



Client/Renter Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Primary Contact: _____ Phone: _____ Email: _____

Secondary Contact: _____ Phone: _____ Email: _____

Event Name*: _____

For use of the event space on the date and time stated below, a rental fee of \$ _____ will be charged and will include the items/equipment listed below. Rental Classification: _____

Event Date: _____	_____ Event Hours
Event Space: _____	_____ 60" Round Tables
Set Up Time*: _____	_____ 48" Round Table(s)
Start Time*: _____	_____ 30"x42" Standing Cocktail Tables
End Time*: _____	_____ 72"x30" Rectangular Tables
Wrap Time*: _____	_____ 85"x85" Linens for 60" Round Tables
Type of Event: _____	_____ Mahogany Chiavari Chairs with Ivory Cushions
Guest Count*: _____	_____ Sections of Draping Between Columns
Flipping Package: _____	_____

A deposit of fifty percent (50%) is needed to confirm the event date and space(s). The total remaining balance will be due thirty (30) days prior to the event date. Cash, check, and all major credit cards† are accepted. Checks should be made to "The Gramercy".

Rental First Payment: Date: _____ Amount: _____ Method: _____

Rental Final Balance: Due Date: _____ Amount: _____ Method: _____

Additions Deposit: Date: _____ Amount: _____ Method: _____

Additions Final Balance: Date: _____ Amount: _____ Method: _____

Rehearsal‡: Date: _____ Amount: _____ Method: _____

By signing this agreement, the Client acknowledges and accepts the rental guidelines and agrees to the terms and conditions outlined within the rental agreement and guidelines.

Client/Renter: _____ Date: _____

Acknowledged by The Gramercy: _____ Date: _____

*Adjusted and finalized at the thirty day out meeting. †Finalized and officially scheduled at the thirty day out meeting with payment.
 †A convenience fee of four percent (4%) will be added to any amount processed by credit card without the card and cardholder present.
 This rental agreement will be used as a working document. As details are confirmed for your event they will be noted on this form.



RENTAL GUIDELINES

1. PRICING AND EVENT TIMING

For events occurring on Saturday:

Grand Ballroom, Lobby and Atrium: \$5300

For events occurring on Sunday or after 5:00PM on Friday:

Grand Ballroom, Lobby and Atrium: \$4200

The standard rental period for events occurring Saturday, Sunday, or after 5:00PM on Friday is five (5) hours of event time with a guaranteed three (3) hours set up and one (1) hour break down, for a total of nine (9) consecutive hours, unless noted in the rental agreement. Event time begins at the anticipated guest arrival time.

For events ending before 5:00PM Monday through Friday:

Grand Ballroom: \$750

For events occurring Monday through Thursday after 5:00PM:

Grand Ballroom, Lobby and Atrium: \$2400

The standard rental period for events occurring after 5:00PM Monday through Thursday or ending before 5:00PM Monday through Friday is four (4) hours of event time with a guaranteed two (2) hours set up and one (1) hour break down, for a total of seven (7) consecutive hours, unless noted in the rental agreement. Event time begins at the anticipated guest arrival time.

All rental fees are subject to all current state and local sales tax. Tax exempt organizations must be paying The Gramercy directly and must provide tax exemption documentation when the rental agreement is signed in order to receive this exemption

Additional event hours may be added at any time before or during the event at a rate of \$300 per hour. Additional hours added during the event are subject to approval by the venue manager on duty, as well as the caterer/bartender and any other event vendor affected. All events must end by 2:00AM the morning following the start of the event.

Additional set up hours may be purchased at a rate of \$150 per hour or \$500 per day. Additional set up hours are based on availability. Additional set up time may be purchased between the hours of 10:00AM and 5:00PM consecutive to the event date.

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The Gramercy reserves the right to raise rental fees on holidays, days adjacent to holidays, and days of our discretion (ex: Thunder Over Louisville, first Saturday in May and previous Thursday and Friday {Derby Week}, Sunday before Memorial Day, Fourth of July, Sunday before Labor Day, New Year's Eve, etc.). Rental fees will not increase after the execution of a rental agreement. Please contact the office to obtain holiday pricing.

Prices are subject to change without notice prior to the execution of a rental agreement.

