



# LEASE TERMS AND CONDITIONS

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**Rental Damage Deposit and Kentucky Sales Tax:** The Lessee shall pay the balance of the Rental Fee and Damage Deposit in full the day the Lease Agreement is signed to secure reservation. **A Rental Fee of \$900.00 plus a \$250.00 refundable damage deposit along with Kentucky Sales Tax (6%) includes Fee, use of the sanctuary, bride's room, organ, heating, and cooling as required for a rental period of five hours.** LPTS may repair any damage caused by Lessee or occurring during Lessee's occupancy, at Lessee's expense, and deduct the cost from the Damage Deposit. If the cost of cleanup, repair and replacement exceeds the Damage Deposit, Lessee shall be liable for the balance, which shall be due and payable on demand, and shall bear interest at the rate of 1% per month. If no damages occur the Damage Deposit will be refunded within fourteen days after the event.

**Rental Hours:** The rental period is for five hours, which includes one hour for rehearsal, two hours for setup and two hours for the ceremony and cleanup. Wedding rehearsals are scheduled on Fridays from 5:00-6:00 p.m. or 6:00-7:00 p.m.

**Organ practice, decorating and photography must be completed within the allotted time set forth in the Lease Agreement. Saturday weddings are scheduled to begin no later than 2:00 p.m. for the morning session and no earlier than 6:00 p.m. for the evening session.**

**Additional Hours:** Additional hours may be purchased based on availability no later than two weeks prior to the event date for organ practice, decorating or photographs and will be charged at the current LPTS rate of **\$200.00** per hour plus Kentucky Sales Tax (6%). **No additional hours may be purchased on the day of the event.** Lessee will be billed the hourly rate of **\$200.00** per hour plus Sales Tax for any additional time over your allotted five hours.

**Cancellation Policy:** The Lessee may cancel the reservation in writing 120 days in advance of the Event, LPTS shall refund **65%** of the total rental fee and full Damage Deposit. If the Lessee cancels the reservation in writing less than 120 days in advance of the Event, LPTS shall refund the Damage Deposit only.

**Decorations:** Subject to the supervision and approval of LPTS, Lessee may decorate Caldwell Chapel but without the use of nails, tacks, screws or other fasteners, or tape or other adhesives, on wood or plaster walls and surfaces, and without defacing the premises. If candelabra's are to be used **no open flame** is permitted, candles must be of the **flameless flickering battery operated type**. If pew candles are to be fastened to the pew ends, candles must be flameless and care must be taken to secure them with ribbon or other pliable material so that they will not damage the finish of the pews. Birdseed may be tossed outdoors upon the couple's departure from the Chapel. Fresh rose petals are not permitted to be used in the Chapel however, silk rose petals may be used during the ceremony, but must be cleared immediately following the ceremony by the Lessee or their florist.

**LPTS Access to Facility:** Lessee understands and agrees that LPTS shall be entitled to have its representative present at all times during the Event, and such representative shall have access to the entire Facility at all times.

**Air Conditioning/Heating:** The Seminary is equipped with a two pipe heating and cooling system. This means we can only have heat or air conditioning, one or the other, but not both at the same time. As the seasons change from spring to summer, and as summer turns back to fall, there are always a few uncomfortable days. Therefore, we monitor the National Weather Service and temperatures during these weather transitions and once we have a ten-day average of normal weather, we will make the decision to turn the heating or cooling on depending on the season. In the spring once outside air temperatures in the evening reach 45-50 degrees we will turn the air conditioning on.

**Public Address/Sound System:** LPTS provides three microphones, a lapel microphone for your minister, a soloist microphone and a lectern microphone. If you wish to use pre-recorded music or CD's you must provide your own sound system. Any outside equipment brought into the Chapel by the Lessee or their service personnel may not be plugged into the Seminary's existing sound system. Lessee and their service personnel will have no access to the Seminary's sound control room.

