

Rental Agreement

The preservation of the Historic Louisville Water Tower, Pumping Station No. 1, WaterWorks Museum, and Grounds must be the first consideration of Louisville Water Company staff in all activities taking place at this National Historic Landmark. Louisville Water thanks you for your interest in considering this special site for your rental and appreciates your assistance in preserving and protecting the property while it is in your care.

Client Name: Rachel Dunaway / Spencer County High School

Day and Date of Event: Saturday April 25, 2015

This Rental Agreement is made by and between Louisville Water Company and the Renter named previously as of the date Louisville Water accepted Renter's room reservation. In consideration of the approved Rental Application, signed Rental Agreement, and Renter's payment of the Damage/Clean-up Deposit and rental balance stated and adherence to all stated terms and conditions of this Rental Agreement, Louisville Water will make available to Renter the facilities reserved on the date and at the time stated, subject to the following terms and conditions:

Rental Application: Renter's application to rent the property is attached hereto and incorporated herein by reference and becomes a part of the Rental Agreement as if fully incorporated herein.

Designation of Property Being Rented

The rented property includes the immediate grounds around the Water Tower and Pumping Station No. 1 and space inside Pumping Station No. 1, excluding spaces designated as "off-limits" (see Attachment 1). Indoor spaces designated as "off-limits" at all times include the Grand Hall balcony, and spiral staircase. Access to the WaterWorks Museum is included in the basic rental rate (see "Museum Access", below). See Attachment 2 for a capacity estimates and layout diagrams.

Rental Fees Due (see "Indoor Rental Rates"):

a. Damage/Clean-up Deposit (Due at time of signing)	\$ 500.00
b. Rental Fee: Due by <u>TH 3/26/15</u> (see pg. 2 for Due Date)	\$ 1,500.00
c. Rehearsal Fee (\$100, if applicable)	\$ 0.00
Rehearsal Date <u>N / A</u>	

Amount Due to Louisville Water at Signing (a)	\$ 500.00
Total Balance Due by Balance Due Date (b + c)	\$ 1,500.00

Itinerary (see "Suggested Rental Schedule" for Rental Hours):

Event Set-Up Time 3:00P to 6:00P
Event Clean-Up & Departure 11:00P to 12:00 midnight
Total Duration of Event (Hours) 9 hrs

Rental Balance_____initial

The Renter shall pay to Louisville Water the Total Balance Due in full no later than thirty (30) days before the Event.

Damage/Clean-up Deposit_____initial

The Renter shall pay to Louisville Water a \$500 Damage/Clean-up Deposit in full **AT THE TIME OF SIGNING. For this Rental Agreement to be accepted and approved by a Louisville Water representative, the Damage/Clean-up Deposit must be included.** So long as the event is not cancelled and there is no damage or clean-up, the Deposit is fully refundable after the event, subject to the terms and agreements set forth in this rental contract. The Deposit will hold your reservation, and will be withheld as a cancellation fee if you must cancel your reservation.

Rehearsals_____initial

Rehearsals for ceremonies may be scheduled based on the availability of the facility. There is a \$100 Rehearsal Fee. Rehearsal Fee is applicable only in conjunction with a special event rental. Rehearsals are normally conducted after business hours, and arrangements must be worked out with Louisville Water at least 2 weeks in advance. Under no circumstances are rehearsals to take place when there is another event scheduled. Rehearsals are bound to the same terms and conditions laid out in this Rental Agreement.

Cancellation Policy_____initial

The Damage/Clean-up Deposit will be retained as a cancellation fee if you cancel at any time after the approval of this contract. Exception: There will be no charge if the cancellation is due to an extraordinary and unexpected natural event, such as a flood, tornado, or earthquake.

Failure to Pay Balance_____initial

If the Renter does not pay the Total Balance by the Balance Due Date, the Rental Agreement will be automatically cancelled and the Damage/Clean-up Deposit will be retained as a cancellation fee.