2. PAYMENT PROCEDURES

The Gramercy requires prepayment of event costs before any event occurs. A fifty percent (50%) non-refundable first payment is required at the time of contract signing in order to reserve the event space on (a) specific date(s). The non-refundable first payment will be applied to the total balance due. The remaining balance is due thirty (30) calendar days prior to the event; at this time a completed credit card authorization form will be required. An invoice will be sent for any costs incurred after the final balance has been paid. Additional charges may be incurred for a variety of reasons such as: additional hours added at the event, unscheduled docking fees, last-minute changes affecting personnel schedules, numerous revisions, and damage to facilities, among others. The invoiced amount will be charged to the credit card on file the following day after the invoice has been sent.

Visa, MasterCard, Discover, and American Express are the only credit cards accepted. Charges may appear as "The Gramercy" or "Fleur de Lis Events & Design." A convenience fee of four percent (4%) will be applied to all credit card transactions, when the cardholder and card are not present at the time of transaction for the card to be swiped; this includes phone orders or transactions processed with the credit card authorization form. Other forms of payment include cash, check, money order, or certified check. All checks should be made out to "The Gramercy."

All payments made, including first payments and subsequent payments, are non-refundable.

All payments made within fourteen (14) calendar days of the event, must be paid with cash, certified check, or credit card. In the event full payment is not received by the last business day prior to the event date, the Client acknowledges and agrees that The Gramercy and Fleur de Lis Events and Design LLC shall have no further obligation to the Client; therefore, canceling the event without the return of any payments or option to rebook.

The Gramercy reserves the right to assess finance charges on any amount unpaid (including damages, additional hours, etc.) when due at an interest rate of three percent (3%) per month (i.e., thirty-six percent {36%} per annum) until paid in full. In the event any check is returned for insufficient funds, a returned check fee of \$100.00 will be imposed. The client will be responsible for all costs incurred in the collection of delinquent accounts, including reasonable attorney fees.

Events booked within thirty (30) calendar days of the event date must be paid in full at the contract signing. The amount paid is non-refundable and additional payments are subject to the guidelines contained herein.

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3. HOLDS

Rental spaces may be put on a five (5) business day hold without first payment. If a signed contract and first payment are not received within five (5) business days, the hold will be released. Note: The Gramercy reserves the right to release the hold, after five (5) business days with or without notice.

4. CANCELLATIONS

All payments are non-refundable.

Should the event be canceled by the client, the client will have the opportunity to rebook a future event, applying all monies paid to a new agreement subject to any price and guideline changes, as long as the new event date is booked before the original event date. After the original event date has passed, all monies and opportunity to rebook will be forfeited. The client will only be able to cancel and rebook one time.

If the event is canceled by the client thirty (30) calendar days or fewer before the event date, the client is responsible for any remaining balance and will have no option to rebook.

All cancellations must be confirmed in writing by the client/renter listed on the rental agreement. Once intent of cancellation has been received by The Gramercy, a cancellation document will be sent for acceptance. The date of cancellation will be determined as the date the cancellation document is received back from the client.

If any event is to be canceled or postponed due to extreme weather conditions, The Gramercy must be notified at least twenty-four (24) hours in advance, if at all possible. The client will then be able to reschedule, without penalty, for another available date within six (6) months of the original event date.

5. GENERAL GUIDELINES

The Client is responsible for all arrangements for food and beverage, decorations, entertainment, equipment needs, event coordination services, and other event related services. All vendors and contact information must be provided to The Gramercy at least thirty (30) days prior to the event.

Any requests for technological services (phone line, wireless internet, etc.) must be made in advance and may be provided for a charge.

If the Client's event requires a permit or license from any local or state government entity, the Client agrees that it will secure all necessary permits/licenses at the Client's expense. Furthermore, it is the responsibility of Client to know if a permit is needed for the hosted event. All special event permits and licenses need to be provided to the venue at least twenty-four (24) hours before the event start time.

All other guidelines listed herein are the responsibility of the client.

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6. SET UP AND CLEAN UP

All standard space set up and clean up will be provided. A floor plan must be completed at least thirty (30) days prior to the event. All décor, rentals, equipment, and event related items are to leave the premises immediately following the event; The Gramercy and Fleur de Lis Events and Design LLC are not responsible for items left after the event. A minimum fee of \$300 will be applied 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.