**Alcoholic Beverages:** No alcoholic beverages of any kind may be consumed in Caldwell Chapel. Lessee and/or their guests will be asked to remove any alcoholic beverages from the facility immediately upon observation. **LPTS RESERVES THE RIGHT TO CANCEL THE LEASE IMMEDIATELY UPON THE BREACH OF THESE TERMS. LPTS may cancel prior to or during the Event.**

**Service Personnel:** Lessee shall be responsible for obtaining florists, musicians, ministers, photographers, parking, security or other service personnel it desires.

**Setup/Takedown:** All deliveries, setup, decorating, takedown, and cleanup must be completed within the allotted time set forth in the Lease agreement. LPTS Representative will be on duty to unlock and lock organ, handle lighting and oversee setup and cleanup after the event. **Lessee is responsible for making arrangements to have all decorations removed immediately upon completion of the event. All rental equipment must be moved to a designated location for pickup within 24 hours after the Event.** Lessee agrees and acknowledges that LPTS does not assume or accept responsibility for the safekeeping of equipment, supplies, written materials, or other valuable items left by the Lessee

**Cleanup and Damage Policy:** Lessee shall provide for clearing of Caldwell Chapel after the Event. If the Lessee fails to clear immediately upon completion of the Event, LPTS may do so at the Lessee's expense, and deduct the cost from the Damage Deposit. LPTS may repair any damage caused by Lessee or occurring during Lessee's occupancy, at Lessee's expense, and deduct the cost from the Damage Deposit. Lessee shall reimburse LPTS Lease Terms and Conditions upon demand for any damage to or destruction of the Facility, furniture, equipment, fixtures, grounds, landscaping, or any other property owned, used, or operated by LPTS, caused by any act or omission of the Lessee's guests, invitees, licensees, permittees, employees, caterers, florists, decorators, musicians, security and parking personnel, or agents. If the cost of cleanup, repair and replacement exceeds the Damage Deposit, Lessee shall be liable for the balance, which shall be due and payable on demand, and shall bear interest at the rate of 1% per month.

**Concurrent Use:** Lessee understands and agrees that the Facility is customarily used by more than one party concurrently, and agrees to allow LPTS to exercise its sole discretion to moderate sound volume of the Event, whether consisting of live or recorded music, electronically amplified sound, or loud or obnoxious crowd noise. Lessee agrees to cooperate with the efforts of LPTS to control sound volume for the benefit of all renters of the Facility.

**Prohibited Activities:**

- No Smoking is permitted in Caldwell Chapel
- No Alcoholic beverages of any kind may be served/consumed in Caldwell Chapel
- No tossing of Rice or Rose Petals is permitted.
- Driving and Parking on the grass, or in the quadrangle, roadway or in any fire lane, is prohibited. Individuals making deliveries may access the Chapel through the lower level entrance adjacent to the side parking lot.
- Lessee shall not operate or permit the operation in the Facility of any machinery or equipment operated by electricity or other power without approval of LPTS
- Lessee shall not permit explosive or highly inflammable substances to be brought onto the grounds or into the Facility

**Signage:** Directional signage, balloons, ribbons and etc. are strictly prohibited on Seminary property or it's surrounding neighbor's property. Lessee agrees to cooperate with the efforts of LPTS to maintain the integrity and aesthetic quality of our facility and campus by not posting, nailing, screwing or otherwise attaching anything to columns, walls, floors, or other parts of the building, furniture or grounds. If Lessee fails to do so, a fee for removal and cleanup (\$100.00), plus applicable Sales Tax will be charged to the Lessee and will be deducted from the Damage Deposit.

**Publicity:** LPTS reserves the right to approve in advance all forms of advertising or publicity when its name is used. The Lessee guarantees that the establishment of a partnership with, or co-sponsorship by, LPTS of any event will not be implied in any way unless the express permission of LPTS is included in this Lease Agreement. LPTS also reserves the right to review and approve in advance all advertising copy that bears its name.

**Breach of Lease:** **LPTS RESERVES THE RIGHT TO CANCEL THE LEASE IMMEDIATELY UPON THE BREACH OF ANY OF THE TERMS AND CONDITIONS of this Lease.** LPTS may cancel prior to or during the Event. Upon cancellation for breach, Lessee shall forfeit the Damage Deposit, the Rental Fee, and all monies paid to LPTS.