Damages_____initial

The Renter is liable for all damages, expenses and losses, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with the Renter's use of the facility and all tangible property. Such costs will be assessed and charged to the Renter. Additional clean-up fees will be assessed on an as-needed basis and will be charged accordingly based on cost of cleaning and repair. Circumstances surrounding any additional charges will be addressed in written form and will be deducted from the Damage/Clean-up Deposit. Anything beyond normal wear and tear to the building and grounds will be charged to the Renter. Determination of normal wear and tear is up to the discretion of appropriate Louisville Water staff. If the cost of repairs resulting from damage or destruction caused during the rental exceeds the Damage/Clean-up Deposit, then Louisville Water shall bill, and Renter shall promptly pay, excess cost.

Security_____initial

A Louisville Water representative will be assigned by Louisville Water to protect Louisville Water's property, monitor parking and music volume, and secure the facility once the premises is vacated by the Renter. The Renter understands that Louisville Water personnel shall be entitled to be present at all times during the rental period and shall have access to the entire site at all times. Security is provided for Louisville Water's facility only and Louisville Water assumes no duty to provide security to Renter and Renter's guests.

Museum Access_____initial

Access to the WaterWorks Museum is included with the basic rental rate. The Renter will have access to the WaterWorks Museum during the rental until it closes at 10:00pm. Food and drink is prohibited inside the Museum. Exhibitions may not be dismantled, moved, or covered in any way by the Renter. Damage or destruction to any exhibits, walls, surfaces, or floor in the WaterWorks Museum will be deducted from the Damage/Clean-up Deposit.

Set-up and Take-down of Event_____initial

All deliveries, set-up, decorating, take-down, clearing, and clean-up must be done within the time period set forth in the Rental Agreement. You may not enter the facility to set-up for your event before the time scheduled, unless otherwise authorized to do so by the proper Louisville Water personnel. However, catering set-up may begin in the kitchen using the side-access door, but set-up activities must not interfere with the daily operations of the facility. Food may not be set out in the Grand Hall prior to the allotted rental time. Tent and equipment set-up may begin outside before the time of the rental, but again, rental activities which may interfere with normal operations of the facility may not begin until the time of the rental. The Renter must coordinate with their caterers, entertainers, and other vendors to ensure that all event activities are completed during the allotted time.

Post-event Clean-up_____initial

Louisville Water shall make the premises available to the Renter on the rental date in "as is" condition. Immediately after the conclusion of the scheduled event, the Renter shall clear and clean all goods, materials, decorations, rental equipment, personal effects, or other items which the Renter, or his/her vendors or agents have brought to the site, or for which the Renter is otherwise responsible, by the Time of Departure. Premises must also be returned to pre-rental arrangement with respect to tables, chairs, and other rented equipment. In some cases, equipment owned by Louisville Water's Exclusive Event Equipment Rental Company may be left on site in its pre-rental configuration, but this will need to be approved by both Louisville Water and the Exclusive Event Rental Company before the date of the rental. Louisville Water is not responsible for items left after events. Louisville Water-owned cleaning and custodial supplies that are on site shall not be removed from the premises.

Please keep in mind that Louisville Water opens the facility to the public during the day, so the premises must be delivered back to Louisville Water in acceptable condition following the rental. Failure by Renter to comply with the provisions in this section may result in forfeiture of portion of Damage/Clean-up Deposit.

Extra Hours_____initial

The Renter will be charged a \$150 per hour fee for each hour the Renter remains in the building beyond the time allotted in the Rental Agreement. This includes any take-down, clearing, or clean-up that takes place after the time allotted in the Rental Agreement. Louisville Water will deduct \$150 per hour from the Damage/Clean-up Deposit for each hour the event runs over the scheduled time beginning at the scheduled closing time. The event is considered "over" when the entire Renter party has vacated the building.

Contracted Services_____initial

All expenses for equipment, caterers, music, parking, additional security, flowers, or other vendor services or items used by the Renter shall be the sole responsibility of the Renter, and Louisville Water shall bear no responsibility for such expenses incurred by Renter in using the premises.

Rental Equipment_____initial

The Renter, Wedding Planner, and/or Caterer will be responsible for contracting all tables, chairs, and tents through Louisville Water's exclusive Event Equipment Rental Company. Renter and Rental Company are responsible for all set-up and take-down of tables, chairs, and tents. Other items, such as linens, glassware, flatware, cutlery, and/or other kitchen items and decorations, are not supplied by Louisville Water and are the sole responsibility of the Renter and/or Caterer.

Caterers_____initial

The Renter will select a food and beverage vendor from Louisville Water's list of Approved Caterers. Louisville Water is not responsible for food or materials left on the premises by renters or vendors. Food, garbage or any other items should not be left in the kitchen after the event. Clean-up fees resulting from items left in the kitchen may be deducted from the Damage/Clean-up Deposit.

Alcoholic Beverage Service_____initial

Alcoholic beverages must be served by a licensed caterer or bartender on Louisville Water's list of Approved Caterers. This includes any and all alcoholic beverages consumed during the rental time allotted in the Rental Agreement. Bartenders and/or Caterers shall have appropriate liquor liability insurance.

The Renter shall not sell, give away, or deliver, or cause or permit anyone to sell, give away or deliver, any alcoholic beverages to any minor or any person actually or apparently under the influence of alcohol. The Renter shall comply with the requirements of KRS 244.080. The Renter shall not permit any excessive amount of alcoholic beverages to be served to any of the Renter's guests or to any other person, and the Renter shall take any and all necessary precautions reasonable to prevent someone from becoming intoxicated on the premises of the Louisville Water Tower and Pumping Station No. 1. In addition, the Renter agrees to indemnify and hold Louisville Water harmless for any losses, damages, or expenses of whatever kind in nature, including, but not limited to, any and all attorney's fees, arising out of the breach of this provision.

Music_____initial

Bands and Disc Jockeys are permitted inside Pumping Station No. 1, as well as on the grounds surrounding Pumping Station No. 1 and Louisville Water Tower. Renter agrees that Renter's use of the premises shall not create a nuisance for the surrounding residential area. Louisville Water staff will monitor the volume during the entire event and will have the authority to lower the volume or shut the music off if it is considered too loud. All music arrangements and set-up locations must be approved by Louisville Water. Bands or Disc Jockeys must first meet or speak with a Louisville Water representative for a site visit and/or interview and must agree to the terms of Louisville Water's Music Policy (Attachment 3).

Use of Electrical Power_____initial

The use of electrical power on the premises is restricted to available, functioning 120-V receptacles only. Any additional need for electrical power beyond the available receptacles, such as generators, will be the responsibility of the Renter to provide and must be executed within existing codes. Under no circumstances is it permitted to open any electrical panels or outlet plates for the purposes of any temporary wiring. Any violation of this clause of applicable electrical codes may result in the immediate cancellation of the contract with Louisville Water and all fees and damage deposit may immediately forfeit. Any liability or damage resulting from improper electrical usage will be the sole responsibility of the Renter. If the cost of such repairs resulting from improper electrical usage exceeds the Damage/Clean-up Deposit, then Louisville Water shall bill and Renter shall promptly pay, such excess cost.

Parking_____initial

All guests, employees, and agents of the Renter are encouraged to park in the parking lot to the east of Pumping Station No. 1. If overflow parking is necessary, Louisville Water recommends parking in the grassy area south of the parking lot (this area will be identified to the Renter by Louisville Water staff). Vehicles may not park along the paved entrance path leading up to the Water Tower.

The Renter is responsible for arranging for valet parking for parties of 100 or more guests and must notify Louisville Water of its intent to use valet services. All valet providers must have proper insurance (General Liability coverage in the amount of \$1,000,000.00) and must name Louisville Water Company and Board of Water Works as additional insured and complete any additional paperwork by any parties involved.

