

# Weddings at Central Presbyterian Church

## License Terms and Conditions

**License Fee and Damage Deposit:** A License Fee of \$850 plus a \$500.00 refundable Damage Deposit includes use of the sanctuary OR chapel, 2 dressing rooms, organ and/or piano, heating and cooling as required for a rental period of five hours. The Licensee shall pay \$650 of the License Fee and the \$500 Damage Deposit in full the day the License Agreement is signed to secure reservation. **\$200 of the License Fee shall be paid directly to the church representative no later than two weeks before the wedding.** Central Presbyterian Church (the Licensor) may repair any damage caused by Licensee or occurring during Licensee's occupancy, at Licensee's expense, and deduct the cost from the Damage Deposit. If no damages occur the Damage Deposit will be refunded within three weeks after the event.

**Failure to Pay License Fee and Damage Deposit:** In the event that the Licensee shall fail to pay the License Fee and Damage Deposit on the day payment is due, the reservation shall automatically be cancelled.

**License Hours:** The license period is for five hours, which includes one hour for rehearsal, two hours for setup and two hours for the ceremony and cleanup.

**Organ practice, decorating and photography must be completed within the allotted time set forth in the License 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 for organ practice, decorating or photographs at the cost of \$100.00 per hour. No additional hours may be purchased on the day of the event. Please keep in mind that you will be billed the hourly rate of \$100.00 per hour for any additional time over your allotted five hours.

**Cancellation Policy:** The Licensee may cancel the reservation in writing 90 days in advance of the Event, and receive a full refund. If the Licensee cancels the reservation less than 90 days in advance of the Event, Central Presbyterian Church shall retain the License Fee and refund the Damage Deposit.

**Decorations:** Subject to the supervision and approval of Central Presbyterian Church, Licensee may decorate the sanctuary or 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 candelabras are to be used, candles must be of the no-drip type or glass enclosed. If pew candles are to be fastened to the pew ends, candles must be glass enclosed 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. No other type of open flame is permitted. **Birdseed may be tossed at the Wedding Couple upon departure from the building. Silk rose petals may be tossed during the ceremony but must be cleared immediately following the ceremony by the Licensee or their florist.**

**Organ Use:** Any contracted musician may use the E. M. Skinner pipe organ for a wedding. The Church Representative will unlock and lock the console for the organist. The organist must use organ shoes or sock/stocking feet when playing the pedals. Under no circumstances may the organist use street shoes. Visiting organist may use Memory Levels C and D for preparing pistons (Levels A and B are not to be changed). No beverages or liquids are permitted on or around the organ console. The console is not to be moved from its present location.

**Piano Use:** Any contracted musician may use the Steinway Grand piano for a wedding. The piano may be moved on the chancel area with the permission of the Church Representative. The piano lid may be opened to either the low or high levels. The music rack is not to be removed. No beverages or liquids are permitted on or around the piano.

**Central Presbyterian Church Access to Facility:** Licensee understands and agrees that Central Presbyterian Church 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:** Central Presbyterian Church heating and cooling system allows only heat or air conditioning, one or the other, but not both at the same time. The heating or cooling cannot be turned on or off on a day to day basis. As the seasons change from spring to summer, and as summer turns to fall, there are always a few uncomfortable days. We monitor the actual and expected temperatures during these weather transitions as we make the decision to turn on the heating or cooling, depending on the season.

**Public Address/Sound System:** Central Presbyterian Church provides four microphones: a lapel microphone for your minister, a soloist microphone, a fixed lectern microphone and a fixed pulpit microphone. If you wish to use taped music or CDs you must provide your own sound system. Any outside equipment brought into the church building by the Licensee or their service personnel may not be plugged into the Church's existing sound system. Licensee and their service personnel will have no access to the Church's sound control board.

**Alcoholic Beverages:** No alcoholic beverages of any kind may be consumed in Central Presbyterian Church. Licensee and/or their guests will be asked to remove any alcoholic beverages from the facility immediately upon observation. **CENTRAL PRESBYTERIAN CHURCH RESERVES THE RIGHT TO CANCEL THE LICENSE IMMEDIATELY UPON THE BREACH OF THESE TERMS. Central Presbyterian Church may cancel prior to or during the Event.**

**Service Personnel:** Licensee 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 License Agreement. A Central Presbyterian Church Representative will be on duty to unlock and lock the Facility, unlock and lock organ, turn on lighting, turn on the sound system and oversee setup and cleanup after the event. **Licensee is responsible for making arrangements to have all decorations removed immediately following the event. Any Church furniture or Church decorations that were taken down or moved for the wedding must be returned to its original location. All rental equipment must be moved to a designated location for pickup within 48 hours after the Event.** Central Presbyterian Church assumes no responsibility for rental equipment stored in the building for later pickup.

**Cleanup and Damage Policy:** Licensee shall provide for clearing of Central Presbyterian Church after the Event. If the Licensee fails to clear immediately after the Event, Central Presbyterian Church may do so at the Licensee's expense, and deduct the cost from the Damage Deposit. Central Presbyterian Church may repair any damage caused by Licensee or occurring during Licensee's occupancy, at Licensee's expense, and deduct the cost from the Damage Deposit. Licensee shall reimburse Central Presbyterian Church 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 Central Presbyterian Church, caused by any act or omission of the Licensee'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, Licensee 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:** Licensee understands and agrees that the Facility is customarily used by more than one party concurrently, and agrees to allow Central Presbyterian Church 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. Licensee agrees to cooperate with the efforts of Central Presbyterian Church to control sound volume for the benefit of all renters of the Facility.

**Prohibited Activities:**

- No Smoking is permitted in the church building.
- No Alcoholic beverages of any kind may be served and/or consumed in the church building or its grounds.
- No tossing of rice or rose petals is permitted.
- Licensee shall not operate or permit the operation in the Facility of any machinery or equipment operated by electricity or other power without approval of Central Presbyterian Church.
- Licensee shall not permit explosive or highly inflammable substances to be brought onto the grounds or into the Facility.

**Signage:** Licensee agrees to cooperate with the efforts of Central Presbyterian Church to maintain the integrity and aesthetic quality of our facility by not posting, nailing, screwing or otherwise attaching anything to columns, walls, floors, or other parts of the building, furniture or grounds. If Licensee fails to do so, a fee for removal and cleanup (\$200.00) will be charged to the Licensee and will be deducted from the Damage Deposit.

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

**Breach of License: CENTRAL PRESBYTERIAN CHURCH RESERVES THE RIGHT TO CANCEL THE LICENSE IMMEDIATELY UPON THE BREACH OF ANY OF THE TERMS AND CONDITIONS** of this License. Central Presbyterian Church may cancel prior to or during the Event. Upon cancellation for breach, Licensee shall forfeit the Damage Deposit, the License Fee, and all monies paid to Central Presbyterian Church or its Representatives.

**Impossibility:** This agreement is, however, subject to termination for cause without liability to Central Presbyterian Church, 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 Central Presbyterian Church render the requested facilities inoperable, unavailable, or unsuitable for their intended purpose Central Presbyterian Church 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 License shall be construed as reserving to Central Presbyterian Church any right to exercise control over or direct the activities, business or operations of the Licensee 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 Licensee, and neither the Licensee nor any other persons employed by him or her shall be deemed or considered employees or agents of Central Presbyterian Church.

**Release From Liability and Indemnity: READ BEFORE SIGNING** - Licensee shall protect, indemnify, hold harmless, and defend Central Presbyterian Church, 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 Licensee's operations or by reason of any act or omission of Licensee 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. Licensee further assumes the risk and releases Central Presbyterian Church, 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 Licensee's use of the facility,

**regardless of fault.** Specifically, Central Presbyterian Church 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 Licensee's operations or by reason of any act or omission of Licensee or its guests, invitees, musicians, florists, decorators, parking personnel, employees or agents. By signing the License Agreement, Licensee fully agrees to these terms, and Licensee promises and warrants that he/she fully understands the terms and accepts the terms freely, knowingly, and voluntarily.

**Waiver/Covenant Not to Sue: READ BEFORE SIGNING** - Licensee fully waives, releases and discharges Central Presbyterian Church from all claims, damages, actions, causes of actions, and liability now existing or hereafter arising out of or in any manner connected with the Licensee's use of the Facility pursuant to this License. Licensee further agrees not to sue Central Presbyterian Church based upon liability now existing or hereafter arising out of or in any manner connected with the Licensee's use of the Facility pursuant to this License. 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 Licensee may not assign this License.

Revised 09/20/10

Names of Couple: \_\_\_\_\_

Address(es) of Couple: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Rehearsal: \_\_\_\_\_ Start Time of Rehearsal: \_\_\_\_\_

Date of Wedding: \_\_\_\_\_ Start Time of Wedding: \_\_\_\_\_

We have read the License Terms and Agreement and Frequently Asked Questions and we understand and agree to abide by the provisions set forth in this License.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Mail the complete signed license agreement along with a check made payable to Central Presbyterian Church for \$1150 (\$650 of the License Fee and \$500 Deposit) to Central Presbyterian Church, 318 W. Kentucky Street, Louisville, KY 40203.

A copy of the signed agreement will be sent to you as a confirmation of your reservation.

Office use: \_\_\_\_\_

Clerk notified (date): \_\_\_\_\_

Payment received (ck# and amount) (attach check copy)