

Polished Image, LLC

The Gallery AT GATEWOOD | *upstairs* **On Main**

Rental Agreement

This Rental Agreement between _____ (“Client”) with an address of _____ and **Polished Image, LLC**, a Kentucky Corporation, is effective upon the undersigned date.

WHEREAS, Polished Image, LLC owns the property at 125 East Main Street LaGrange, KY 40031 and is in the business of offering said property as event venue space for rent;

WHEREAS, Polished Image, LLC offers the first-floor level with primary access to main street at 125 East Main as event venue space for rent under the name The Gallery at Gatewood;

WHEREAS, Polished Image, LLC offers the second-floor level at 125 East Main as event venue space for rent under the name Upstairs on Main Event Venue;

WHEREAS, Client desires to rent event venue space at 125 East Main for the Client’s event;

THEREFORE, Client hereby agrees to the terms and conditions of Polished Image LLC outlined as follows:

Summary of Event:

The Client summarizes the Client’s designated event in Appendix A “the Summary of Event Form” as appended herein.

Vendor Policy:

Vendors that are to be utilized by the Client for the designated event must be documented on the Vendor List (Appendix B) and be approved by Polished Image, LLC in advance of the Client’s event. Polished Image, LLC reserves the right, at

its sole discretion, to prohibit any Client-contracted vendor(s) from entering property of Polished Image, LLC.

ALL vendors must provide a Certificate of Insurance (COI) naming Polished Image, LLC as Additionally Insured at least 1 week prior to your event date. If your vendor is NOT insured, then Day-of Event Insurance is required to be purchased by the client.

Set-up and Clean-up:

All tables and chairs and any additional rental items provided by Polished Image, LLC will be set-up by a Polished Image representative. Any additional set-up and break-down provided by the Client or the Client's contracted vendors must take place within the designated rental period unless otherwise agreed upon in writing by Polished Image, LLC. Client will be charged the full hourly rate for every *unauthorized* (30) minute increment preceding or exceeding the time frame of agreed upon event space rental. Polished Image, LLC is not responsible for items left after the event.

Client is responsible for clearing and the removal of all trash post-event. A minimum of \$150.00 *excessive* cleaning fee may be applied, at the sole discretion of Polished Image LLC, if the space has not been properly cleared post-event which includes, but not limited to: trash, boxes, decor, rentals and other items without prior approval.

Parking:

There are several convenient free public parking areas as well as on-street parking in Historic La Grange, KY. Please abide by all Kentucky Department of Motor Vehicle Laws.

Train Safety:

Please be advised that some of the charm and uniqueness of The Gatewood Building at 125 East Main is the presence of an active train track just steps from the entrance. The Client and all Guests must be aware and take caution when in front of the building by remaining on the sidewalk any time a train is passing. For the safety of all, No Loading / Unloading on the Tracks! If your limo, van, etc. does not fit in a parking spot, please pull around the corner to unload. Trains do not stop.

Handicap Accessibility:

The Gallery at Gatewood *is* handicap accessible. However, please be advised that Upstairs on Main Event Venue *is not* handicap accessible. We advise Client and their Guests for Upstairs on Main that may have concern with climbing stairs to contact their Primary Physician for advice prior to attending.

Payments:

A fifty percent (50%) non-refundable deposit is required at the time of reservation to secure any Gatewood Building event space for the specific date(s) designated in Appendix A. The non-refundable deposit will be applied toward the total balance due. The remaining balance is due thirty (30) calendar days prior to the event date. Please be advised that any inquiries made regarding the use of event space will *not* be considered a confirmed reservation until both signed agreement *and* deposit payment have been received by Polished Image, LLC.

Beverage Packages and Rental items require a 50% deposit with remaining balances due 2 weeks prior to the event date. Credits / refunds towards the count will not be given after the 2-week headcount deadline.

Polished Image, LLC reserves the right, at its sole discretion, to cancel any event if full payment has *not* been received by the due date.

We accept Cash, Checks and Major Credit Cards. Checks should be made payable to “Polished Image”. If any check is returned for insufficient funds, a returned check fee of \$50.00 will be imposed. The Client will be responsible for all costs incurred in the collection of delinquent accounts, including attorney fees.

Cancellations and Rescheduling:

All payments are non-refundable. However, at the sole discretion of Polished Image, LLC, the full deposit amount may be applied toward rescheduling the same event or a new one based on scheduling availability. If a balance is owed, it must be paid in full to be considered for rescheduling.

Any monies paid are non-transferrable or assignable.

If any event is cancelled due to severe or inclement weather conditions, a natural disaster, act of God, civil disturbance, terrorism, or any other emergency of a comparable nature which is beyond the control of the Customer and Polished

Image, LLC, the Customer may use 100% of the amount paid as a credit for future use towards rescheduling the same event or a new one based on scheduling availability. Polished Image, LLC will not be responsible for providing alternative facilities, electricity, housing, or catering and will not be liable for any bodily injury, death, property damage, loss, or other services in the event of the aforementioned causes rendering the requested facility inoperable, unavailable, or unsuitable for their intended purpose.

Prohibited Items and Actions:

Indoors: The use of sparklers, *confetti*, *glitter*, birdseed, rice, and/or anything of the sort are not allowed inside the premise.

Outdoors: Confetti, glitter and similar items are not permitted on sidewalks or streets. Sparklers **are** permitted outside with caution and instruction by one of our staff members. Polished Image, LLC must be advised of the individual designated to collect the used fuses in a water-filled container afterwards and dispose of them properly.