It is important to note that positioned to the west of Pumping Station No.1 are Pumping Station Nos. 2 & 3, which are fully operational pumping facilities that still carry on daily operations for Louisville Water. **Under no circumstances should any of the events or activities taking place at the Water Tower, Pumping Station No. 1, and/or Grounds or any guests participating in those activities or events, interfere with the daily operations of Pump Stations 2 & 3.** The area surrounding Pump Stations 2 & 3 is strictly off-limits and trespassing is prohibited. Should any vehicles park in this area, they will be immediately towed and towing costs will be charged to the Renter.

Photography_____initial

Professional photography within the Museum that is incidental to the scheduled event is permitted. Photography of the Museum's exhibits for any commercial purpose is not permitted during any rental of the Museum premises without the express written permission of Louisville Water.

Copyright_____initial

We reserve the right to use images of your event and/or guests for marketing purposes only.

Audio-Visual Equipment_____initial

Louisville Water does not provide audio-visual equipment for your rental. However, the Renter is welcome to use the projector screen that is installed in the Grand Hall.

Protection of Buildings and Grounds_____initial

The preservation and protection of Louisville Water's Historic Water Tower, Pumping Station No. 1, Grounds, and its surrounding property will be the first consideration of Louisville Water staff during all activities taking place on the property. The Renter shall maintain the "rented property" (the building, exhibitions, furniture, equipment, fixtures, grounds, and any other property, real or personal, owned, used, operated, or possessed by Louisville Water reserved or used by the Renter) in as good condition as at the time the rented property is delivered to Renter.

It is the responsibility of the Renter to inform vendors and guests of these requirements. The Renter is responsible for any damage to the buildings, grounds, or landscaping caused by vendors and/or guests and shall defend, indemnify, and hold Louisville Water harmless in the event of loss.

Prohibited Items:

- Renter understands and agrees that Renter and/or Vendors will not sell commercial bottled water during this event. Louisville Water will work with the Renter to provide Louisville pure tap® as the exclusive water product at the site. _____initial
- Renter may not use nails, tacks, screws, tape, glue, or other fasteners/adhesives on wood, wallpaper, plaster walls, or other surfaces either inside or outside the facility unless the Renter has prior written approval and the decorating is done under the supervision of Louisville Water staff and without defacing the premises. This includes the Louisville Water Tower. _____initial
- The use of candles for decoration is strictly limited to candles enclosed/contained within glass. Open candles are not allowed. The renter will be responsible for any damage caused to the facility resulting from the use of candles. _____initial
- Rice, confetti, and glitter are not to be used under any circumstances. Cleaning costs resulting from the use of these materials will be deducted from the Damage/Clean-up Deposit. _____initial

- Fireworks, Sparklers, and Explosive Materials are not to be used or brought onto the grounds or into the building. _____initial
- Beer kegs are prohibited on any carpeted surface inside the building. _____initial
- In accordance with Louisville Water's smoke-free policy for all its facilities, smoking is prohibited within 50 feet of the Louisville Water Tower and Pumping Station No. 1. Smoking indoors or under tents is strictly prohibited at all times and may result in the loss of the security deposit. Additional clean-up fees will be assessed for picking up cigarette butts. _____initial

Risk of Loss _____initial

Louisville Water does not assume responsibility for damage or loss of any merchandise, vehicles, equipment, valuables, or personal articles brought onto the grounds, or for any items left unattended. The Renter and its guests should not leave valuables unattended and/or unsecured.

Impossibility/"Acts of God" _____initial

The performance of this Rental Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of Louisville Water – such as acts of God, war, acts of terrorism, government regulations, utility disruptions, disaster, strikes, civil disorder, floods, or other emergencies – to the extent that such circumstance makes it impossible for Louisville Water to provide, or for the Renter in general to use, Louisville Water's facilities. Louisville Water does not refund money for events that have been cancelled due to "Acts of God" or inclement weather; however, the Renter's event may be rescheduled pending availability. Although Louisville Water has established this policy allowing events to be rescheduled, independent catering companies and other suppliers make their own decisions regarding food and other costs. Louisville Water assumes no liability for any cancellation fees from any of the outside service suppliers.

Compliance with Laws _____initial

In conducting any performance, in holding any public or private meeting or in giving any lecture, concert or other event, renter shall conform to, comply with, and abide by all laws of the United States and the Commonwealth of Kentucky, the rules and regulations of all federal and state boards and bureaus, the ordinances of the Louisville Metro Government and the regulations of the Office of Alcoholic Beverage Control, Board of Health, Fire and Police Departments.

Control and Responsibility _____initial

It is understood and agreed that the entire control and direction of the Event shall be and remain the responsibility of the Renter, and neither the Renter or any other person(s) employed by the Renter shall be deemed or considered employees or agents of Louisville Water. Should any Louisville Water agent, including staff, provide any assistance of any nature whatsoever to the Renter, such assistance shall be performed gratuitously and without creating any duty to the Renter.

Indemnification_____initial

Renter shall jointly and severally indemnify and hold harmless Louisville Water, its officers, directors, agents, members, volunteers, and employees, from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees arising out of caused by or arising from the negligent actions or intentional misconduct of the Renter or any of its guests and invitees in connection with the provision of services or the use of the facilities.

Breach of Lease_____initial

Louisville Water reserves the right to cancel this Rental Agreement immediately upon the breach of any of its provisions. Upon cancellation for breach, the Renter shall forfeit the Rental Fee, the Damage/Clean-up Deposit, and all monies paid to Louisville Water. This provision shall not limit any other remedies available to Louisville Water. Louisville Water shall not be liable to the Renter, the event planner, or any providers of services related to the event, for any of the charges generated by, or any deposit made to, providers of services for the Event. Detailed event plans for the facility must be discussed and/or submitted by the Renter to Louisville Water staff prior to contracting.

Nondiscrimination_____initial

The Renter must agree that it will not practice, advocate or permit discrimination or segregation based upon race, creed, color, sex, age, disability, gender identity, sexual orientation, or national origin.

I have read, understand, and agree to abide by Louisville Water Company's Rental Agreement.

Client Name Rachel Dunaway / Spencer County High School

Client Signature _____ **Date:** _____

Louisville Water Company Representative _____

Louisville Water Company Signature _____ **Date:** _____

**Louisville Water Company
Approved for Legality and Form**

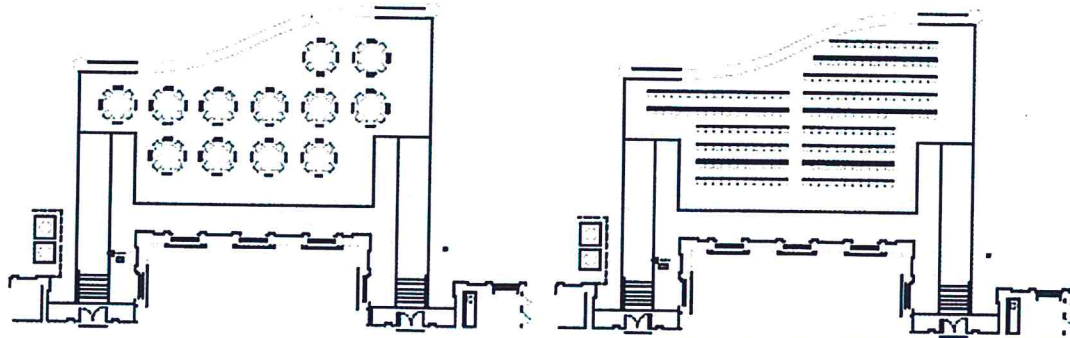
**Barbara Dickens
Vice President, General Counsel**

Attachment 1: Outdoor Rental Space and Parking

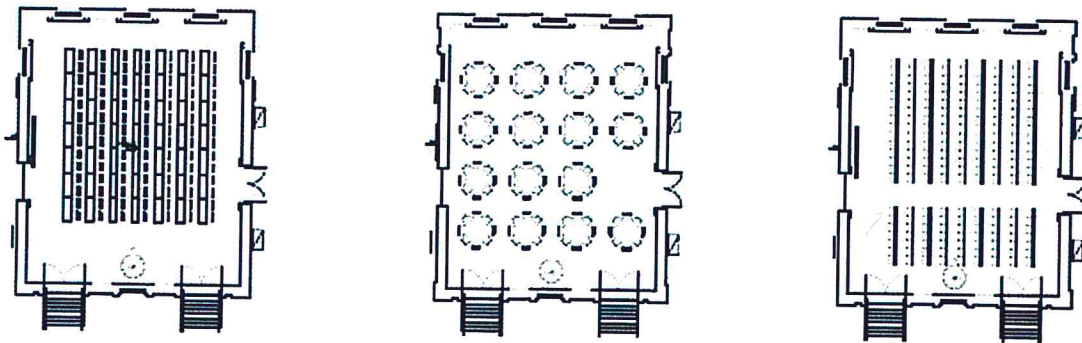


Attachment 2:**Capacity Estimates and Layout Diagrams****Actual Occupancy**

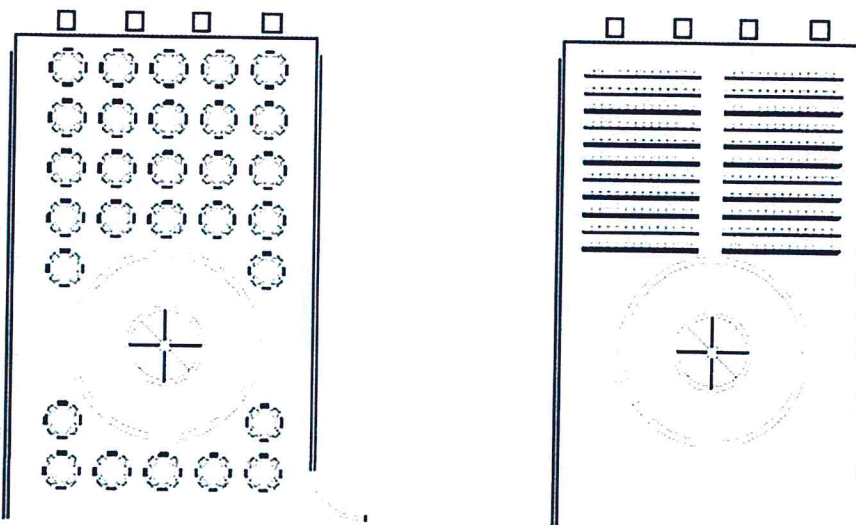
Space	Type of Occupancy	# of People
INTERIOR		
Main Gallery ~2,200 sq. ft.	Presentation Learning (18x60 tables with 2 chairs/table)	98
	15 Eight top tables	120
	Presentation (chairs only)	198
West Gallery (WaterWorks Museum)	Casual exhibit viewing	80
East Gallery	Support Space (restrooms, reception area, kitchen)	0
EXTERIOR		
North Terrace	12 Eight top tables	96
	Chairs Only	200
South Terrace	29 Eight top tables (north and south of tower)	232
	20 Eight top tables North of tower	160
	Chairs Only North of tower	308



NORTH TERRACE



MAIN GALLERY



SOUTH TERRACE

Attachment 3:

Music Policy

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I have read, understand, and agree to abide by Louisville Water Company's Music Policy.

**Band or Disc Jockey
Representative** _____ **Date:** _____

Louisville Water Representative _____ **Date:** _____