



Clay Community Center Facilities Usage Terms and Conditions

All rentals and functions are subject to the approval of the Montgomery County Board of Education (hereinafter "MCBOE") and pursuant to any and all Kentucky law relating herein and so as not to interfere with the daily operation of schools and to comply with the Board's policies. All arrangements for facility use must be made through the District-Wide Operations department with Montgomery County Schools via electronic form to ensure availability and coordination. A designee from the District-Wide Operations department will contact the requestor to coordinate full event details.

Attendance Capacity:

The facility can accommodate up to 1000 persons for theater/classroom seating events and 500 persons for seated banquet/dinner events. All rentals include lobby and parking areas. Seating for Cooper and Burley Room is 150-200, and Sterling room is 100-150 (pending set-up).

Square Footage:

The full facility is 10,000 square feet. The Cooper and Burley rooms are both 2800 square feet each. The Sterling room is 2240 square feet.

Rental Forms and Fees:

Rental forms must be completed and submitted before any event can be confirmed. Failure to fully complete rental forms will result in delayed confirmation of your event. A 50% deposit is required to reserve all event dates. All fees must be paid in full on (1) week prior to the event date.

Food Service:

Each organization/person is responsible for making their own arrangements with caterers. The MCBOE does not require the use of specific caterers. Any open flame device used to warm food requires constant attention. Caterers/Organizations must provide their own staff members with a fire extinguisher to be present at all times. Kitchen must be returned to the same or improved condition in which it was found at the beginning of each event. Do not put food down the sink drain.

Additional Information:

Organizations are required to clean up and remove all possessions before departing the facility. All garbage must be bagged and/or placed in a garbage container; sealed garbage bags should be left in the kitchen. All leftover food and beverages should either be removed or placed in a sealed garbage container. Failure to do so will incur an additional maintenance charge. Groups shall leave the facility in the same condition, absent ordinary wear and tear, in which it was found prior to occupancy. If the facility is left unclean, an additional custodial fee may be incurred. The MCBOE is not responsible for items left at the building before, during, or after the rental hours. Unless specific arrangements have been made, any item left behind after an event becomes property of the MCBOE.

It is prohibitive to place any items on walls or ceilings, including, but not limited to, glitter, confetti, tape, glue, push pins, or staples.

The MCBOE reserves the right to terminate this agreement if any damages or improper use of requested facility occur.



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Setup and Clean-up:

Times designated on the reservation form must include time for both decoration and clean up of all decorations and removal of all equipment and supplies. All supplies or equipment, including, but not limited to, band or disc jockey equipment, catering supplies, and decorations, must be delivered and removed during renter's reserved hours. Nothing may be stored on-site without prior written approval of a site supervisor. A fee will be charged for items brought early or left by the renter.

Setup:

- a. MCBOE staff will set-up and take down provided tables and chairs for the Renter.
- b. Please be aware exits shall not be covered or obstructed by tables or equipment at any time.

Clean-up:

- a. Renter shall remove all decorations placing them in the appropriate provided trash receptacles.
- b. Renter shall leave kitchen in a clean condition.

Custodial Charges:

- a. There is a required \$25/hour/custodian, custodial charge for any event. One custodian will be assigned per ballroom. (I.e.: If you rent more than one ballroom, you will be assigned more than one custodian and charged)

Cancellation/Refund Policy:

Once the reservation request has been accepted by MCBOE and a deposit has been generated, the following refund policy applies:

- 60 days or more notice prior to the event, 50% of the deposit will be refunded
- The deposit shall not be refunded 59 days prior to the event

Candles:

Only floating or mechanical candles are permitted in this facility

Smoking and Vaping:

Use of tobacco, alternative nicotine, or vapor products, as defined in KRS 438.305, are strictly prohibited for all persons and at all times on the premises of, (including the parking lot), or in the Clay Community Center while attending or participating in any event.

Drug Policy:

MCBOE prohibits the use of all illegal drugs

Liability:

The Renter will be responsible for all persons in the group or organization and liability for all persons in attendance. The group will assume liability for any damages done to the building, equipment, linens, property, and accessories and will leave the facility in good condition. No illegal activity.

INDEMNIFICATION:

MCBOE shall not be liable and Tenant hereby waives all claims against MCBOE for any damage to any property or any injury to any person in or about the Rented Premises by or from any cause, whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of MCBOE or its agents, employees or



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contractors. Renter shall protect, indemnify and hold the MCBOE harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by

- (a) Any damage to any property or any injury to any person occurring in, on or about the Rented Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, employees, invitees, or visitors to meet any

standards imposed by any duty with respect to the injury or damage; (b) illegal conduct by the Tenant in or about the Rented Premises of the Tenant concerning the Rented Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances, regulations, and policies applicable to the condition or Use of the Rented Premises or its occupancy; (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease, or (e) for any cause or reason whatsoever arising out of or by reason of the use by the Tenant. The provisions of the Paragraph shall survive the termination of this Lease with respect to any claim or liability occurring prior to such termination.

Attorney Fees:

In the event that either party must retain an attorney to collect rent, enforce any provision of this Lease, defend any action brought by or on behalf of Tenant or Landlord, the prevailing party shall pay for all reasonable costs and attorney's fees associated therewith.

Insurance:

Tenant shall provide to MCBOE a current certificate of liability against liability to the public or any invitees of Tenant incidental to the use of or resulting from any accident occurring in or upon the premises with a limit of not less than \$1,000,000 per occurrence covering bodily injury and/or property damage liability. MCBOE must be listed on the certificate as an Additional Insured.

YOUR AGREEMENT TO THESE TERMS AND CONDITIONS ON THE ELECTRONIC RESERVATION FORM SERVES AS YOUR ELECTRONIC SIGNATURE



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FACILITY RENTAL PRICING

Room Pricing (per day)

1 ROOM- (UP TO 125 PEOPLE)	\$500
2 ROOMS- (125-250 PEOPLE)	\$900
3 ROOMS- (250-350 PEOPLE)	\$1150

CATERING/KITCHEN AREA NO ADDITIONAL CHARGE

Foodservice Options:

TABLE LINENS (white, ivory, royal blue, black)	\$5.00 PER LINEN
BUFFET SKIRTING (white, ivory, royal blue, black)	NO ADDITIONAL CHARGE
CHAIR COVERS (white)	\$.50 PER CHAIR
PLACE SETTINGS (plates, cups, silverware, napkins)	\$4.00 PER SETTING
COFFEE WARMERS (2)	NO ADDITIONAL CHARGE
PORTABLE BAR (2)	NO ADDITIONAL CHARGE

Furniture (no additional charge):

BLUE BANQUET CHAIRS
TAN BANQUET CHAIRS
72" ROUND TABLES
6' AND 12' RECTANGULAR TABLES
18 X 18 BLACK MARBLE DANCE FLOOR
21 X 21 WHITE DANCE FLOOR
STAGE (32" HIGH)

Presentation A/V Options (no additional charge)

PROJECTOR- CURRENTLY UNAVAILABLE
HANDHELD MICROPHONES
AUDIO (MUSIC)
PODIUM