

PAUL BROWN



STADIUM

EVENT BOOKING SHEET

Booking Date: 5/18/15

Group: Randall K. Cooper High School

Date of Event: Saturday, April 23, 2016

Event Planning Contact: Bridgette Brown & Jeri Giska

Best Phone Number: 859.384.5040

E-mail: Bridgette.Brown@boone.kyschools.us; Jerilyn.Giska@boone.kyschools.us

Name on Contract: D. Michael Wilson, Principal

Contract Mailing Address: 2855 Longbranch Rd.

Union, KY 41091

Event Type: RCHS Prom

Paul Brown Stadium Space: East Club Lounge

Projected Attendance: 450

Event Times: 7:00pm - 11:00pm

Parking Location & Payment Option (Cash or Voucher): PBS Garage with \$5 vouchers, 6:30pm - 9:30pm; 20 spaces on east plaza with passes for staff/chaperones

Itinerary: 6:30pm- Chaperones arrive; 7pm - Students arrive for dinner & dancing; 7:30 - 8:30pm- Door by ATM open for students to see field; 11pm- Event ends

Audio/Visual Needs: N/A

Miscellaneous (other details, known vendors, etc.): School agrees to provide at least 7-10 chaperones to assist with monitoring; RCHS rules: No smoking, students must arrive by 9pm & students not permitted to return once they leave; if a student needs to return to their car, a chaperone must escort them; School to make PBS aware of any officers they have hired to attend the event; School to provide any outside vendor information to PBS 7-10 days before event (PBS will share parking/load-in info. with all outside vendors)

Security (Secured by PBS): 5 staff posted at 6:00pm, soft uniform

Please confirm all above information is accurate, make any necessary adjustments, then sign and return with signed license agreement and rental fee to Rachel Geiger, Paul Brown Stadium, Two Paul Brown Stadium, Cincinnati, OH 45202. Thank you.

Signature: Bridgette Brown Date: 5/20/15

I have been notified and understand that pricing increases will occur in 2017.

Signature: Bridgette Brown Date: 5/20/15

PAUL BROWN STADIUM

Event License Agreement

This license agreement ("Agreement") is entered into by and between Paul Brown Stadium Ltd., an Ohio limited liability company ("PBSL") and Randall K. Cooper High School, ("Licensee") on this 18 day of May, 2015.

WHEREAS, PBSL operates and maintains the National Football League stadium and related plaza area located in downtown Cincinnati, Ohio known as Paul Brown Stadium (the stadium, including, without limitation, the related plaza area, sometimes collectively referred to as the "Stadium"); and

WHEREAS, Licensee wishes to use a portion of the Stadium for a special event in exchange for valuable consideration as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Description of Event. PBSL and Licensee hereby agree that Licensee shall have the use of that portion (the "Space") of the Stadium hereinafter described for the purposes and at the date and time set forth below (the "Event"):

- a. Space: East Club Lounge
- b. Description of Event: Prom
- c. Date: Saturday, April 23, 2016
- d. Time: 7:00pm – 11:00pm

In addition, Licensee and its guests shall have the nonexclusive right to use designated access ways in the Stadium for purposes of ingress to and egress from the Space in connection with the Event.

2. Food and Beverages. Licensee acknowledges that Aramark Entertainment, Inc. ("Aramark") is the exclusive provider of food and beverages services (including hospitality related services) at the Stadium and, therefore, covenants and agrees that it shall solely use Aramark, and the terms and conditions established by Aramark, for all food and beverage services relating to the Event and will not bring or allow any food or beverages into the Stadium other than food and beverages provided by Aramark. Licensee acknowledges that all hosted bar services will not exceed five (5) hours.

