



Facilities Use Guidelines and Request for Use/Rental Form

LEXINGTON HISTORY MUSEUM, INC., 215 W. Main Street, Lexington, Kentucky 40507
859-254-0530 INFO@LexingtonHistoryMuseum.org

Preliminary Request for Use of Facilities:

The rental process for LHM facilities is initiated by the applicant or using party (Lessee) completing the **Request for Facility Use/Rental (page 6 attached)** which will be used to consider the request and to determine rates and, if approved, becomes the working foundation of any agreement for use. These guidelines become a part of any agreement between the Lessee and the Lexington History Museum Inc.

Facilities:

The Lexington History Museum, Inc., is located on the main and courtroom (second and third) floor of the Lexington History Center that served as the fifth Fayette County Courthouse from 1900 until 2001. The Lexington History Museum (LHM) space has been available to our non-profit corporation under a lease from the Lexington Fayette Urban County Government to fulfill the organization’s mission of preserving and presenting regional history. Thus, all rental or outside uses of the facilities are required to be in support of the Museum’s mission or are expected cover event and overhead costs and contribute to the work of the Museum.

The following guidelines notwithstanding, the over-riding condition regarding use of the LHM facilities in the Lexington History Center assumes that users will leave the building in the same or better condition than they found it. It is the responsibility of the Lessee to have an understanding with their staff, volunteers, caterers or other agents that clean-up, repair of any breakage or other mishaps are the Lessee’s responsibility.

The museum has a limited amount of equipment normally available for use by renter:

- Two 60-inch diameter round tables.
- Five rectangular folding tables, mixture of 6- and 8-foot long.
- 85 stacking chairs.
- A refrigerator (on the second floor)

Floor Plan & Event Set-up:

Floor plans of the Lexington History Museum space are available for users’ planning purposes. Lessee may find it helpful to indicate the desired table and chair arrangement on this plan. You must make an appointment to visit with appropriate staff to discuss details of your floor plan and decorations. Our staff will be happy to assist you in composing the best arrangement for your event or function. Please call ahead to view the facility.

Lessee’s Requirements:

1. Building Access: A member of the Museum staff or approved employee designated for the purpose will be on-site for the duration of the event. The building will be open for your access at the time designated on the contract. This schedule can be adjusted up to one week before the event. Likewise, a representative of the Lessee authorized to incur charges will be on the site as long as its guests, staff or caterers are using and cleaning the facility
 - Only staff members of the museum may provide access to the building after hours. Under no circumstances will renters be allowed on the premises after hours without prior arrangement with the museum.
 - The fourth floor and other levels of the building are closed to the public.

Rental Equipment:

All rental equipment (tables, chairs, linens, etc.) must be set up and taken down by the renter (or caterers or other agents contracted by the renter). On-site staff may assist with the placement of rental equipment, but cannot load, unload, or set up rental equipment. Rental items should be delivered no sooner than one day prior to the scheduled event, unless prior approval is received by museum staff. Rental items shall be removed/picked up as agreed in advance but no later than the next business day.

Responsibility:

LHM assumes no responsibility for any property placed in and on its facilities by the Lessee or any person permitted to do so by the Lessee before, during or after the activity. More specifically, Lessee should be aware that certain areas of the Lexington History Center are considered either common space with or under the control of other organizations that can create possible further security risks for which LHM cannot be responsible.

Smoking:

The Lexington History Center is a smoke-free building. Smoking is permitted only on the building's exterior spaces.

Food and Beverage Service::

- All caterers will be required to have on file with the Museum current and appropriate documents pertaining to certification and licensing by a Kentucky county health department and any current business licenses. Caterers also need to provide LHM with proof of insurance. These documents must be presented **prior** to an event taking place at the facility. The Museum can provide a list of caterers with necessary documents on file.
- No cooking of food is allowed on the premises. As is the case for all spaces and equipment, appliances must be left in clean condition. Food, trash, and garbage must be removed from the refrigerator and serving areas following the conclusion of the event. Any food left behind will be discarded.
- Food may be served in locations specifically agreed to in advance. Table linens must be used on all tables, and removed by the renter or caterer upon the conclusion of the event. Table linens must be provided by the Lessee or its agents. Please also take necessary measures to prevent heat or water damage to tabletops
- Clean-up responsibilities include removal of all discarded food and trash from the building. There are a limited number of Herbie units located at the service entrance to the building on Short Street. Plastic trash receptacles are available off the third floor gallery which are to be left empty with liners replaced.
- If alcoholic beverages are served, the renter must complete the attached waiver form. Prohibited items include red wine, and other red mixers (i.e. Bloody Mary mix, cranberry juice, red punches – due to the chance of stains on carpets and furnishings.). The use of champagne, beverage, or decorative water fountains is prohibited inside the Lexington History Museum.
- Caterers are required to clean all surfaces and dispose of trash throughout, including in all food service and preparation areas.
- A surcharge of \$50 may be assessed for each carpet soiled by food. The decision to impose this charge rests solely with of the Museum. **Please make caterers and other vendors aware of these rules.**

