



**City of Pikeville
Garfield Center,
RV Park &
Fire Department
Training Center**

Lease Agreement

Revised April 13, 2009



Community Center Rental, RV Park Rental & Pikeville Fire Department Training Facility Operating and Rental Policies

The City of Pikeville's Garfield Center is located at 178 College Street, Pikeville, KY and the Fire Department Training center is located at Fire Station 1 on Chloe Road, it is the policy of the City of Pikeville to make these rental facility available on a nondiscriminatory basis, while to offer the facilities at a modest fee to offset operating expenses. Permission to use the facility, whether rented or provided at no charge, is not considered to be an endorsement of or sponsorship of any group, individual, organization or event.

1. Reservations. A confirmed "Facility Use Agreement" is required to reserve any meeting area. A signature and payment of all rental fees, is required to confirm. By signature, lessee agrees to comply with the City of Pikeville Policies and Procedures.

Applications for use during any calendar year (January 1 – December 31) are processed as received and granted on a first come first serve basis. The status order of a reservation is determined by the date of receipt by the City of Pikeville of the signed application with deposit, not the date of the initial inquiry.

Requests for reservations shall be made through the Event Planning Office for the Garfield Center and Fire Clerk at Station 1 for the Fire Training Center. For more information regarding the community center rental and agreement please contact us at the information given below or log onto www.cityofpikeville.com.

The City of Pikeville reserves the right to refuse any lease request if made less than ten (10) working days notice.

Set up and take down time must be included in the reservation. Reservations are limited to those dates, times, rooms, and areas listed in the "Facility Use Agreement".

2. Damage Report Fee. A damage deposit fee of \$100.00 or as listed below is required for the use of these facilities. Damage deposit fees shall be deposited in the City of Pikeville General Fund. Deposits are to be returned to the lessee within thirty (30) days after the event when guidelines have been adhered to and no damage resulted in the use of the facility.

Damage deposit fees are refundable unless event extends beyond reserved area; facility or equipment is damaged; fights; vandalism or improper conduct occur; the facility is not left clean; or Police assistance is required. Excessive cleaning by the City includes any cleanup beyond agreement as outlined in the Fees below. These fees will be taken from the damage deposit and the lessee will be billed for any fees greater than the deposit.

The lessee shall be responsible for all claims, damages or accidents occurring in any part of the facility damaged by any act, omission, defaults, subcontractor, employees, patrons, guests, admitted to the facility by lessee, or negligence of the lessee. Lessee will pay the City of Pikeville in full, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of the lessee; or at the option of and with the approval of the City, will make such restoration and repairs at their own expense.

A cancellation made seven (7) days prior to rental date of these facilities is entitled to full reimbursement of refund deposits. If cancellation is made without the proper notice this will forfeit any refund of the rental fee deposit, however the damage deposit will be refunded.

3. Hours Available. Normal use of these shall be between the hours of 9:00 a.m. and 11:00 p.m.. This will include clean-up time. Exceptions for the Fire Training Center may be considered on a one on one basis with either the Fire Chief or City Managers approval.

4. Access to Building. The leasing fee includes the use of the requested room or rooms, utilities, normal maintenance and use of tables and chairs. Persons leasing the Garfield Center may pick their key up during normal business hours at the Administration office located at the Garfield Center or they may show their signed "Facility Use Agreement" to the dispatcher on duty at the City Police Department at 101 Division Street, Pikeville, KY 41501 to obtain a key to unlock the facility. Persons leasing the Fire Training Facility will be let into the facility upon arrival by the fire department personnel. Persons will need to visit the fire station administrative office to let them know that you are ready to gain access to the room. It will be the lessee's responsibility to open and secure the building after leaving. The key must be **TAKEN BACK TO FIRE PERSONNEL UPON LEAVING THE building**. Failure to return the key will result in loss of deposit.

Rental Fees. Rental fees are based upon the period listed and approved on your lease agreement ONLY. This period cannot exceed 8 hours as it will be listed on the lessee agreement. Each lessee is allowed an hour before an event for preparation and an hour after event for cleanup. Giving a maximum schedule time of the facility including cleaning time of 10 hours.

