

# The Chapel at Apple Patch Terms and Conditions of Use:

## Terms of Use

**Rental Fees:** A rental fee of \$175, plus a \$100 refundable damage deposit includes the use of the Chapel, Gazebo, Chapel Garden and heating and cooling as required for a rental period of 2 hours. The \$100 deposit will be refunded within three weeks after the event if no damages occur. All Fees shall be paid in advance and the reservation secured at the time the Terms of Use Agreement is signed. Unpaid, returned checks will result in the immediate cancellation of the reservation.

**Rental Hours:** The rental period is for one 2 hour block of time that would allow for setup, rehearsal, the ceremony/service and cleanup. Blocks of time are scheduled around the ceremony start times of 2 p.m., 4 p.m., and 6 p.m. Variation from these hours will be considered for valid reasons provided the Chapel schedule permits and with the knowledge an additional fee may be incurred.

**Cancellation Policy:** Cancellations must be in writing within 90 days in advance of the date to receive a full refund. Any reservation cancelled in writing in less than 90 days in advance of the event will forfeit the \$100 deposit.

**Setup/Cleanup:** All deliveries, setup, decorating and cleanup must be done within the 2 hour block of time set forth in the Terms of Use Agreement. The Chapel shall be cleaned immediately following the event and if this fails to happen, Apple Patch Community, Inc., may do so at the lessee's expense and deduct the cost from the damage deposit. Apple Patch Community, Inc., may repair any damage caused by the lessee's occupancy, at the lessee's expense and deduct the cost from the damage deposit. If the cost of cleanup or repair 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.

**Decorations:** The Chapel and Gazebo may be decorated, but the use of nails, tacks, screws, tape or other adhesives is strictly prohibited. Only removable tacky putty will be allowed, so as not to deface the premises. Only non-drip candles are allowed. Only bird seed may be tossed outside the Chapel immediately following the ceremony.

**Alcoholic Beverages:** The serving of alcoholic beverages is prohibited in the Chapel or on the Chapel grounds. Apple Patch Community, Inc., reserves the right to cancel the Terms of Use agreement immediately upon the breach of these terms.

**Marriage License:** The Bride and Groom must present a valid Kentucky marriage license to a designate of Apple Patch Community, Inc., prior to using the Chapel.

**Access to Facility:** Lessee understands and agrees Apple Patch Community, Inc., be entitled to have its representative present at all times during the event, and such representative shall have access to the facilities at all times.

**Prohibited Activities:**

- **No smoking in the Chapel.**
- **No Alcoholic beverages of any kind may be served/consumed on Apple Patch grounds.**
- **No driving or parking on the grass.**
- **No explosive or highly flammable substances may be brought onto the grounds or into the Chapel.**

**Breach of Lease:** APPLE PATCH COMMUNITY, INC., RESERVES THE RIGHT TO CANCEL THE LEASE IMMEDIATELY UPON THE BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS LEASE. Apple Patch Community, Inc., 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 Apple Patch Community, Inc.

**Impossibility:** This agreement is, however, subject to termination for cause without liability to Apple Patch Community, Inc., 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 Apple Patch Community, Inc., render the requested facilities inoperable, unavailable, or unsuitable for their intended purpose, Apple Patch Community, Inc., 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 Apple Patch Community, Inc., 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 in the Lessee, and neither the Lessee nor any other persons employed by him or her shall be deemed or considered employees or agents of Apple Patch Community, Inc.

**Release From Liability and Indemnity: CAUTION!! – READ BEFORE SIGNING** – Lessee shall protect, indemnify, hold harmless and defend Apple Patch Community, Inc., 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 Apple Patch Community, Inc., 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, Apple Patch Community, Inc., 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 Apple Patch Community, Inc., 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 Chapel pursuant to this Lease. Lessee further agrees not to sue Apple Patch Community, Inc., 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:** The Lessee may not assign this Lease.

Event Lease Date: \_\_\_\_\_

Event Lease Time: \_\_\_\_\_

I/We agree to the terms of the above lease:

Lessee(s): \_\_\_\_\_

Name

Phone # \_\_\_\_\_

\_\_\_\_\_  
Name

Phone # \_\_\_\_\_

Apple Patch Community, Inc., Representative:

\_\_\_\_\_  
Name

Date: \_\_\_\_\_