Decorations:

- All decorations, floral arrangements, rental items from other entities, etc., must be removed from the premises immediately following the scheduled event unless alternative arrangements have been made prior to the event.
- Absolutely no rice, glitter, confetti, bubbles, shaving foam, aerosol spray string, or loose straw may be used inside or outside the Lexington History Museum, Inc.. This includes the use of decorative confetti and loose potpourri on tables. For weddings, no seed or flower petals are allowed in the building at any time. We require that individual packets of seeds or petals be distributed to guests outside at the last minute before the departure of the couple. Please consult with Lexington History Museum, Inc. staff regarding any questionable items.
- No sparklers may be used – inside or out – as these pose a fire and safety hazard to both the museum and your guests.

- No tape, staples, nails, tacks, screws, wires, pins, hot glue guns, tacky putty, or any other fasteners or adhesives may be used on the walls or furniture inside or outside.
- All candles must be dripless. Candles placed in window sills or on or near furnishings also must be encased in glass. Because of serious safety concerns, please have all plans for use of candles approved by the Museum in writing before the event.

Use Charges

Base charges for use of the LHM facilities are listed below. Specific costs will be determined for each event based on these charges as determined from a review of the **Preliminary Request for Facility Use**. Costs may be adjusted for commercial events, events with sales of items, non-member events, etc. Events related directly to the Museum’s mission and/or co-sponsored by the Museum may be discounted on a case-by-case basis.

Space Use – 5-Hour base: (Assumes 2 hour event, 1 hour setup and 2 hour clean-up by Lessee or agent, for example)	Price of package	Each Additional Hour (from setup through cleanup)	200+ additional guest charge*	Special conditions
Upper Gallery	\$200	\$30	N/A	
Original Courtroom	\$250	\$30	\$50	
Entire Upper Floor	\$400	\$40	\$75	
Main Floor Exhibit Space*	\$500	\$40	\$50	
Entire Museum Space*	\$800	\$40	\$100	

* Galleries require special approval and may contain other limitations than those included in the Facilities Use Guidelines.

DEPOSIT/CANCELLATION POLICY: In addition to the above, a reservation/damage deposit of \$100 is required in order to book and secure a date. This deposit is due when an agreement for use of the Lexington History Museum, Inc. is completed and LHM is not bound by the agreement until the deposit is received. The deposit will be applied to the cost of the event if there is no damage, special clean-up or other out-of-pocket expenses incurred by LHM. Cancellations must be received in writing thirty (30) days prior to the scheduled event or the deposit will be forfeited.

Operational Notes:

ELECTRICAL SERVICE: Electrical service on the property is limited. Please check with the Museum prior to your event to insure that we can accommodate your needs.

AUDIO-VISUAL: While the Museum has limited audio-visual equipment, Lessee should assume

Lessees should be aware of the following internal policy under which Museum staff and other representatives are required to act in considering applications:

Other specific operational guidelines notwithstanding, no officer, staff member or volunteer shall enter into discussions or preliminary agreement for an event to be held in the Lexington History Center unless he or she has made arrangements for a responsible person to be on-site or is unconditionally committed to being on-site for that the full span of that event (or). In making such commitment, even on a preliminary basis, the museum representative shall have reached an understanding with the potential user that their organization must also designate a representative to have full on-site responsibilities for the using organization. Further, any binding use agreement will specifically designate who holds that responsibility for the using party. The board member, staff member or volunteer entering into any such negotiations will advise the executive director and staff person responsible for the facility calendar of the date and nature of any such rentals as soon as they begin and in no case where Museum promotion or participation is involved should such preliminary discussion involve a use of the facilities earlier than two months.

ALCOHOLIC BEVERAGE WAIVER

If alcoholic beverages are to be served at the Lexington History Museum, Inc. during the term of the rental agreement between LHM and the undersigned party, the undersigned party hereby acknowledges its responsibility for assuring compliance with the requirements of KRS Chapters 243 and 244 relating to the serving and consumption of alcoholic beverages on those premises. In particular, the undersigned party or its caterer must have all relevant licenses pertaining to the provision of alcoholic beverages at that location, and take the all steps necessary to assure that all relevant age requirements are met.

Furthermore, the undersigned accepts and agrees that compliance with the alcoholic beverage laws contained in KRS Chapters 243 and 244 is its sole responsibility and not that of the Museum or of the Lexington-Fayette Urban County Government and agrees to indemnify and hold the Museum and the LFUCG free and harmless from any claim, suit, action or liability resulting from any failure by it to comply with all applicable laws.

Name and Address of Responsible Person or Entity:

Individual: _____

By: _____

Its: _____

Phone Number: _____

Signed: _____

Date: _____

AGREEMENT AND INDEMNIFICATION

The applicant agrees to indemnify, defend and save harmless the Lexington History Museum, Inc. the building owner the Lexington Fayette Urban County Government, their employees and agents from all claims, demands, suits, actions, proceedings losses, costs, liabilities and damages of every kind, nature and description, including attorney’s fees and litigation expenses, which may be asserted or made against or incurred by the Lexington History Museum, Inc. or the building owner the Lexington Fayette Urban County Government, their employees, representatives and agents, on account of loss or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, mistake, negligence or other fault of applicant, its employees, agents, representatives, members, or contractors, their employees, agents, or representatives or guests of applicant in connection with or incident to the performance of this agreement, or arising in any way out of applicants use of the facility.

ACCEPTANCE

I request use of the described facilities based on the term and conditions set forth above and accept all terms and conditions contained herein. I certify that I am an authorized representative of the person(s), firm, group, or organization applying for permission to use the facilities, am at least eighteen years of age, and am authorized to enter into agreements.

For: _____

Name of person responsible: _____

Title: _____

Address: _____

Signed:_____

Date: _____

Return a signed copy of this acceptance and any other appropriate documents (including the Alcoholic Beverage Waiver, if necessary) along with the deposit, to:

**Lexington History Museum, Inc.
215 West Main Street
Lexington, Kentucky 40507**

If you have any questions, please write or call the Museum business office at 859-254-0530.

Request for Facility Use/Rental

(Required for all activities not covered by LHM budget as approved by the Lexington History Museum, Inc. Board of Trustees)

Name of Event: _____

For: Organization: _____

Type Organization: Non-Profit For-Profit Other; _____

Current Date: __/__/200__ Proposed date(s) of activity: _____

Type event: Historical Political Commercial Other (details included below/reverse)

Brief description: _____

Number of Attendees: _____ Early estimate Firm figure

Space requested: Original Courtroom Third Floor Gallery Entire Third Floor

Main Exhibit Floor (if permitted) Entire Museum : Other: _____

of planning visits to facility During open hours _____ Special times _____

Event hours: _____

Time needed for set-up prior to event: _____ hours; Event _____ After (cleanup): _____

Person(s) authorized to incur expenses above original cost agreed to: _____

Name(s) of responsible person to be on site until all guests, caterers, clean-up crew depart: _____

Caterer event: Yes, by _____ No Unsure at this time

If catered are you aware caterer must be fully licensed: Yes No

Insured for off-site events : Yes No Admission to be charged: : Yes No

Food served: Yes No Alcoholic beverages : Yes No

Admission charged or items sold: Yes No If yes, please describe including benefits for Museum members, if any: _____

Decorations used : Yes No If yes describe: _____

Responsible for Clean-up: Us Caterer Other: _____ Include in rent cost

Have you read and agreed to LHM Facility Use Guidelines? Yes No

I request use of the described Lexington History Museum facilities based on the LHM Facility Use Guidelines and accept all terms and conditions contained therein. I certify that I am an authorized representative of the person(s), firm, group, or organization applying for permission to use the facilities, am at least eighteen years of age, and am authorized to enter into this agreement.

Person responsible: _____ Signed: _____ Date: __/__/200__

Address: _____

Phone: _____ Cell : _____ E-mail: _____

LEXINGTON HISTORY MUSEUM, INC.
215 West Main Street, Lexington, KY 40507
859/254-0530
INFO@LexingtonHistoryMuseum.org