Lessee will be required to pay a \$100.00 Damage Report Fee, plus your rental fee and a clean-up fee will be optional. Damage Report Fee will be refundable if all rules are followed as explained.

Lessee may choose the self clean-up option; Lessee and/or their caterers are responsible for removing all food, trash, etc from the leased space and depositing it in the trash containers at the rear of the facility. Mop, broom, rags, trash bags and other needed cleaning supplies will be available for Lessee to do cleaning detail to reduce their fees. The clean-up fee will be as follows. If after inspection, clean up is satisfactory, then no additional fees may be applied. If, however, facility is not cleaned the clean up fee may be deducted from the Damage Report Fee.

If Lessee chooses to have the City handle the detail clean up, then the fees will be as listed in the schedule below. Lessee will still be responsible for clearing all trash into trash bags and removing and refuse or debris from the room and placing it in the trash cans located in the back of the facility. Failure to do so will result in having the clean up fee as listed below applied and deducted from the Damage Report Fee. The mailed refund will be less the clean up fee.

CLEAN-UP FEE SCHEDULE

Facility	City Use City Sponsored	City Non-Profit	Out of City Non-Profit	Individuals living or working in the City	Individuals living out of the city	City Business	Non-City Business
Event Room	\$0.00	\$0.00	\$45.00	\$45.00	\$45.00	\$45.00	\$75.00
Event Room & Kitchen	\$0.00	\$0.00	\$80.00	\$80.00	\$80.00	\$80.00	\$100.00
FIRE Training Room	\$0.00	\$25.00	\$25.00	\$25.00	\$50.00	\$25.00	\$50.00

RENTAL FEE SCHEDULE

Facility	City Use City Sponsored	City Non-Profit	Out of City Non-Profit	Individuals living or working in the City	Individuals living out of the city	City Business	Non-City Business
Deposit	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$150.00
Event Room	\$0.00	\$20.00	\$50.00	\$35.00	\$45.00	\$35.00	\$60.00
Event Room & Kitchen	\$0.00	\$30.00	\$65.00	\$45.00	\$55.00	\$50.00	\$75.00
Fire Training Room	\$0.00	\$25.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Table & Chairs	No Charge						
Podium	\$5.00						
Power Point Projector	\$10.00						
Projector Screen	\$5.00						
Table Cloths	\$10.00 each						

Note: Rental Fees are based on a 5 hour max schedule of use. Any person or organization will be charged an additional \$5.00 per hour for every hour after the first 5 hours.

5. The City of Pikeville may participate in co-operative or joint programs with other agencies, organization, institutions, or individuals as part of its own efforts to address information needs and to facilitate information access in the community. Sponsorship is at the discretion of the City of Pikeville and can include waiving rental fees in part or in whole. These sponsored programs may include, but not limited to, speeches, community forums, discussion groups, demonstrations, displays and live or media presentations. Sponsored events must be open to the general public, observe all facility use policies and have written approval as a sponsored event prior to being scheduled.

6. No partisan or religious functions will be permitted except in the following cases: Use of a voting precinct, precinct organizational meetings, non-partisan meetings, meet the candidates programs, singings and socials by religious groups.

7. For non-commercial events such as family reunions, birthday parties, weddings, family events or etc., the person hosting the event must complete the application and his/her address is used to determine the appropriate fee. The person signing the agreement will be held accountable to ensure all information provided is correct and true. Any false statements or information will result in a loss of fees and will forfeit being able to lease any other city facility.

8. Parents or guardians must sign the reservation form on behalf of any lessee under 21 years of age. Anyone under 21 years of age and youth groups requesting the use of the facility must ensure an adult chaperone ratio of one (1) adult per fifteen (15) minor children.

9. The City of Pikeville reserves the right to schedule multiple bookings when the additional booking does not interfere with the primary lessee's booking.

10. The following uses require approval of the City Manager and may require additional permits and or licenses: These requests will only be considered on a very unusual case.

1. Charge for admission, sell tickets, or take subscriptions or collections
2. Selling or offering of merchandise

The City of Pikeville reserves the right to interrupt, terminate or cancel an event when in the judgment of the City Manager, Fire Chief, Chief of Police or the Event Planning Clerk, determines that such act is necessary in the interests of public safety and/or the user is in violation of this policy. User waives any claims for damages or compensation should the event be interrupted, terminated or cancelled.

Advertising/promotion of events, meetings, programs, etc, for which space within the facility has been reserved, must clearly state the sponsor of the event, a local contact person and a telephone number. Promotional materials, press releases, etc, must be worded so it is clear to the general public the event is not sponsored by the City of Pikeville. Non-compliance with this policy may lead to immediate cancellation of the event, forfeiture of rental fees paid and loss to lease any other venue under the City of Pikeville control.

Use of Kitchen. Rental of the facility may include use of the kitchen. Kitchen users must make their own catering arrangements. Lessee must provide utensils, plates and all other supplies. The kitchen is not equipped for large-scale food preparation or catering. **NO HEAVY COOKING or FRYING.** Use of receptacles, countertop, sink, water and refrigerator will be part of the agreement. If Lessee chooses to pay for the clean up fee option, Lessee will still be responsible for putting all trash into trash bags and removing and refuse or debris from the room and placing it in the trash cans located in the back of the facility at the Garfield House and the dumpster at the Training Center. Failure to do so will result in having the clean up fee as listed below applied and deducted from the Damage Report Fee. If Lessee selects to clean on their own all clean up supplies will be provided.

11. Sign and Decoration Placement. All decorations, scenery, etc., shall be erected without defacing the facility in any way and are subject to the approval of the City of Pikeville. All signs, decorations, scenery, etc., shall be installed and removed from the facility within the time reserved. No items, materials may be affixed to walls, doors, flooring, furniture, etc., that will leave a residue, stain, scratch or otherwise mar these surfaces. ABSOLUTELY NO THUMB TACKS, STAPLES OR HOLES of any kind on any wall or surface. **No smoking**, use of candles, open flames, decorations which may be flammable or combustible, smoke or fog generating equipment or apparatus is allowed. No flyers, banners or event information may be pasted outside the building. Any damage that may occur will be the responsibility of the lessee to pay to repair or replace.

12. Miscellaneous Provisions.

- a. No items may be stored for any user/group within the facility.
- b. All supplies and equipment used in an event must be removed from the facility at the completion of each reservation period.
- c. No alcoholic beverages other than Wine and champagne may be served at the Garfield House. Absolutely no alcoholic beverages are allowed in the Training Center or on the property of the Fire Department facilities.
- d. The City shall have the right to control and operate the public portions of the facilities, the heating and air conditioning and common use areas, in a manner deemed most appropriate for the City.
- e. City equipment shall not be removed from the facility.
- f. The lessee shall not assign or sublease the space covered by the "Facility Use Agreement".
- g. No person shall be allowed to have firearms, knives, explosives or any other weapons in the facility or on the premises at any time.
- h. The lessee acknowledges and approves that the center is under surveillance with security cameras that will be observed by City personnel during the event
- i. Users shall observe posted room capacities.
- j. Bathroom is available on the 1st floor. Handicap facility is located behind the facility in the park bathroom for the Garfield Center.
- k. There is to be no confetti, glitter or rice used in decorating or throwing. Birdseed may be thrown outside only.
- l. All music/musical performances must end at or before 10:00 p.m.. Music must not be heard on the streets adjacent to the facility. Lowering of music level must follow all complaints. If city determines levels are too high, city will have a right to stop all music.

Garfield Center & RV Park Contact:

City of Pikeville
Robbi Howell
178 College Street
Pikeville, KY 41501
Phone: (606) 444-5286
Fax: (606) 444-5294
e-mail: rhowell@pikevillecity.com

Station 1 Fire Training Center

City of Pikeville Fire Department
Rita Adkins
104 Chloe Road
Pikeville, KY 41501
Phone: (606) 437-5125
Fax: (606)
e-mail: radkins@pikevillecity.com



City of Pikeville

118 College Street

Pikeville, KY 41501

Phone (606) 437-5100 FAX (606) 444-5294

DATE OF EVENT				
DAY OF WEEK				
EVENT TITLE				
TYPE OF EVENT				
GROUP				
CONTACT NAME				
DAY PHONE				
EVENING OR CELL #				
ADDRESS				
CITY		STATE		ZIP

Time you will be in building	
Estimated attendance	

Note: Please read agreement to fully understand hours of operation.

