum of one million dollars to be in effect during Client's Event at Client's expense and naming Bluegrass Hall, LLC as an additional insured. The event liability insurance must be maintained throughout the duration of the event, including the periods of set-up and take-down. The event liability insurance must include Host Liquor Liability coverage to protect Bluegrass Hall from liability regarding any potential alcohol-related incidents, even though it is understood that Client is ultimately responsible for the safety of its guests. In addition, the event liability insurance must cover all food,

**BLUEGRASS HALL**  
EVENT VENUE

and food safety concerns, relating to food prepared by Client or others (non-licensed caterers) and brought into the facility. Client must provide Bluegrass Hall proof of such insurance coverage for Client's Event at least fourteen (14) days prior to the event date.

12. **Alcoholic Beverages.** While alcohol consumption is allowed at the Facility, Client must abide by all laws applicable to the possession, service, and consumption of alcoholic beverages at the Facility, including but not limited to the prohibition of serving alcoholic beverages to minors and intoxicated persons. For everyone's safety, Client agrees to ensure that alcoholic beverages are consumed in a responsible manner at Client's Event. Bluegrass Hall reserves the right, in its exclusive discretion, to expel anyone who, in its judgement, is intoxicated or under the influence of alcohol or any other substance. Client hereby agrees to indemnify and hold harmless Bluegrass Hall and its owners, agents, and employees from any damages, costs, or expenses, including attorney fees, that may arise as a result of the consumption of alcoholic beverages at Client's Event. The Kentucky Alcohol Beverage and Control Board requires that all alcohol served at Client's Event be served by a professional bar service with the necessary licenses and liability insurance. Client must provide Bluegrass Hall proof of the proper license and insurance coverage for any bartending service to work Client's Event at least fourteen (14) days prior to the event date.

13. **Conduct and Behavior.** Client agrees that Client and all guests shall be subject to the following rules regarding conduct and behavior at the Facility:

- a. Client and all guests must comply with, and abide by, all applicable federal, state, and local laws and ordinances, and shall not conduct any illegal act on the Facility premises.
- b. No smoking of any kind (including vaping/e-cigarettes) is allowed or will be tolerated on the Facility premises.
- c. No drug use of any kind is allowed or will be tolerated on the Facility premises. Such conduct will be cause for immediate expulsion. Illegal drug use on the Facility premises may result in a police response.
- d. Client's Event shall be restricted to the area within the Facility that is rented by Client. Client and Client's guests are not allowed to enter or use areas of the Facility that are unrelated to Client's Event. There will be no loitering in the parking lot, which is not to be used for Client's Event other than for parking. Children and teenagers are not allowed to run the property and should remain under adult supervision at all times.
- e. No physical violence or threatening or disparaging remarks are allowed or will be tolerated on the Facility premises. Such conduct will be cause for immediate expulsion.
- f. Live animals, with the exception of service animals, may not be brought onto the Facility premises. Limited exceptions may be specifically granted in writing, in advance, and with associated conditions, by Bluegrass Hall on a case-by-case basis.
- g. Bluegrass Hall reserves the right to refuse admittance to or to expel anyone that Bluegrass Hall staff determines is behaving in a manner that is contrary to the terms of this Agreement, disruptive to Client's Event, or is or may be harmful or threatening to any person in the Facility or to property.

**BLUEGRASS HALL**  
EVENT VENUE

14. **Additional Facility and Event Policies.** Client agrees that the following additional rules and conditions shall apply:

- a. Bluegrass Hall and its staff shall have the right to enter the Facility at any time during its use by Client.
- b. Per the Kentucky Building Code, Bluegrass Hall's maximum building occupancy is 220 people. If Client violates this code, Client and guests may be required to leave the premises and forfeit the remainder of Client's event. No compensation will be provided for unused hours, if Client is in violation. Any fines that are incurred will be the Client's responsibility. Please note the 220 people includes all guests, vendors, and any other personnel onsite. Final guest count must be approved by Bluegrass Hall staff member and will be listed on Exhibit 1.
- c. Bluegrass Hall reserves the right to take photographs of Client's Event for its own records and for use in future. Client agrees that pictures of Client and Client's guests may be used by Bluegrass Hall in subsequent promotional materials.
- d. Client agrees to Bluegrass Hall's use of a closed-circuit video security system during Client's Event. Closed-circuit cameras are only used in public areas of the Facility. It is anticipated that the video recording will be reviewed only in the event of an incident or concern needing further investigation. Client understands and agrees that the video recording may be provided to legal and governmental authorities, among other developments, if a criminal act is suspected to have occurred.
- e. Bluegrass Hall staff will be on duty during the entire event. A staff member will open the Facility for Client and may provide information and direction as needed. Bluegrass Hall staff may not help with set-up, clean-up, or other tasks relating to Client's operation of Client's Event.
- f. If Client fails to submit all required documentation to Bluegrass Hall within the stipulated time period, the event is subject to being cancelled, and the Client will not be allowed into the facility.
- g. Bluegrass Hall reserves the right to cancel, suspend, or terminate any Client Event at any time in the event of a serious breach of this Agreement by Client or Client's guests or if Bluegrass Hall determines the safety of persons or property necessitate such a cancellation, suspension, or termination of Client's Event.

15. **Force Majeure.** Bluegrass Hall shall not be held responsible for any delay, cancellation, or other changes regarding Client's Event to the extent such is caused by fire, flood, strike, civil, governmental or military authority, acts of God (including weather events), acts of terrorism, acts of war, epidemics, or other similar causes beyond the reasonable control and without the fault or negligence of Bluegrass Hall. For one or more such reasons, Bluegrass Hall may postpone, reschedule or cancel Client's Event without liability on the part of Bluegrass Hall. In the event Client's Event cannot be held or is postponed pursuant to this section, Bluegrass Hall shall not be liable to Client or any of Client's guests for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, or financial losses.

16. **Indemnification.** Client agrees to indemnify, defend, and hold Bluegrass Hall and the owner of the Facility, and their owners, officers, employees and agents harmless from any and all claims,



liabilities, personal injuries, costs, penalties or expenses to any person (including, but not limited to Client, guests, attendees or other parties) arising out of and/or resulting from the rental and use of the Facility, including but not limited to, the provision, service and dispensing of alcoholic beverages and all matters relating to food preparation and food safety at the Facility.

17. **Liability Limitation.** Bluegrass Hall's maximum liability under this Agreement and relating to the rental and use of the Facility by Client is the amount paid to and received by Bluegrass Hall from Client regarding the rental of the Facility for Client's Event.

18. **General Terms.**

- a. Amendment. This Agreement may not be amended except in a writing executed by Client and Bluegrass Hall.
- b. Waiver. No waiver of any provisions of this Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by any party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, will operate as a waiver of any such right, power or remedy.
- c. Attorney's Fees and Costs. In the event any action is brought to enforce this Agreement, the prevailing party will be entitled to recover its costs of enforcement including, without limitation, attorney's fees and court costs.
- d. Applicable Law; Venue. The validity, construction and performance of this Agreement will be governed by the internal laws of the State of Kentucky, without regard to provisions regarding conflicts of law. Disputes will be heard in the appropriate federal or state courts located in Jessamine County, Kentucky.
- e. Severability of Provisions. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, the remaining provisions of this Agreement will remain in full force and effect.
- f. Assignment; Binding Provisions. This Agreement may not be assigned by Client except with the written consent of Bluegrass Hall, which consent may be withheld for any reason. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors, and permitted assigns.
- g. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein, and replaces all previous communications, representations, understandings, and agreements between the parties, whether verbal or written.

**BLUEGRASS HALL**  
EVENT VENUE

*By signing below, the Parties acknowledge that they have fully read and understand all terms and conditions of this Agreement and that they will abide by all the terms and conditions of this Agreement.*

**EVENT DATE:**

**CLIENT**

**BLUEGRASS HALL**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Office/Position

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

3000 Elizabeth St, Nicholasville, KY 40356  
Address

\_\_\_\_\_  
Phone/Email

859-881-0018/contact@thebluegrasshall.com  
Phone/Email



Exhibit 1
Client's Event

Event Details

Today's Date: \_\_\_\_\_

Date & Time Period of Event (including set-up and clean-up): \_\_\_\_\_

Client Name: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Address: \_\_\_\_\_

Client Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Number of expected guests: \_\_\_\_\_

Catered: No / Yes By: \_\_\_\_\_ Alcohol: No / Yes By: \_\_\_\_\_

Wedding Planner: No / Yes By: \_\_\_\_\_ Decorator: No / Yes By: \_\_\_\_\_

Other Vendor: \_\_\_\_\_

Event items needed from Bluegrass Hall

Tables: No / Yes

5' \_\_\_\_\_

6' \_\_\_\_\_

8' \_\_\_\_\_

Other: \_\_\_\_\_

Chairs: \_\_\_\_\_

Linens: No / Yes Size: \_\_\_\_\_

Stage: No / Yes Size: \_\_\_\_\_

Kitchen: No / Yes

VIP Suite: No / Yes Key: No / Yes

Pipe & Drape: \_\_\_\_\_

Additional Rental Items: \_\_\_\_\_

Special Instructions:

Four horizontal lines for special instructions.

Total Cost of Rental: \_\_\_\_\_

Damage Deposit: \_\_\_\_\_

Total Due on Commitment: \_\_\_\_\_ Paid by: \_\_\_\_\_

Balance Due at least 30 days prior to Event: \_\_\_\_\_ by: \_\_\_\_/\_\_\_\_/\_\_\_\_