3. Charges.

a. Licensee shall pay PBSL a license fee (room rental fee) for use of the Space in the amount of \$1,000.00. Licensee shall pay PBSL such License Fee not later than the

earlier to occur of thirty (30) days after execution of this Agreement or two weeks prior to the date of the Event. Except as expressly provided otherwise herein, all deposits and other fees shall be nonrefundable. PBSL will endeavor to invoice Licensee for the balance of any and all additional charges within fifteen (15) days after the Event, and such amounts shall be due and payable on the terms set forth in the final billing. Any amounts not paid within the established terms shall bear interest at the lesser of the maximum rate permitted by law or the rate of fifteen percent (15%) per annum. In addition to any other rights and remedies that may be available to PBSL, PBSL may terminate this Agreement if Licensee fails to pay on a timely basis any fee or charge set forth in this Agreement.

b. Unless otherwise agreed to by PBSL and Licensee, based on the description of the Event as set forth in this Agreement, Licensee shall meet required catering per day minimums paid to Aramark as follows:

Event Day	Food & Beverage Minimum, Per Day
Monday-Thursday	\$3,000
Friday or Sunday	\$5,000
Saturday (August - May)	\$8,000
Saturday (June/July)	\$12,000

Per day food and beverage minimums are before tax and administrative fee.

c. Licensee's room rental fee may be refunded to the Licensee as set forth in this section following the Event if Licensee's food and beverage fees paid to Aramark on a per day basis, before the addition of sales tax and administrative fee, fall within the guidelines set forth below. In such event, Licensee's rental shall be refunded following the Event based upon the following schedule:

	Sunday - Friday
If over \$10,000 in food & beverage sales per day, per rented space	License fee refunded following event
	Saturday (August-May)
If over \$10,000 in food & beverage sales per day, per rented space	License fee refunded following event
	Saturday (June/July)
If over \$12,000 food & beverage minimum required per day, per rented space	License fee refunded following event

Room rental reduction is based on food and beverage sales before tax and administrative fee. (By way of illustration only as to an Event covering more than one day, if an Event encompassed the days of Sunday and Monday, then in order to receive a refund of the room rental fee, food and beverage sales before taxes and administrative fees must total over \$20,000 for the combined two day period.)

d. If this Agreement is not signed by Licensee and delivered with the required License Fee on or before 30 days from date of Agreement, PBSL may terminate this Agreement, which shall be of no further force or effect.

4. Licensee's Obligations. In connection with its use of the Space, Licensee agrees as follows:

a. Compliance with Laws; Safety. To comply with all applicable state, federal and local laws (including state and local health laws) and to comply with all reasonable Stadium rules, regulations, policies and directives and with all applicable governmental requirements. Licensee shall use and occupy the Space in a safe and careful manner and strictly for the use described in Paragraph 1 above and not for any illicit or immoral purpose.

b. Payment of Fee. To fully pay all fees and charges set forth in this Agreement on a timely basis.

c. Payment for Property Damage. To pay, immediately upon receipt of an invoice, the amount necessary to repair or replace any Stadium property which Licensee or its invitees or agents damages.

d. Event Times. To coordinate all set-up for the Event with the PBSL Events Manager at PBSL's discretion. To vacate the Space within sixty (60) minutes of the scheduled finish time, unless an extension of time is approved in advance in writing by PBSL. In the event Licensee or any of its invitees do not timely vacate the Space, an additional fee may be charged to the Licensee in PBSL's discretion. Upon completion of the Event, Licensee shall deliver and return the Space to PBSL in as good condition and repair as the Space existed at the beginning of Licensee's use thereof.

e. Acts of Invitees. To be totally responsible for the acts or omissions of each person admitted to the Space and/or Stadium by express or implied consent of Licensee or by invitation of Licensee. PBSL reserves the right to remove, or require that Licensee remove, any person attending the Event from the Space and/or the Stadium if, in PBSL's reasonable determination, such person has violated any Stadium rules or regulations or has otherwise engaged in inappropriate behavior.

f. No Commercial Use. Not to engage in, conduct, promote or advertise any commercial or for-profit activities in the Space and to fully disclose to PBSL all intended users of the Space.

