## CLUB FACILITIES, LLC dba THE SIGNATURE CLUB OF LANSDOWNE 3256 Lansdowne Dr. – Lexington, KY 40502 THE GRAND BALLROOM RENTAL AGREEMENT

(the "Agreement")

This is an Agreement between Club Facilities, LLC d/b/a The Signature Club of Lansdowne ("Signature Club" and the "Club") and the "Responsible Party" indicated in the Key Terms below the Signature Club's Grand Ballroom ("Ballroom") in accordance with the terms and conditions set forth below.

## **KEY TERMS**

Responsible Party ("you" and "your")		
Date of Event: Thursday July 24, 20		
Type of Event: Police Activities Leagu	e 40th Anniversary Luncheon	
	Beginning Time	<b>Ending Time</b>
Event		
Setup/Teardown Access	7 AM	4 PM
Estimated number of guests (200 max. Will more than 25% of your guests be	· · · · · · · · · · · · · · · · · · ·	
Address: 200 East Main Street, Lexingt	on, KY 40507	
Cell Phone: (859) 948-3098		
Email: cdoane@lexingtonpolice.ky.gov	,	
ADDITIONAL COMMENTS.		

LINENS (select only one): X Basic Linens ☐ Floor Length Linens

BALLROOM RENTAL FEE:	\$900.00
VALET CHARGE	TBD
6% SALES TAX:	Tax exempt email certificate
TOTAL:	900.00
INITIAL RENTAL FEE PAYMENT: (DUE AT SIGNING)	450.00 Due Now
BALANCE DUE:	450.00
BALANCE PAYMENT DEADLINE:	Due 5-24-25
SECURITY DEPOSIT:	\$

- 1. <u>KEY TERMS</u>: Unless otherwise indicated, the "Key Terms" set forth above are incorporated throughout this Amendment and reference shall be made to the Key Terms in the event of conflict.
- 2. **RESERVATION CONFIRMATION:** Dates and events are not reserved until the Club has received both (i) this fully executed Agreement and (ii) the full first payment identified in the Key Terms above. <u>ALL PAYMENTS ARE NON-REFUNDABLE</u>. Except as otherwise provided for in this Agreement, the payments will be applied toward your rental fee.
- 3. **RESCHEDULING EVENTS:** If you desire to change the date of your event, you must give the Club at least ninety (90) days' written notice. If you do not, your event may be rescheduled only in the sole discretion of the Club, which may be withheld, and no refund shall be issued. The Club does not guarantee availability for rescheduling and the rescheduled event will not be given priority over existing reservations. <u>EVENTS MAY ONLY BE RESCHEDULED ONCE AND THE NEW DATE MUST OCCUR WITHIN ONE (1) YEAR OF THE ORIGINAL DATE. IF AN EVENT IS CANCELLED A SECOND TIME, ALL PAYMENTS ARE FORFEITED.</u>
- **4. RENTAL FEE:** Use of the Ballroom is limited to the day of your event identified in the Key Terms above and includes 4,000 square feet indoors along with a 2,000 square feet outdoor private Grand Terrace balcony; tables, table linens, and chairs for up to two hundred (200) guests; dressing room; stand-alone bars; podium with microphone; audio/visual equipment; cleaning services; and one set-up and one break-down of tables and chairs. Maximum capacity is two hundred (200) persons. Dishware, dance floor, and additional linens are available at an additional charge. Full payment/balance of your rental fee for the use of the Ballroom is due no later than ninety (90) days prior to your scheduled event. If your reservation is made less than ninety (90) days from your event, full payment will be due at that time. <u>ALL PAYMENTS ARE NON-REFUNDABLE</u>. You must ensure your party, all guests, and all caterers, vendors, and others present for your event have fully vacated the Club before the ending time(s) indicated in the Key Terms above. Failure to timely vacate may result in overtime charges at the rate of \$50.00 per 15 minutes to compensate the Club for additional staff costs.
- 5. SECURITY DEPOSIT: The security deposit identified in the Key Terms above shall be paid no later than two (2) days before your event by check. The security deposit check will be held and dispersed for damages to the premises or any damage and/or theft of Club property, equipment, fixtures, audio/visual equipment, remotes, and similar items. The security deposit shall be reimbursed within ten (10) days after your event, minus any damage or theft which occurs during your event. Nothing in this section shall operate as a limit or cap on your liability for damages and theft during your event in the event the same is greater than the security deposit.
- **6. SMOKING POLICY:** Absolutely NO SMOKING is permitted inside any part of the Club. Your guests must be directed outside in front of the Ballroom or on the private Grand Terrace balcony to smoke. The Club reserves the right to ask you and your guests to relocate or cease smoking on the premises entirely if Club staff determine it is interfering with other guests' or Club patrons' use or enjoyment of the Club premises.
- 7. <u>CHAPERONE POLICY:</u> Events with guests under age eighteen (18) must have adult chaperones and minor guests must be supervised at all times while on the Club premises. It is solely your responsibility to ensure an adequate number of appropriate chaperones are in attendance for your event. Without limiting the foregoing, you must provide at least one (1) qualified chaperone for every ten (10) underage guests.
- 8. SERVING ALCOHOL: You may not hire a bartending service to serve alcohol, and no caterer will be permitted to serve alcohol without prior Club approval and compliance with this section. Alcohol may be served in the Ballroom for your event ONLY IF your caterer is Club-approved, has a current/valid caterer's liquor license registered in Fayette County, and maintains liquor liability (dram shop) coverage in their insurance policy in amounts determined to be acceptable by the Club. The caterer's licenses, insurance certificates, and other requested documentation must be on file with the Club at least fourteen (14) days prior to your event. The Club reserves the right to restrict alcohol consumption and service at your event if you do not strictly comply with these requirements. THE CLUB DOES NOT PROVIDE ALCOHOL AND DOES NOT MONITOR YOUR CATERER FOR COMPLIANCE: IT IS YOUR RESPONSIBILITY TO ENSURE ALCOHOL IS SERVED AT YOUR EVENT RESPONSIBLY AND IN COMPLIANCE WITH THIS AGREEMENT AND KENTUCKY LAW.
- 9. CONSUMPTION OF ALCOHOL: THE CLUB PROHIBITS THE POSSESSION OR CONSUMPTION OF ALCOHOL BY ANYONE UNDER THE AGE OF TWENTY-ONE (21)—NO EXCEPTIONS FOR ANY REASON WHATSOEVER. Alcohol is prohibited if approximately twenty-five percent (25%) or more of the guests are less than 21 years of age at the time of your event. If your event involves these conditions, admission shall be by prior invitation only and you shall not sell entry tickets or passes at the door.