The use of any of the prohibited items will result in an automatic excessive cleaning fee of a minimal \$150.00.

No items may be hung from the ceiling or walls (even Command strips). All adhesives and tapes must be approved by Polished Image, LLC.

All electrical and data cords must be properly secured.

No open flames (ie candlesticks) are permitted except for supervised Birthday candles and Unity / Ceremony candles. All other candles must be LED or contained. Extra caution must be used when placing candles and/or votives next to other tabletop items.

The Gatewood Building has multiple event spaces. Due to the nature of the building and spaces, the Client agrees to let a venue manager monitor and control all sound levels, especially if they disturb concurrent events.

All Clients and Vendors must abide by all fire codes and regulations. The blocking of exit doors, fire extinguishers, fire alarms, egress routes, or emergency exits is strictly prohibited. Polished Image, LLC staff has the final word on such matters.

Smoking and / or vaping is not permitted anywhere in the building or within the immediate vicinity of entrance doors.

Alcohol:

Per Kentucky State Alcohol Beverage Law, it is *illegal* to permit consumers to bring and consume their own alcoholic beverages onto any licensed premises. Therefore, all beverages must be purchased through Polished Image, LLC. Penalties for the client or guests of client caught bringing alcohol onto the premises, at the sole discretion of Polished Image LLC, can range from discarding the alcohol, monetary fines or even ending / cancelling the remainder of the event.

According to Kentucky State Alcohol Beverage Law, it is illegal to serve alcoholic beverages to anyone under the age of 21 years. Therefore, Guests may be required to produce identification demonstrating legal age to consume.

Beverages are not to be taken outside of the building unless in the designated patio area. Guests may be cited / fined by local law enforcement for disregard of laws regarding open containers.

The bartender reserves the right to refuse service to individuals appearing to be intoxicated.

All bar service of beer, wine, and liquor must end at least thirty (30) minutes prior to the end of the event; the bar may remain open to serve non-alcoholic beverages until the end of the event.

Self-service of alcoholic beverages is strictly prohibited.

Media:

Polished Image, LLC reserves the right to use images of Client's event and/or Guests for marketing purposes.

Affiliation: No client shall host an event and market it in a way that would suggest that it is an event affiliated or in collaboration with Polished Image, LLC or any of its branded names to include: The Gatewood Building, The Gallery at Gatewood, Upstairs on Main or it's other associated entities without prior written consent.

Liability:

Clients are strongly encouraged to purchase day-of event insurance for their own liability protection. This becomes a requirement by Polished Image, LLC in the event: (1) one of the clients contracted vendors does not carry insurance or is under-insured or (2) if the client is providing any of their own services.

The Client is responsible for the actions of their Guests as well as any vendors or other agents, including but not limited to caterers, photographers, entertainers, decorators, and audio-visual companies contracted for the event. Any damages will be billed to the Client, even if caused by an event vendor. Polished Image, LLC may not be held liable for damages or incidents caused by the Client, guests of the Client, or the Client’s contracted/non-contracted vendors before, during, or after event.

Indemnification:

Client agrees to indemnify and hold harmless Polished Image, LLC their Owners, Agents, and Employees, against any and all damages, claims, or other liability due to personal injury or death, or damage to, or loss of, the property of others, arising out of its use of Polished Image, LLC.

Now then, each Party represents and warrants that on this date they intend to make this rental agreement binding by their signatures below.

Signatures:

For Polished Image, LLC (Print)	Client (Printed Name)
For Polished Image, LLC (Signature)	Client (Signature)
Effective Date	Effective Date

Please sign and return to Polished Image, LLC via email: polishedimagedecor@gmail.com Please note that the date and any pricing listed in this agreement are not guaranteed until both this signed and initialed agreement and deposit have been received by Polished Image, LLC. This agreement shall be deemed null and void if not returned within 7 days from Polished Image, LLC effective date above.

APPENDIX A

Polished Image, LLC

The Gallery AT GATEWOOD | *upstairs* **On Main**

Summary of Event Form

Client Name: _____ Phone: _____

Address: _____

Email: _____

Secondary Contact: _____ Phone: _____

Email: _____

Location: ____ Upstairs on Main ____ The Gallery at Gatewood

Event Date: _____, 20 ____ Event Time: ____ (AM/PM) to ____ (AM/PM)

Check-in Time: _____ (AM/PM) | Check-out Time: _____ (AM/PM)

Guest Count (Including Client): _____

Event Type: _____

For use of the event space on the event date and time stated above, a rental fee of \$ _____ is required | Deposit Amount \$ _____

Balance is due in full prior to: _____, 20 ____.

APPENDIX B

Polished Image, LLC

The Gallery AT GATEWOOD | *upstairs* **On Main**

Vendor Information

Please note: Vendor categories in **RED** must present Certificate of Insurance (COI) naming Polished Image, LLC as Additionally Insured at least 1 week prior to your event date. If your vendor is NOT insured, then Day-of Event Insurance is required to be purchased by the client.

<u>Vendor</u>	<u>Name</u>	<u>Phone</u>	<u>Arrival Time</u>
Caterer			
Florist			
DJ / Band / AV			
Event Coordinator			
Bakery			
Rentals			
Photographer			
Videographer			
Live Painter / Artist			
Other_____			

Please remit Appendix B (page 8) and all applicable COI's to:

Email: galleryatgatewood@gmail.com

Mail: *Polished Image, LLC*

125 E Main St

La Grange, KY 40031