g. Gambling. Not to permit or conduct any gambling activity, including a "casino night," at the Space and/or the Stadium.

h. Television. Not to televise the Event, or permit any television news or news media to cover to the Event, without first securing written approval of PBSL, which may be withheld by PBSL in its sole and absolute discretion. If applicable, it is understood that PBSL will charge the television station for any and all work performed by PBSL for installing television equipment or providing services and such money shall not be construed as proceeds for television rights nor be subject to division with Licensee and shall remain the property of PBSL.

i. Property. To assume all responsibility for any property placed in the Space and to discharge and release PBSL from any and all liabilities for any loss, injury or

damages to persons or property that may be sustained by reason of the occupancy of the Space unless such loss, injury or damage is lawfully attributable to PBSL's gross negligence.

j. Smoking. Not to permit smoking on any portion of the Space and/or the Stadium except for designated smoking areas, if any.

5. PBSL Obligations. In consideration for the License Fee, PBSL agrees to provide the following goods and services in connection with the Event (which, except as expressly provided below, shall be provided as part of the License Fee and at no additional charge to Licensee):

a. Security. PBSL shall provide security based on the expected number of attendees. If additional security is needed, Licensee shall cover additional expense. **Security will be provided on each day of the Event during the period from one (1) hour before the start of the Event to the period 60 minutes following the end of the Event. If additional time is needed, the fee will be \$100/4 hours.**

b. Utilities. Utilities, including heat or air conditioning, lighting and water for normal usage; provided, however, that failure to furnish any of the foregoing resulting from circumstances beyond the control of PBSL shall not be considered a breach of this Agreement.

c. Janitorial Services. Janitorial service to clean the Space and restrooms which will be used by the Licensee and its invitees. The janitorial service will clean the Space both before and after the Event. PBSL reserves the right to assess additional charges for extraordinary cleaning services required due to Licensee's conduct of the Event or the behavior of Licensee's guests and invitees.

d. Availability of Space. Unless otherwise agreed by PBSL and Licensee, with written approval, the Space shall be open to Licensee and its guests for a period beginning sixty (60) minutes prior to the Event and ending sixty (60) minutes after the conclusion of the Event. In the event that Licensee requires additional access to the Space beyond that set forth above, arrangements must be made with PBSL's Events Manager.

e. Audio and Visual Equipment. Any audio and/or video equipment may require the involvement of additional services and is subject to additional charges for such services, which charges shall be payable by Licensee.

f. Staff Person. A PBSL staff person or their designate will be on site and will be primary contact between Licensee and PBSL.

6. Licensee's Equipment. Without the prior written approval of PBSL, Licensee or Licensee's outside vendors shall not be allowed to bring any equipment into the Space. If Licensee or Licensee's vendors is allowed to bring equipment into the Space and fails to remove such equipment immediately after the Event, PBSL is hereby authorized to remove all such equipment at Licensee's expense. The use of a fog machine, smoke machine, haze machine, haze generator or similar machines is strictly prohibited. The use of a bubble machine, foam machine or similar machines is strictly prohibited. PBSL shall not be liable for any damage or loss to such

equipment, and Licensee hereby expressly releases PBSL and any subcontractors from any and all claims for damages or loss of any nature.

7. Decorating. With the prior approval of PBSL, Licensee may make arrangements to provide temporary decorations in the Space during the time that the Space is available to Licensee pursuant to Paragraph 5.d. Arrangements to decorate must be made in advance. Licensee agrees that all decorative materials will be flame proof and assembled to ensure the safety of all participants. Nothing may be attached or affixed to any surface without the prior written consent of PBSL, and no holes may be drilled, cored or punched in the Space. **The use of helium-filled balloons, adhesive backed materials, glitter and confetti is prohibited.** If Licensee is allowed to bring decorations into the Space and fails to remove such decorations immediately after the Event, PBSL is hereby authorized to remove all such decorations at Licensee's expense. PBSL shall not be liable for any damages or loss to such decorations, and Licensee hereby expressly releases PBSL and any subcontractors from any and all claims for damages or loss of any nature. Licensee assumes responsibility for all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes in dramatic rights used or incorporated in the Event.