- 10. VENDORS/CATERERS: You are responsible to direct your vendors how to properly set up the Ballroom for your event. If your event is on a weekend, you are required to use a Club-approved caterer: use of an unapproved caterer/vendor shall entitle the Club to terminate this Agreement, cancel, or postpone your event, and in every case without a credit or refund. It is not the responsibility of Club staff to move furniture other than the set-up and break-down of the Club's tables and chairs, which is included in your rental fee. Pre-event access and post-event cleanup time is as set forth in the Key Terms above. If requested and available, you may purchase additional set up services at the rate agreed upon with the Club. The Ballroom is cleaned prior to your event. You and your caterers are responsible for cleaning the kitchen after your event. This includes sweeping and mopping the floor, wiping any spills inside or outside of all equipment, cleaning the sink area and stainless worktable, and removing all trash. All vendors/caterers must provide the Club with a current liability insurance certificate naming Club Facilities, LLC and/or The Signature Club of Lansdowne as the certificate holder in order to access the Club premises or use the catering kitchen.
- 11. PARKING/VALET SERVICE: The Club has two (2) parking lots that are available to your guests; however, these lots are also used by patrons of the Cellar Bar and Grille and members/patrons of the Signature Club. Parking is limited during peak hours and times, especially in summer months. No parking is reserved for any Ballroom event. Large events and events booked during peak hours or times will require valet parking services, in which case you shall pay the valet parking charge set forth in the Key Terms above. If valet service is not required on your event date, the Club can secure valet parking services for you at an additional fee upon at least thirty (30) days' notice before your event. Payment for valet services must be paid in full prior to your event.
- 12. <u>AUDIO/VISUAL EQUIPMENT</u>: The Club provides access to two (2) projectors, two (2) drop-down projector screens, a podium, and a wireless microphone. You or your vendor(s) must provide a laptop (not just a USB drive, thumb drive, or disc) to use the projector. Please remember to test your audio-visual needs prior to your event. The Club does not guarantee performance or compatibility of the audio-visual systems, which are provided only as a courtesy. The Club is NOT responsible for audio-visual or technical issues or equipment failure on the day of your event. The Club's on-site staff is not guaranteed to be able to troubleshoot or resolve any technical issues.
- 13. CLEAN-UP/TRASH REMOVAL: You and your vendors and caterers are required to clean up and remove all items (other than Club property) at the conclusion of your event, sweep debris from the floor, and to generally clean any messes or spills. This includes all floral arrangements, gifts, decorations, food, catering equipment, etc. All trash must be removed from the Club at the end of your event. Trash bags may be provided as a courtesy. Garbage dumpsters are located at the far end of the lower parking lot, and trash bags must be placed inside the correct dumpsters. All trash left anywhere other than the proper receptacle (including that resulting from torn trash bags) must be cleaned up before vacating the Ballroom. You and your vendors are responsible for cleaning the Ballroom kitchen after the event, including removal of all items brought to/for your event. A \$200.00 charge may be deducted from your security deposit for failure to comply with this section.
- 14. <u>DISH AND LINEN RENTAL/BREAKAGE</u>: The Club shall on request provide dish and linen inventories for a complete listing of dishes available for rent at your event. Rental items must be reserved at least two (2) weeks prior to your event and payment must be received at that time. Any rented items broken, damaged, not returned, or (for linens) stained or soiled beyond normal cleaning shall result in a per item fee to be deducted from the security deposit. Signature Club dishes are NOT cleared or handled by Club staff: they must be cleared by your catering company or another designated person.
- **15. ENTERTAINMENT:** All music, whether provided by a band, disc jockey, or other source, must be concluded or turned down by 11:00 p.m. to comply with the LFUCG Code of Ordinances (including Ord. No. 14-70 through 14-80). If an event with entertainment takes place past 11:00 p.m., the Ballroom doors <u>must</u> be closed and stay closed to minimize disturbances to nearby homes.
- 16. SHARED PREMISES: By signing this Agreement, you acknowledge and agree that there is an actively operating restaurant/bar in the lower level of the Club (currently Cellar Bar and Grille). Patrons and employees of that business come and go throughout its operating hours and may overlap with your event. There may be noise, odors, and foot traffic in and near the Club (including in the balcony area). The Club is not responsible for and has no control over the operations, customers, or employees of the restaurant/bar.
- 17. INCLEMENT WEATHER; LOSS OF SERVICE: Nothing in this Agreement shall be deemed to be conditioned upon specific weather conditions on the day of your event. Inclement weather, acts of God, and other unforeseen circumstances shall not alter your obligations under this Agreement. Without limiting the foregoing, you understand that the loss of electricity or other utilities on the day or your event may occur. The Club does <u>not</u> have emergency/backup power generators. The Club shall not be liable in such event, nor shall you be relieved of any obligation under this Agreement as a result of such event. You are encouraged to obtain event insurance or make backup arrangements in the event conditions out of the Club's control impact your event.

- 18. CLUB RULES: Signs, balloons, decorations, tacks, tape, staples, or adhesives of any kind (including glue, hot glue, or similar) shall <u>not</u> be affixed to the walls, woodwork, or light fixtures in the Ballroom. The use of confetti, lighted send-off lanterns, silly string, glitter, rice, or similar is strictly prohibited inside the Ballroom, on the front drive, and on the balcony. Only bird seed and natural flower petals may be used only outdoors on the front drive. Fireworks are strictly prohibited; however, sparklers are permitted outside in front of the Club only. Used sparklers must be placed in a bucket of water or sand after use and disposed of safely by you or your vendors. Fog and smoke machines are strictly prohibited. Trespassing in areas other than the Ballroom, including without limitation the gym and pool areas, is prohibited. GLASS AND DRINKS ARE STRICTLY PROHIBITED ON THE DANCE FLOOR AND OUTSIDE THE BALLROOM. ANY VIOLATION OF THESE AND ANY OTHER RULE OF THE CLUB SHALL ENTITLE THE CLUB TO TERMINATE THIS AGREEMENT, CANCEL, OR POSTPONE YOUR EVENT, AND IN EVERY CASE WITHOUT A CREDIT OR REFUND.
- 19. <u>LOST & FOUND</u>: The Club is not responsible for any lost or stolen items of any kind. Items lost or found after an event may be labeled with the date of the event and held for no more than fifteen (15) days following your event. You must contact the Club to inquire about any lost or found items. The Club shall not be required to notify you of any lost or found items after your event.
- 20. COMPLIANCE WITH LAW, ORDERS, AND REGULATIONS: You covenant and warrant that you, your vendors/contractors, guests, invitees, agents, and sub-contractors shall comply at all times with all laws, ordinances, executive orders, governmental orders, regulations, public health agency orders, guidance, and best practices, zoning laws, ordinances, health and building codes, Club rules, and other regulations which apply to the Signature Club or the use thereof (each a "Regulation" and collectively the "Regulations"). It shall not be a breach of this Agreement for the Signature Club to close, cancel, reschedule, or restrict your event in order to comply with any Regulation. If such Regulation requires additional measures, you shall be strictly responsible for ensuring compliance and incurring the costs of same, and failure to do so shall entitle the Club to terminate this Agreement without any further obligation to you. You agree to provide the Club with proof of adequate measures to achieve compliance for your event, and failure to provide adequate assurance shall entitle the Club to terminate this Agreement without further obligation to you. If you or your guests, invitees, vendors, or sub-contractors fail to comply with any Regulation and as a result the Club incurs any fine, cost, or expense, you shall indemnify, defend, hold harmless, and reimburse the Club for same. If your event cannot be held has scheduled due to any Regulation and you elect not to reschedule to a later date, you shall forfeit any deposit and rental fee paid to the Club.
- 21. TERMINATION; ENFORCEMENT. If you breach any provision of this Agreement or if the Club incurs any damage, loss, cost, claim, or other consequence as a result of your breach of any provision of this Agreement, the Club shall be entitled to (i) terminate this Agreement without any credit, refund, or further obligation to you; (ii) enforce the Agreement by any legal means, including filing an action for damages and other relief in Fayette County, Kentucky circuit court, or (iii) pursue other legal, equitable, and contractual remedies. In the event the Club incurs any professional fees arising out of this Agreement (regardless of termination), including without limitation reasonable attorney's fees, costs, and expenses, you shall be responsible and shall reimburse the Club for same immediately upon demand.
- 22. GENERAL RELEASE; WAIVER; INDEMNIFICATION: In consideration of your participation in and the use of the Signature Club facilities contemplated by this Agreement, by signing this Agreement you hereby release and covenant not to sue the Signature Club, its owners, shareholders, director, officers, employees, representatives, and agents (each a "Released Party" and collectively the "Released Parties") from any and all present and future claims sustained by you or your vendors, guests, or others who are on or about the premises of the Signature Club for your event unless caused by the gross negligence or misconduct of the Club. Unless caused by gross negligence or misconduct of the Club.

You further agree and understand that the Club does <u>not</u> have, employ, contract for, or provide any (i) security services or (ii) medical services including, but not limited to, emergency cardiovascular or first aid assistance.

To the extent allowable by law .You further agree to release, indemnify, and hold harmless the Released Parties from any and all claims, actions, suits, costs, damages, and liabilities arising from your event or this Agreement, including without limitation the negligent acts, misconduct, and omissions of you and your vendors, guests, invitees, agents and contractors, regardless of any alleged act or omission (other than gross negligence or willful misconduct) of the Released Parties. Your obligation to indemnify the Released Parties applies to all claims, actions, suits, costs, damages, and liabilities whatsoever alleged by any person, entity, or third party of any nature whatsoever, including without limitation your vendors, guests, invitees, agents, and contractors. This shall not be deemed a waive of sovereign immunity or any other third-party defense available to LFUCG.

23. <u>WAIVER OF DAMAGES</u>: YOU KNOWINGLY AND EXPRESSLY WAIVE ANY AND ALL RIGHTS TO OR CLAIMS FOR JURY TRIAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN

DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN BY THE CLUB. UNLESSED CAUSE BY THE GROSS NEGLIGENCE OR MISCONDUCT OF THE CLUB.

- 24. <u>LIMITATION OF LIABILITY</u>: THE TOTAL LIABILITY OF THE CLUB TO YOU, YOUR VENDORS, GUESTS, INVITEES, AGENTS, AND CONTRACTORS (IN THE AGGREGATE) FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATING TO YOUR EVENT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY YOU TO THE CLUB. I UNDERSTAND THAT THE CLUB DOES NOT PROVIDE SECURITY OR "BOUNCING" SERVICES. THE ATTENDANT ON DUTY IS NOT CPR CERTIFIED, AND IS NOT OBLIGATED TO PROVIDE ANY MEDICAL, EVENT OPERATION/PLANNING, OR OTHER SERVICES. THE RELEASED PARTIES SHALL NOT BE HELD RESPONSIBLE FOR ANY INJURIES OR DAMAGES TO YOU OR YOUR VENDORS, GUESTS, INVITEES, AGENTS, OR CONTRACTORS. UNLESS CAUSED BY THE GROSS NEGLEGENCE OR MISCONDUCT OF THE CLUB.
- **25.** <u>TIME OF THE ESSENCE</u>: You acknowledge and agree that time is of the essence in your performance of all covenants and obligations contemplated by this Agreement.
- **26.** COMPLETE AGREEMENT; AMENDMENTS: This Agreement is the only agreement, memorandum, or understanding of any kind between you and the Club. This Agreement may be amended, modified, or canceled only in a writing signed by you and an authorized representative of the Club.

I HAVE READ THE ABOVE AND AGREE TO THE FOREGOING TERMS:

Responsible Party/User:	
	(Signature required)
	Danielle Cunningham
Processed by/Signature Club:	
	(Signature Club Representative Signature required)