

# **CARSON PARK GENERAL FACILITIES RENTAL AGREEMENT**

Renter: _____	Rental Fee Received: _____
Date(s) of Use: _____	\$250.00 Deposit Received: _____
Address: _____	\$250.00 Deposit Returned: _____
Telephone: _____	Date Key Issued: _____
	Date Key Returned: _____

**This Rental Agreement is for general facilities rental purposes. Rental of Floral Hall and Horse Boarding Stalls have their own exclusive rental agreement. The present Rental Agreement applies to any and all other facilities rentals.**

## **WARNING PER KRS 247.401 - 247.4029**

**“Under Kentucky Law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.”**

As consideration for the use of the facilities delineated below, the Renter must sign this Rental Agreement in the space provided. By signing, the Renter agrees to comply with the following requirements and agrees to accept the consequences for failure to do so.

**A. Carson Park Facilities To Be Rented (check facility desired below).**

	<u>Daily Rental</u>	<u>Monthly Rental</u>
<b>Park Rental</b> _____	\$500 (Resident) \$550 (Nonresident)	N/A
<b>Arena Rental</b> _____	\$100 (Resident) \$150 (Nonresident)	N/A
<b>Camping</b> _____	\$15 (No Electricity) \$25 (With Electricity)	N/A
<b>Stage Rental</b> _____	No Charge	N/A
<b>Track/Arena</b> _____	\$10 (Resident)	\$40 (Resident)
<b>Usage Fee</b> _____	\$20 (Nonresident)	\$50 (Nonresident)

**B. Hours of Carson Park Facilities.** Because Carson Park is located close to residential units, Renters are permitted to use the Park, Track, Arena and Stage between the hours of 8:00 a.m. to 10:00 p.m. Renters may be ejected from the facility for use during prohibited hours. Overnight Camping is permitted pursuant to this Agreement.

**C. Alcohol.** The Renter is permitted to provide alcoholic beverages to their invited guests free of charge. Renters are prohibited from selling alcoholic beverages. Properly licensed and insured caterers are permitted to sell alcoholic beverages. Renter must provide the County with documentation of caterers' license and insurance coverage. Renter agrees to ensure that alcoholic beverages are consumed in a responsible manner and shall not permit alcoholic beverages to be consumed by a guest manifestly under the influence of alcohol or drugs. Renter shall be subject to ejection and prosecution for the consumption of alcoholic beverages by minors, whether it is occurring with or without the Renter's knowledge. Renter shall indemnify and hold the County harmless for any liability introduced by the consumption of alcoholic beverages upon County property during the rental period.

**D. Nuisance.** The Renter is responsible for the conduct of guests during the rental period. Renter shall be subject to ejection for causing or allowing public nuisance to be caused.

**E. Trash.** Carson Park Facilities will be in a clean condition prior to the rental period. Within two (2) hours following the event, the Renter is required to return the space to the same clean condition in which it was found unless a written exemption from this requirement is obtained from the County.

**F. Keys.** Any keys incidental to rental must be returned to the County on the next business day immediately following the rental period. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facility.

**G. Damage and Deposit.** Regarding rental of the Park, Track and Arena, here is a two hundred fifty dollar (\$250) deposit required in addition to the rental fee, which shall be returned only if the County determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

**H. Adult Status.** Renters must be at least eighteen (18) years of age and all events must be supervised at all times by a responsible adult eighteen (18) years of age or older.

**I. General Indemnification.** The Renter shall save and hold the County harmless from and against any and all liability, claims and demands related to personal

injuries or property loss or damage of any kind, which arise out of or may be in any way connected with, or are claimed to arise out of or be in any way connected with, the rental of Carson Park Facilities, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the County, or the County's agent(s) or employee(s).

**J. Renter's Property.** The Renter shall be responsible for and protect itself against all risk of loss or damage by fire or other casualty to its own property and shall keep and maintain the facilities in a safe and sanitary condition.

**K. Liability Insurance Coverage.** Renters of the Park and/or Arena must have liability insurance in the amount of not less than \$1,000,000 per occurrence for the event for which the Park and/or Arena are being rented. Renter shall provide a copy of their certificate of insurance to the County prior to execution of this Rental Agreement. The certificate must show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the use of the facility. Said insurance shall provide for the amount not less than \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for all bodily injuries and death resulting from any one accident and \$1,000,000 for property damage in any one accident. The policy may provide a combined single limit for bodily injury and property damage of \$1,000,000. McCracken County and the Carson Park Board must be included as additional insured.

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Renter's Printed Name

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Renter's Signature

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Date