8. Management Discretion; Management Access, Photography, and Recording. Any decision affecting any matter not expressly provided for herein shall be at the sole discretion of PBSL. PBSL also reserves the right to enter upon and have access to the Space at any and all times on any matter connected with such Space. Further, PBSL and the Bengals shall have the right, without cost or payment, to transmit or record (by audio, photographic, video or any other means) incidental portions of the Space and the Event for use in marketing, demonstration or advertising of the Stadium and its facilities using any media or format now known or hereafter invented, including, without limitation, social media and other forms of electronic publication.

9. Indemnification. Licensee hereby agrees to indemnify, defend and hold PBSL, the Cincinnati Bengals, Inc. (the "Bengals"), and the Board of Commissioners of Hamilton County, Ohio (the "County"), and their respective employees, officers, directors, and assigns (the "Indemnified Parties"), harmless from and against any and all liabilities, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, imposed or incurred by or asserted against the Indemnified Parties and arising out of, connected with, or resulting directly or indirectly from the Event or the use of the Space or the Stadium by Licensee, its vendors, or its invitees pursuant to this Agreement. The Indemnified Parties shall give Licensee written notice of any matter hereby indemnified against, and Licensee agrees that upon notice of the assertion of such a claim, action, damage, obligation or liability, Licensee shall assume full responsibility for the defense thereof.

10. Insurance. In connection with the license of the Space, Licensee shall obtain and maintain Commercial General Liability insurance at Licensee's own expense. Licensee's Commercial General Liability insurance shall have a minimum coverage limit of not less than \$2,000,000 per occurrence.

An ACORD certificate of insurance, issued by insurer authorized to transact business in Ohio, must be provided to PBSL at minimum ten (10) days prior to the date of the Event evidencing such required coverages and that those coverages are considered primary. The

certificate should list as additional insureds: The Cincinnati Bengals, Inc., Board of Commissioners of Hamilton County, and Paul Brown Stadium Ltd. and all of their respective directors, members, agents, officers, employees and volunteers.

11. Performance by Licensee. If any term, condition, requirement or covenant of this Agreement to be performed by Licensee shall not be complied with as required or if Licensee shall cause or permit any waste or damage to be done within the Space and/or the Stadium, then PBSL may (a) immediately terminate this Agreement without in any manner impairing the right of PBSL to retain so much of the money PBSL may have in its possession, by reasons of the terms of this Agreement and to apply the same to the payment of any and all claims which may then be due PBSL and (b) in the event such sum of money is insufficient for such purpose or purposes, PBSL retains the right to recover such portion of the License Fee, other charges and damages then due PBSL, and also to recover such other damages to which PBSL may be entitled by reason of the default, violation or other wrongful acts committed or permitted by Licensee, and PBSL may pursue its remedies at law to collect any and all amounts which may be due PBSL.

12. Substitution of Space. PBSL, in its reasonable discretion, may relocate Licensee's event to other space within the Stadium that is comparable to the Space. When reasonably possible, PBSL will notify Licensee in writing at least fourteen (14) days in advance if the Event must be moved, and such substitute space shall be provided at no additional cost to Licensee.