**Impossibility:** This agreement is, however, subject to termination for cause without liability to LPTS, under the following circumstances. Should occurrence of conditions such as strikes, acts of God, civil disturbances, terrorism, disaster, or any other emergency of a comparable nature which are beyond the control of Louisville Seminary render the requested facilities inoperable, unavailable, or unsuitable for their intended purpose the Seminary will have no responsibility for providing alternative facilities, electricity, housing, or catering and will not be liable for any bodily injury, death, property damage, loss, or other services.

**Control and Responsibility:** None of the provisions of this Lease shall be construed as reserving to LPTS any right to exercise control over or direct the activities, business or operations of the Lessee in the conduct of the Event. It is understood and agreed that the entire control and direction of the Event shall be and remain with the Lessee, and neither the Lessee nor any other persons employed by him or her shall be deemed or considered employees or agents of LPTS.

**Force Majeure** If Louisville Seminary is prevented from performing under this Agreement because of an act of God, war, government regulations, disasters, pandemic, infectious disease outbreak, inclement weather, fire, loss of power, lock-out, strikes or threat of strikes over the meeting dates, riot or civil disorder, curtailment of transportation facilities, enactment, rule, order or act of government or governmental instrumentality provide the facilities or hold the Event (each, a "Force Majeure Event"), then such shall not be a breach of this Agreement. Notwithstanding the foregoing, the Agreement may be terminated for any one of the above reasons by written notice from Group to Louisville Seminary without a cancellation charge if the force majeure event occurs within seven (7) days of the Event and is incapable of being cured at least three (3) days in advance of the Event.

**Release From Liability and Indemnity: CAUTION!!! – READ BEFORE SIGNING** - Lessee shall protect, indemnify, hold harmless, and defend LPTS,

its officers, directors, employees, agents, servants, and invitees, from and against all losses, claims, liabilities, and other expenses of litigation, because of bodily injury, death, and property damage, which occur, either directly or indirectly, in connection with the Event or Lessee's operations or by reason of any act or omission of Lessee or its guests, invitees, musicians, florists, decorators, parking personnel, employees or agents, **regardless** of whether or not such loss, claim, liability or expense is caused in whole or part by any party to be indemnified hereunder. Lessee further assumes the risk and releases LPTS, its officers, directors, employees, agents, servants, and invitees from any such claims, demands, injuries, damages and causes of action of any nature whatsoever arising out of or in connection with the Lessee's use of the facility, **regardless of fault**. Specifically, LPTS shall have no liability for any such losses, claims, liabilities, and other expenses of litigation, because of bodily injury, death, and property damage, which occur, either directly or indirectly, in connection with the Event or Lessee's operations or by reason of any act or omission of Lessee or its guests, invitees, musicians, florists, decorators, parking personnel, employees or agents. By signing the lease agreement, Lessee fully agrees to these terms, and Lessee promises and warrants that he/she fully understands the terms and accepts the terms freely, knowingly, and voluntarily.

**Waiver/Covenant Not to Sue: CAUTION!!! – READ BEFORE SIGNING** - Lessee fully waives, releases and discharges LPTS from all claims, damages, actions, causes of actions, and liability now existing or hereafter arising out of or in any manner connected with the Lessee's use of the Facility pursuant to this Lease. Lessee further agrees not to sue LPTS based upon liability now existing or hereafter arising out of or in any manner connected with the Lessee's use of the Facility pursuant to this Lease. This term should be read in conjunction with the foregoing Release From Liability and Indemnity Provision and should be construed as consistent with the terms and conditions stated therein.

**No Assignment; Sublease:** The Lessee may not assign or sublicense any space, or otherwise transfer its rights or obligations under the Agreement without Louisville Seminary's written consent. Nothing in the Agreement shall be construed to confer upon anyone other than the parties hereto and their permitted assigns any rights or remedies under the Agreement. The agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns.