

AGREEMENT FOR RENTING ASHLAND'S KEEPER'S COTTAGE

PLEASE PRINT CLEARLY

The parties to this agreement are the Henry Clay Memorial Foundation, 120 Sycamore Rd., Lexington, KY 40502 (hereinafter the "Lessor") and:

Name of Individual/Organization _____ Telephone _____

Street Address _____ City _____ State _____ Zip _____
(hereinafter the "Lessee")

Lessor agrees to permit the Lessee to use the ground floor of the Keeper's Cottage at Ashland, The Henry Clay Estate, 120 Sycamore Road, Lexington, KY for a special event described herein on the date and the time specified below, provided the Lessee complies fully with the attached regulations (Exhibit A), defends and holds harmless the Lessor and its employees, officers and directors for any and all liabilities which may arise pertaining to the event, and pays for all damages to the buildings and grounds of Ashland created because of the event.

Date of Event: _____ Time of Event: _____

Time of Event Set-Up: _____ Time of Event Tear-Down: _____

NOTE: There is an hourly charge of \$100 for any time required for set-up or tear down occurring outside of the times listed above.

Type of Event: _____ No. of Guests Expected: _____

Caterer: _____ Phone: _____

The rules and regulations listed in Exhibit A attached are included in this Agreement by reference.

The maximum number of attendees at a Keeper's Cottage event is limited to 30. The fee for the use of the Cottage between the hours of 9am – 5pm is \$300. Non-profits may book the cottage at the discounted rate of \$150. For use between the hours of 5pm and 7:30pm the fee is \$500 and \$300 for non-profits. Each additional half hour, up to 9:30 pm, is \$50. In order to secure the date, 50% of the total fee is due at the signing of the contract. Five business days prior to the event, the balance due plus a damage deposit of \$250 (refundable under conditions set forth in Exhibit A) will also be due. Fees are not tax-deductible and all fees will be paid directly to Ashland.

Approved by Lessor: _____ Date: _____
Henry Clay Memorial Foundation

Lessee: _____ Date: _____
Authorized Signature

_____ (print name here)

Exhibit A
Rules and Regulations for Ashland's Keeper's Cottage Rental
Henry Clay Memorial Foundation

The Grounds and Property

1) The Lessee shall leave the grounds and property in a condition as good as when Lessee first received them. The Lessee is liable for any and all damage including theft and property loss caused by Lessee or any person who attends, participates in or provides goods or services in connection with the Lessee's event. Repairs and replacements shall be done by the Lessor's agents at the Lessee's expense. The Lessee's deposit may be forfeited for failure to comply with the requirements related to clean-up and the condition of the cottage and grounds. *(From time to time, the Lessor contracts with other agencies to perform archaeological studies on the grounds. The Lessee is liable for any and all damages to archaeological dig and survey sites as well as all signage on the grounds.)*

2) No decorations, signage, or any other items may be attached to the cottage, trees, or other outbuildings without prior permission. Set-up and tear-down should be closely supervised by the Lessee to insure that vehicles are driven only in designated areas and that no damage occurs.

3) The Lessee may use the Keeper's Cottage only for the purposes identified on this contract. No activities in violation of Federal, State or Local laws shall be permitted on the premises.

4) The Lessee shall indemnify and hold harmless the Lessor from any and all liabilities and costs. The Lessor may require that the Lessee provide insurance coverage for the event and a certificate of insurance may be requested.

5) The Lessor retains the right to control and manage the Keeper's Cottage and grounds and may enforce all reasonable rules for its management. During the Lessee's use of the cottage, the Lessor may use any other portion of the cottage and/or grounds for any purpose if such does not interfere with the Lessee's approved use of the cottage.

6) Any publicity/public relations, media event or printed material using the site known as Ashland, The Henry Clay Estate, or its name, or that of the Henry Clay Memorial Foundation must be approved in advance by Lessor. For purposes of invitation, the site shall be referenced to as Ashland, The Henry Clay Estate, 120 Sycamore Rd., Lexington, KY 40502.

Security

7) Reasonable security will be provided, however, the Lessor assumes no responsibility whatsoever for any property placed in or around the cottage by the Lessee or for any person permitted on the premises by the Lessee during the event or its preparation or clean-up. Lessee agrees not to bring on the premises any material, substance, equipment or object that is illegal and/or likely to endanger life, cause bodily injury or which is a hazard to the property.

Ashland's Representative

8) An employee or other agent of the Lessor will be on the grounds during the event. If the event runs over the designated time, an hourly charge of \$100 will be assessed. During the event, the Lessee must abide by the reasonable requests of the Lessor's representative.

Facilities and Other Regulations

9) Clean and heated restrooms will be available.

10) Guests may stroll around the grounds including the formal garden during the hours when it is ordinarily open. No event can take place in the garden.

11) Parking shall be limited to specific areas discussed and agreed to upon signing of this agreement.

12) Only non-amplified music is permitted under the terms of this agreement. Non-amplified music must be kept at a comfortable volume and within the Urban County Noise Ordinance. The noise level must be maintained at sufficiently low levels so residents in the surrounding neighborhood are not disturbed.

House Tours

13) Tours of the main house are not a part of this rental agreement; however tours can be arranged for an additional fee, if scheduled in advance. A discount may apply for groups of 10 or more.

14) No food or drink is allowed in the main house under any circumstances.

Catering

15) Only licensed caterers are permitted to cater events. The Lessee is responsible for seeing that all food and trash is removed immediately following event.

16) The Keeper's Cottage has no kitchen facilities and all food must be prepared off-site.

Fees and Cancellation Policy

17) Event dates are not secure until the Lessee signs contract and 50% of total fee is received by the Lessor.

18) All remaining fees are due five (5) business days prior to the event. All fees are paid directly to the Lessor.

19) A refundable damage deposit of \$250 is also due five (5) business days prior to the event. If no damages occur to the cottage or property in general the deposit will be returned to Lessee within five (5) business days following the event.

20) If the Lessee cancels the event within two weeks of the event date, they will be charged the full amount of the rental but may keep their security deposit. If the Lessee cancels 24hrs prior to the event, the Lessor retains all fees including the security deposit.

Revised 12/2016