Fees

Deposit	\$100.00
Rental Fee	
Clean-fee if applicable	
Table Cloth Fee	
Equipment Fee	
TOTAL FEE	

I will waive the cleaning service and will clean the facility myself. Answer with YES or NO.	
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CITY OF PIKEVILLE RV PARK RULES AND REGULATIONS

Rules and Regulations are provided to protect Pikeville RV Park patrons for the enjoyment, convenience and health and safety of guests. The rules should be observed in the spirit of consideration for others. Campers/guests who fail to obey the Rules and Regulations may be asked to leave.

1. Length of stay: Up to 21 days stay in a 60-day period, which begins on date of first arrival and maximum of 60-days per calendar year. This applies to owner/operator of the RV/camper/trailer, all occupants, and the RV/camper/trailer itself.
2. Check-in 1:00 p.m. till 10:00 p.m./check-out 12:00 Noon. Visitors must vacate the RV Park by removing all RV's, camping vehicles, trailers, passenger vehicles and personal property before Noon on the ending date of the permit.
3. Fees must be paid in advance upon registration. All registrations will be charged to a MasterCard or Visa credit card (No cash or checks). Registrations may be made on-line by visiting www.cityofpikeville.com by clicking on RV reservation on front page or by calling Monday through Friday 606-444-5286. If no-one answers the phone, please leave a message and the attendant will call you back within a couple of hours. Upon confirmation with spot number, each location will be given a code number to the lock on each utility. Please make 100% certain lock is placed back on box when leaving. Anyone leaving without putting lock back will be charged a \$10.00 fee to the credit card on file from the registration.
4. Any changes to reservations and/or cancellations must be given at least 5 days prior to scheduled arrival date. Failure to give a 5 day notice for a change of arrival date will result in the loss of the entire reservation.

Cancellation fee: the 1st day's fee will be charged to credit card, if not cancelled at least 5 days prior to arrival date. No-shows will also incur a 1st days fee to credit card. NO EXCEPTIONS

5. RV's, camping vehicles and trailers must remain on wheels at all times.
NO EXCEPTIONS
6. RV's, camping vehicles and trailers must be parked head in/or head out only. No sideways or diagonal parking. Violators will be ticketed with a \$50.00 fine.
7. Vehicles must be parked on the concrete of assigned space. Parking past the concrete slab may result in a parking citation.
8. MOTORCYCLES or VEHICLES with RV or Camper must be parked on RV site. No extra vehicles may be parked in the ball park parking lot or outside RV area.

9. Requests for refunds, stay extensions or early departures must be made by calling 606-444-5186 before leaving the Park
10. Waste/sewage and water MUST be deposited in sewer connection only and may not be deposited directly on any pavement, dirt or vegetation. Violators will be issued a littering citation of up to \$500.00.
11. The speed limit is 35 M.P.H. on main road and 5 M.P.H. on RV lot road.
12. Mopeds and bike riding are prohibited in the RV lot area.
13. Proof of rabies inoculation and all vaccines are required for all dogs. Aggressive dogs will be removed and banned from the park.
14. Pets must be contained or restrained on a leash of less than 6 feet at all times. Pets may not be left unattended outdoors at any time. Continuous barking is not permitted.
15. Droppings and accidental waste material from pets must be picked up immediately and removed to trash can. Limit two (2) pets per site.
16. A maximum of eight (8) persons allowed per RV/camping site.
17. Campground visiting hours are from 8 am until 10 pm. No one other than those staying at camp site should be at park outside listed hours. This includes the ball park and playground area.
18. Registered guests and all other users of this property are liable for all property damages.
19. Quiet hours are from 10:00p.m. until 6:00 a.m. daily. (Generators may be operated only between the hours of 8:00a.m. and 8:00p.m.) Please ensure that speakers, radios, televisions, etc. or other machinery do not emit sound beyond your space. Violators will be ticketed.
20. Rowdiness, loud music, abusive language, drunkenness, and possession or use of drugs will not be tolerated at any time. Any violators will be asked to leave park.
21. Guests must keep their site clean and free from clutter at all times.
22. No vehicle repairs, maintenance activities, fluid changes, washing/rinsing of vehicles/RV's are permitted in the Park.
23. Rope, wire or string may not be attached to trees, vegetation, poles or City property at any time.
24. All property must be in the confines of assigned space. Parking on access road prohibited.
25. No overnight outdoor sleeping is permitted.
26. Fires are permitted only on BBQ grills. **No open fires permitted.** Do not use the BBQ's for open fires.
27. Let coals extinguish themselves in barbeque. Do not remove.

28. Absolutely no firearms, fireworks, explosives, or weapons of any kind are permitted within any RV, vehicle of any kind, or on the person of any guest.
29. Youths under 18 years of age must be accompanied by a parent or a guardian at all times while at RV site.
30. All federal, state, and local laws must be obeyed at all times.
31. All signs, posted notices and directions of the city must be obeyed. Non-compliance may result in immediate loss of parking privileges.
32. The City of Pikeville assumes no responsibility or liability for the safety and security of campers/visitors and their personal property.
33. The City of Pikeville reserves the right to make changes deemed necessary in these regulations. We reserve the right to refuse services to returning guests that have violated our rules and regulations and or have vacated the park without paying all fees.

Occupants and their vehicles may be removed for failure to pay full amount of space rental when due or for failure to comply with the written rules and regulations of the Park. Responsible law enforcement agency: City of Pikeville Police Department 600-437-5111.

RATES

**Check-out Time is 12:00 p.m. (noon)*

**Check-in time is 1:00 p.m. until 10:00 p.m.*

**Quiet Hours Weekdays 10 p.m. - 6 a.m.*

**Quiet Hours Weekends 10 p.m. - 6 a.m.*

**Pets are welcome - must be kept on a leash and follow rules*

Down-Payment Policy:

Credit Card REQUIRED to reserve spot

Cancellation Policy:

5 Day Cancellation Policy

Reservation made by visiting www.cityofpikeville.com or

Reservations made by calling 606-444-5286

Rates for RV Sites: \$25.00 per site per day

As reservations are confirmed party will be given a code to unlock the padlock for the utilities. Pad lock must be returned and locked upon leaving or party will access a \$10.00 fee on credit card.

Fee includes:

Electric box hook-up

Sewer site hook-up

Water hook-up

Cable TV basic package hook-up

Free Wi-Fi internet service

Trash Can

Picnic Table

BBQ Charcoal grill

Directions to RV Park:

US 23 North at Pikeville KY take Exit 23 take an immediate right at top of ramp. Go less than a tenth of mile and take a left onto Bob Amos Park Road. RV Park is located at 2nd driveway on the right on Bob Amos Park Road beside 1st baseball field.

US 23 South at Pikeville KY take Exit 23 take an immediate left at top of ramp. Go less than a tenth of mile and take a left onto Bob Amos Park Road. RV Park is located at 2nd driveway on the right on Bob Amos Park Road beside 1st baseball field.

Bob Amos Park Amenities:

Park closes at dark and opens at daylight:

Overlook to 8th wonder of the world -- Cut through project.

YMCA

2 Baseball fields

1 little league field

Tennis Courts

Basketball court

Walk track

5.4 mile mountain bike/walk trail (2.5 mile nature walk)

Outdoor unmanned visitor center with pamphlets

2 playgrounds

2 Picnic shelters

Beautiful scenery

Phone Numbers

IN CASE OF EMERGENCY CALL

911

You are located at Bob Amos RV Park in the City of Pikeville

For questions or issues Monday through Friday 8:30 am till 5:00 pm

Please Call

606-444-5286

After business hours, you may call the

Pikeville Police Department at

606-437-5111

For emergencies dial:

911