7. VENUE MANAGERS

A representative from The Gramercy/Fleur de Lis Events and Design LLC will be available throughout the length of your event. The venue manager will have final say on all matters dealing with or concerning the venue and property including, but not limited to, sound levels and occupancy levels.

8. NOISE AND SOUND CONTROL

The Gramercy is located in a mixed-use building. Due to the nature of the building and space, the Client agrees to let the venue manager monitor and control all sound levels, especially if they disturb other building occupants.

9. REHEARSALS

Rehearsals for ceremonies may be scheduled based on the availability of the venue. There is a \$100 rehearsal fee and the Client will be guaranteed at least one (1) hour of rehearsal time. A rehearsal request may be placed at anytime after the execution of this agreement, but will be subject to availability until (30) days prior to the event date.

10. PARKING

Included with standard rentals (Friday after 5:00PM, Saturday, or Sunday) is the parking lot directly east from the front entrance of the 620 Building. The Gramercy contracts one hundred and eleven parking spaces from Riverside Parking. All parkers must abide by all posted placards. The Gramercy is not responsible for any incidents that may occur in or because of parking in the designated lot. The parking lot is first-come, first-served basis and parking spaces may not be individually reserved. The Gramercy will provide a sign placed on the parking lot pay meter denoting parking is provided for the "Event Name" only. Additional signs may be provided by the client and must be removed at the conclusion of the event. Once the event has concluded, the parking lot will revert to a pay-per-space lot; overnight parking is not included with any rental.

11. INSURANCE

All renters of the venue are strongly encouraged to have event insurance, but it is not required. Please know the Client is responsible for all actions of their guests and vendors. Any damages caused by guests or vendors will be the responsibility of the Client.

All vendors are required to furnish a Certificate of Liability Insurance naming "Fleur de Lis Events and Design LLC dba The Gramercy, and all its members, agents, servants and employees as additional

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insureds on a primary and noncontributory basis.” The certificate of liability should be in the amount of at least \$1,000,000. Please use the following address/e-mail and send all certificates to: *The Gramercy, 620 South Third Street Suite 100, Louisville, KY 40202; info@thegramercyevents.com.*

Copies of insurance documentation must be on file at least fourteen (14) calendar days prior to the event date. Failure to provide necessary documentation will result in the vendor operating at the risk of the Client; therefore, all damages and incidents will be placed on the Client. The Gramercy and Fleur de Lis Events and Design 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.

12. SECURITY

Security personnel will be required for events hosting more than 350 guests or for events open to the general public without personal invitations or advanced ticket sales. Any security required will be the responsibility of the Client. Confirmation of additional security must be provided at least thirty (30) days prior to the event.

13. DAMAGE

Any damage to The Gramercy, Fleur de Lis Events and Design LLC property, or the 620 Building beyond normal wear and tear will be billed to the Client. The Client is responsible for the repair and/or replacement cost associated with such damage.

14. COPYRIGHT

The Gramercy and Fleur de Lis Events and Design LLC reserve the right to use images of your event and/or guests for marketing purposes only.

15. VENUE EQUIPMENT

The Gramercy will provide the following items unless otherwise specified:

- 35: 60” Round Tables with 85”x85” Linens in a Choice of Colors
- 1: 48” Round Table
- 6: 30”x42” Standing Cocktail Tables
- 20: 72”x30” Tables
- 350: Mahogany Chiavari Chairs with Ivory Vinyl Cushions

If the client chooses to add the Flipping Package for an additional cost, the following items will be included in the rental, unless otherwise specified:

- One (1) Additional Hour of Event Time
- Access to the Bridal Suite and Groom’s Room at 10:00AM the Morning of the Event
- Eight (8) Sections of Ivory Draping installed In-Between Gramercy Columns
- Labor to Transition the Space from a Ceremony to a Reception

Declining to use items included in the rental of the space or with the Flipping Package will not result in a credit or discounted rate or deduction in balance due.

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16. FOOD, BEVERAGES, SMOKING, AND PROHIBITED ACTIVITIES

According to Kentucky State's Alcohol Beverage Law, it is illegal to serve alcoholic beverages to anyone under the age of 21 years. The client renting the The Gramercy and the event's bartender are responsible for observing and enforcing this law; The Gramercy and Fleur de Lis Events and Design LLC are not responsible. Alcoholic beverages are not to be taken outside of the 620 Building. All food and beverages must be served by licensed and insured caterer and/or bartender. Smoking or the use of e-cigarettes are not permitted anywhere in the buildings or within twenty (20) feet of entry doors.

17. CATERERS AND BARTENDERS

All caterers and bartenders accepted into The Gramercy must have general liability insurance coverage of at least \$1,000,000 and must have the appropriate health/business licenses. Copies of this documentation must be on file with the venue management at least fourteen (14) days prior to the event. No personal catering by event participants will be allowed.

All arrangements with caterers are the responsibility of the Client who will need to keep venue management informed of the caterer's arrival time and set up needs.

Please note that the rental times stated above include both caterer preparation and clean up. The caterer/bartender will have access to a preparation area for food staging. This area will include running water in the form of a three well sink and hand sink, work tables, and trash cans (32 gallon on wheels). All other equipment, including trash bags and carts, needed by the caterer will be the responsibility of either the caterer or Client. The caterer and bartender (and Client) are responsible for returning the preparation area back to its original condition following the event and placing all trash in the designated receptacle.

Bartenders must follow all state and local laws and regulations governing the sale and/or distribution of alcohol. 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 anywhere in the facility.

18. EVENT VENDORS

The Gramercy has final approval of all vendors contracted by the Client. A list of all event vendors including primary contact and contact information will be required at least thirty (30) days prior to the event. All event vendors are responsible for operating under the following vendor guidelines:

Vendors/Client will have guaranteed access to the event space at least three (3) hours prior to the start time of the event as indicated in the rental agreement. Additional set up time may be allowed but it must be scheduled within thirty (30) days prior to the event date. Additional guaranteed setup time may be added more than thirty (30) days prior to the event at an additional cost, please refer to section 1.

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Vendors are responsible for providing all equipment needed to load-in and load-out of the building including but not limited to carts, dollies, ramps, ect. Please note the Grand Ballroom, Atrium, Bridal Suite, and Caterer Prep Space is located on the second floor. A total of three (3) elevators service the second floor but are limited in size. Any items longer than 70" may be required to be carried up a full flight of stairs.

Vendors will be assessed a fee for creating preventable scratches on the floor that may have resulted in scooting, pulling, pushing, or dragging items. Any scratch that is deemed severe will be documented and brought to the vendor's attention immediately, if possible. The vendor will then be fined based on the length of the scratch: \$50 for scratches less than one foot in length and \$100 for scratches one foot in length or over; price may vary based on the severity of the damage. This will be invoiced directly to the vendor. Any vendor with an outstanding fine will not be allowed into The Gramercy until the fine is paid.

Vendors are responsible for the set up of all event-related equipment, unless provided by The Refinery. All equipment and decorations must be removed immediately following the event. The Gramercy is not responsible for the loss or damage to any equipment left in the building. All 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. The Gramercy staff has the final word on such matters.

The use of sparklers, confetti, glitter, birdseed, rice, and/or anything of the sort are not allowed inside or outside the premise. The use of any of the prohibited items, previously listed, will result in an automatic excessive cleaning fee of at least \$300.

No items may be hung from the ceiling or walls. Nothing may be permanently adhered to any wall, ceiling, floor, door, window, table, or chair. Any and all adhesives and tapes must be approved by the venue manager on duty.

All electrical and data cords must be properly secured with gaffer's tape; no other type of tape will be allowed.

All flames (candles) must be enclosed and clean-burning.

The Client is responsible for the actions of any vendors or other agents, including but not limited to caterers, photographers, entertainers, decorators, and audio-visual companies contracted or not-contracted for the event. Any damages beyond normal wear and tear will be billed to the Client; even if caused by an event vendor. Event vendor causing the said damage will not be allowed back in the facility until damage, repairs, and payments are complete.

Each party shall indemnify and hold harmless, their 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 The Gramercy.

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ACCEPTANCE

I, the Client, have read the entire contents of these guidelines, and not relying on verbal statements not contained herein, understand and accept this agreement.

Client/Renter (Please Print Name)

Date

Client/Renter (Please Sign)

Effective March 2019