13. Cancellation.

a. By Licensee. If Licensee cancels the Event at least sixty (60) days prior to the scheduled date of the Event, Licensee shall forfeit twenty percent (20%) of the License Fee. If Licensee cancels the Event less than sixty (60) days but more than thirty (30) days prior to the scheduled date of the Event, Licensee shall forfeit fifty percent (50%) of the License Fee and will be liable for any expenses PBSL has incurred at Licensee's request. If Licensee cancels the Event less than thirty (30) days prior to the scheduled date of the Event, Licensee shall forfeit the entire License Fee and any expenses PBSL has incurred at Licensee's request. Upon any such cancellation by Licensee, if Licensee has not previously delivered to PBSL deposits sufficient to cover the cancellation fees described above, any such deficiency shall be due and payable by Licensee within five (5) days after its cancellation of the Event. Licensee agrees that the amount of potential damages suffered by PBSL upon cancellation by Licensee are difficult to estimate precisely in amount at this time and will likely be difficult to measure at the time of such failure, and that, therefore, the provisions of this Section 13.a. are reasonable and necessary to compensate PBSL.

b. By PBSL. Subject to the provision of Paragraph 12 above, if PBSL is unable to meet its obligations under the terms of this Agreement for any reason, PBSL shall give written notice to Licensee as soon as reasonably possible, and as of the date of such written notice, PBSL and Licensee shall be relieved from further performance hereunder with respect to this Agreement. PBSL shall return any funds previously advanced by Licensee, less actual expenses incurred by PBSL at Licensee's request, and shall have no further liability to Licensee. Without limiting the foregoing, Licensee acknowledges that PBSL reserves the right, in its discretion and without penalty, to cancel Licensee's license to the Space if, subsequent to

PBSL's entering into this Agreement, a large event (for example, a concert, football game or soccer game) is scheduled to be held at the Stadium on or about the date of the Event. In such case, PBSL shall again provide notice to Licensee as soon as possible and return any funds previously advanced by Licensee to PBSL under this Agreement.

14. Miscellaneous.

a. Governing Law. This Agreement shall be deemed made in and is to be construed in accordance with the laws of the State of Ohio. Any action brought under this Agreement or that in any way relates to the subject matter herein shall be brought exclusively in courts of competent jurisdiction in Hamilton County, Ohio.

b. Waiver. No waiver by PBSL of any covenant or condition of this Agreement shall constitute a waiver by PBSL of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.

c. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings, whether verbal or written. Amendment or modification of this Agreement shall be only by mutual written consent of the parties.

d. Assignment. Licensee shall not sell or assign this Agreement or any rights hereunder, and any sale or assignment or attempt to do so shall, at PBSL's option, be void and of no force and effect. In addition, Licensee shall be liable to PBSL for any and all damages occasioned by PBSL by reason of said act.

e. Force Majeure. In case it becomes impractical to hold the Event due to causes beyond the reasonable control of PBSL, including labor difficulties, shortages or failure of supply of labor, fuel or materials, acts of God, causes associated with weather, flooding, acts or requirements of any government, enemy act, act of war or civil disorder, fire or other casualty, technical or mechanical difficulties, or any other cause or circumstance beyond the reasonable control of PBSL, then this Agreement may be terminated by PBSL upon written notice to Licensee, in which event both parties shall be relieved of any responsibility under this Agreement. In the event that Licensee has made payment to PBSL under the terms hereof, PBSL shall refund to Licensee any such sum deposited less any actual cost incurred by PBSL in making preparation for the Event.

f. Headings. The headings in this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

g. Firearms. Licensee agrees and acknowledges that, excepting authorized law enforcement and security personnel provided by PBSL, no persons carrying firearms (including concealed firearms) shall be permitted entry into the Space or any other part of the Stadium in connection with the Event, and Licensee shall follow and cooperate with all recommendations and policies of PBSL relating to the same.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first set forth above.

PAUL BROWN STADIUM LTD.:




By:

Rachel Geiger
Private Events Manager
Paul Brown Stadium, Ltd.
Two Paul Brown Stadium
Cincinnati, Ohio 45202
Phone: 513.455.4830

LICENSEE:

RANDALL K. COOPER HIGH SCHOOL



Name: D. Michael Wilson

Title: Principal

Address: 2855 Longfield Rd.
Union, KY 41091

Phone: