



KENTUCKY CENTER FOR AFRICAN AMERICAN HERITAGE FACILITY LEASE AGREEMENT

This Facility Lease Agreement (this "Agreement"), dated as of September 26, 2018, is by and between the Kentucky Center for African American Heritage, with its principal address at 1701 West Muhammad Ali Boulevard, Louisville, Kentucky 40203 ("KCAAH") and the undersigned lessee (the "Lessee") as more specifically identified on the Facility Use Annex attached hereto and incorporated herein as **Exhibit 1** (the "Facility Use Annex").

WHEREAS, KCAAH has certain facilities available for temporary lease including, but not limited to, the Great Hall, Great Hall Overlook Rotunda, Great Hall Gallery, Pavilion Lobby, Pavilion Lecture Gallery, and Yum - Toyota Educational Center; and

WHEREAS, the Lessee desires to lease the facility or facilities indicated on the Facility Use Annex (collectively, the "Facility") and KCAAH desires to lease the Facility to the Lessee, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease of the Facility. The Lessee hereby leases from KCAAH the Facility during the date(s) and time(s) set forth in the Facility Use Annex (the "Lease Term"). The Lessee has the right to use the Facility for the limited purpose described in the Facility Use Annex. The Lessee has the right of ingress and egress for itself, its employees, agents and guests to the Facility through public halls, corridors and grounds subject at all times to compliance with this Agreement. Lessee may have access to the Facility for up to four hours prior to the beginning of the Lease Term for set-up and other preparation unless otherwise noted on the Facility Use Annex. Guests of Lessee shall not have access to the Facility until the beginning of the Lease Term.

a. Daytime Facility Use. The Lessee will have shared access to the Great Hall and Main Lobby with the general public unless otherwise noted on the Facility Use Annex. Standard admission fees are not included in the Rent (as defined below). Daytime use of the Facility may begin no earlier than 8:00 AM and last no longer than 5:00 PM during the Lease Term and shall consist of up to a four (4) hour block of time unless otherwise agreed to by KCAAH and set forth on the Facility Use Annex.

b. Evening Facility Use. The Lessee shall only have access to the Facility as set forth on the Facility Use Annex and to no other areas of the premises. **In any event evening use of the Facility shall last no longer than 11:00 PM during the Lease Term and**

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shall consist of up to a four (4) hour block of time unless otherwise agreed to by KCAAH and set forth on the Facility Use Annex.

c. **Overtime.** With the prior written consent of KCAAH, an event at the Facility may go longer than the time in the Lease Term, however, Lessee will be charged \$200.00 per hour, or portion thereof, in which the event goes over the Lease Term.

2. **Rent, Payment Schedule, Security Deposit, Support Charges and Final Billing.** All sums due and payable to KCAAH under this Agreement shall be paid in United States funds by credit card, check, money order, cashier's check or as otherwise approved by KCAAH.

a. **Rent.** The Rent that the Lessee shall pay KCAAH for the Facility is set forth on the Facility Use Annex (the "Rent").

b. **Payment Schedule.** Rent, including applicable taxes, if any, that the Lessee shall pay KCAAH for the lease of the Facility and other charges and expenses are specified on the Facility Use Annex form. All sums shall be due and payable as defined in the payment schedule set forth on the Facility Use Annex (the "Payment Schedule").

c. **Security Fee.** A \$300.00, security fee is required to lease the Facility. This fee is due and payable as set forth on the Payment schedule.

d. **Damage or Breakage.** If after the Lease Term any damage or breakage beyond normal wear and tear occurs to the Facility as determined by KCAAH, we reserve the right to bill the Lessee to take care of unusual cleaning problems or damages as a result of Lessee's lease of the Facility.

e. **Support Charges.** Upon the mutual agreement of KCAAH and the Lessee, KCAAH shall provide additional support services, personnel and/or utilities. The applicable rates for support services, personnel and utilities are those set forth on KCAAH's Personnel & Utility Services Rate Schedule a current copy of which is available upon request. These and any other applicable charges shall be listed on the invoice.

3. **Billing Policies.**

a. **Confirmation Notice.** KCAAH will mail or email to the Lessee a final confirmation notice to the address set forth on the Facility Usage Annex upon receipt of an executed version of this Agreement.

b. **Final Settlement.** A final invoice shall be issued by KCAAH after the event and shall incorporate all Rent and other charges. Unpaid, undisputed balances are subject

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to a finance charge of one and one-half percent (1.5%) per month, or portion thereof, in which such balances are not paid.

c. **Bounced or Returned Checks.** If a personal or company check used to make any payment to KCAAH bounces or is returned for insufficient funds or otherwise, KCAAH may charge the Lessee a \$50.00 fee for each time the check bounces or is otherwise returned. If a Lessee's check bounces or is otherwise returned, KCAAH may immediately cancel this Agreement pursuant to Section 3(d).

d. **Termination.** If any sums are not received as set forth in the Payment Schedule, KCAAH reserves the right to cancel this Agreement. In the event of cancellation by KCAAH due to Lessee's failure to timely pay, the Lessee shall have no right to use the Facility and shall forfeit all fees and deposits paid up to the effective date of termination as liquidated damages.

4. **KCAAH Logos or Images.** The use of logos, images or other copyrighted or trademarked material of the African-American Heritage Foundation, KCAAH or the Facility is strictly prohibited without the express written permission of KCAAH. This Agreement grants no license in the use of such logos, images or other materials for any purpose including invitations, programs, postcards or other promotional material for the event planned at the Facility. Use of such logos, images or other materials may subject the Lessee to legal action.

5. **Inappropriate Conduct.** The conduct of the Lessee and its guests at the Facility shall at all times be consistent with the high quality, uniqueness and value of the Facility surroundings. At KCAAH's sole discretion, security personnel may remove any person creating a nuisance, acting in an abusive or threatening manner, or endangering other guests, themselves, or the physical environment of the Facility.

6. **Permits and Taxes.** The Lessee is responsible for obtaining all permits, licenses and union and trade organization clearances required by law or otherwise for Lessee's use of the Facility. The Lessee is also responsible for the payment of all taxes, fees and charges required by any legal authority associated with its use of the Facility.

7. **Capacity.** Room capacities for the Facility are set according to applicable fire codes. Lessee will adhere to the capacities predetermined by KCAAH. KCAAH reserves the right to turn away Lessee's guests at the door if the predetermined capacity has been exceeded.

8. **Damage to Facility.** The Lessee is entirely responsible for damage to the Facility caused by the Lessee or its employees, agents or guests during the Lease Term. The Lessee shall have the ability to inspect the Facility or its surrounding areas prior to the Lease Term and also no later than forty-eight (48) hours after the Lease Term. The Lessee shall make KCAAH aware

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of any damage to the Facility or the surrounding area noticed during its inspection prior to the Lease Term. KCAAH shall inspect the Facility and the surrounding area after the Lease Term to determine if any damage was sustained as a result of Lessee's occupancy. If KCAAH determines that damaged was sustained to the Facility or the surrounding area, KCAAH shall notify the Lessee the nature and extent of such damage and repair the damage at the Lessee's cost and expense.

9. **Discrimination.** KCAAH and the Lessee shall not discriminate, because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. The Lessee shall not directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication that states or implies that the Facility or any service at the Facility will be refused or restricted due to discrimination.

10. **Insurance.** As needed, the Lessee shall procure and maintain throughout the Lease Term, unless otherwise agreed to by KCAAH, commercial generally liability insurance including (i) premises/operations; (2) products/completed operations hazard; (iii) broad form contractual; and (iv) personal injury. This general liability insurance shall cover occurrences in or on any part of the Facility and appurtenant lands owned by KCAAH with limits of liability of not less than \$1,000,000 combined single limits for bodily injury and property damage. A certificate of insurance that complies with this Agreement in the form acceptable to KCAAH shall be provided to KCAAH fifteen (15) days prior to the lease of the Facility. The insurance policy shall name KCAAH as an additional insured and provide that the policies may not be canceled or materially altered until at least fifteen (15) days prior written notice has been given to KCAAH. The insurance carriers providing such insurance shall have an A.M. Best's rating of A- or better and shall be authorized to do business in the Commonwealth of Kentucky.

11. **Facility Operational Lease Policy.** The KCAAH Facility Operational Lease Policy (the "Policy") as attached hereto as **Exhibit 2**, or as may be subsequently amended, is hereby incorporated into this Agreement and is fully binding. The Policy in effect as of the Lease Term shall prevail. Any breach of any term or provision of the Policy by the Lessee, or any party operating under the Lessee's control, shall be considered a breach of this Agreement.

12. **Facility Use Rules.** In addition to the requirements set forth in the Policy, the Lessee shall abide by the following Facility use rules. KCAAH does not permit smoking in the Facility. Smoking is permitted outside of the Facility only. Lessee and its guests shall fully abide by the KCAAH Acceptable Use Policy for Internet Access at the Facility as attached hereto as **Exhibit 3** or as such policy may be subsequently amended and in effect as of the applicable Lease Term. KCAAH prohibits fund raising within the Facility by its lessees for the benefit of other eleemosynary organizations. The Facility may not be used by political advocacy groups because of KCAAH's 501(c) (3) status. Non-profit groups must provide proof of non-

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profit status in order to receive any applicable discount. Background music, other entertainment and lighting are each subject to KCAAH's prior approval. Lessee may not move, alter, or otherwise change any exhibit, artifact or display in place at the time of the Lease Term. If candles are being used in the Facility, the flame must be contained by the candle container. **Nails, tacks, screws, tape or other fasteners or adhesives may not be used at the Facility.** The use of flower petals, glitter, confetti, tinsel, rice or birdseed is strictly prohibited at the Facility. Helium balloons are not permitted at the Facility. The use of non-helium balloons is prohibited. If the Lessee fails to abide by any of the foregoing prohibition on the use of any prohibited item, KCAAH may impose an additional cleaning fee to cover the extra cleaning time need in relation to the use of any prohibited item. KCAAH will bill the Lessee for the additional cleaning fee following the Lease Term and Lessee hereby agrees to pay such additional fee.

13. Security. KCAAH maintains twenty-four (24) hour electronic monitoring building security at the Facility. The Lessee is responsible for event security services securing the Facility and surrounding areas during the entire Lease Term if needed and noted. The Lessee is responsible for all cost associated with event security services. A minimum level of event security will be determined and mutually agreed to by the Lessee and the KCAAH. The event security service provided must be approved in advance by the KCAAH. The Lessee shall provide the KCAAH a detailed breakdown of event security plans, as well as provide a facility security walk-through prior to execution of event.

14. Rental Items Brought to the Facility; Deliveries.

a. If the use of items not otherwise provided by the Exclusive Services is allowed by KCAAH, placement, set-up and removal of all rental items such as tables and chairs, special linens or audio-visual equipment not owned by KCAAH are the complete responsibility of the Lessee. KCAAH can provide assistance to the Lessee for placement, set-up, breakdown, and removal of designated rental items, upon request, at a minimal cost. KCAAH has a limited amount of tables and chairs that may be used by Lessee, upon request, at a minimal cost. The value of any missing or damaged items will be deducted from the Security Deposit. All deliveries of equipment, supplies, materials, etc. are to be approved and prearranged with KCAAH. KCAAH is not responsible for storing any of the Lessee's belongings before or following the Lease Term unless otherwise noted. All materials, including all packaging materials, are to be removed from the Facility and its surrounding areas immediately following the Lease Term.

b. **The Statement:** Lessee will pay KCAAH a **\$250.00** damage deposit to be allowed to bring in and set up one ice sculpture. If no damage results from the set up and removal of the ice sculpture after the event, this deposit will be refunded. However, if damage is discovered as a result of this item the Lessee's deposit of \$250.00, will not be refunded. Also the ice sculpture and all items associated with the setup, i.e. tubs, drains, hoses, etc., will need to be

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removed immediately after the event by the vendor. If KCAAH staff is used to dispose of all or part of the sculpture, the deposit will be used to pay for the staff needed to remove the item.

15. Food and Beverages. All food and beverages, including but not limited to alcohol, served in the Facility must be provided by a vendor previously approved by KCAAH (the "Approved Vendor"). No food or beverages of any kind are to be brought into the Facility by the Lessee or their guest, without the prior written approval of KCAAH. Absolutely no alcohol may be given or otherwise provided to an Approved Vendor by the Lessee to be served at the facility. With the prior written approval of KCAAH, Lessee may use a vendor other than the Approved Vendors; however, the Lessee will be charged \$200.00 for each non-approved vendor used by Lessee. Vendors used by Lessee other than the Approved Vendors are still subject to the 15% gross sales fee remitted to the KCAAH. Neither the Lessee nor their guests may bring their own alcohol into the Facility or take alcohol out of the Facility. Only an Approved alcohol Vendor may serve or transport alcohol. Self-service bars and/or beer kegs are not allowed at the Facility. If the Lease Term is two hours in length the bar service must conclude at least fifteen minutes prior to the end of the event. If the Lease Term is four hours in length or more, bar service must conclude at least thirty minutes prior to the end of the event.

16. Utilities. Rent includes lighting and heating or air conditioning in the Facility during the Lease Term and during the agreed upon times for set-up and break-down set forth in the Facility Use Annex, if any. Lighting and heating or air conditioning in the Facility requested beyond the Lease Term and any agreed upon times, may be provided through mutual agreement of KCAAH and Lessee at the applicable hourly, or portion thereof, rate on the utility service rate schedule set forth on the Facility Use Annex. Exhibits, displays, productions or performances that require utility service beyond the normal service to the Facility are provided may be provided at the rate mutually agreed to by KCAAH and Lessee.

17. Copyrighted or Trademarked Material. Lessee hereby warrants that no artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during Lessee's use of the Facility, unless Lessee has obtained express written permission and license from the copyright or trademark holder. Lessee covenants to strictly comply with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Facility. Lessee is responsible for remitting payment to appropriate agencies for use of copyrighted materials. Lessee will indemnify and hold KCAAH and its directors, officers, agents and employees harmless from all liability, costs and claims, losses and/or damages (including court costs and attorney's fees) with respect to, or relating from, such copyright or trademark rights.

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18. **Hazardous Property.** Lessee shall be prohibited from bringing to the Facility any exhibit, equipment, vehicle or other material KCAAH determines to be dangerous to persons, property or any part of the Facility.

19. **Threats.** KCAAH may have to evacuate the Facility upon a threat or other promise of imminent danger to the Facility or to its occupants. KCAAH shall not be responsible for termination or interruption of any program or event arising from information possessed or threat received by KCAAH concerning an imminent danger to any part of the Facility or any of its occupants except pro-rata return of Rent paid for the period Lessee is denied access to the Facility.

20. **Control of the Facility.** KCAAH manages the operations of the Facility. KCAAH may use any part of the Facility at any time provided that such use does not unreasonably interfere with the Lessee's use of the Facility contemplated herein. KCAAH may remove any person during the Lease Term who KCAAH believes is disrupting or obstructing the proper operation and management of the Facility.

21. **Americans with Disabilities Act.** Concerning the Americans with Disabilities Act and all regulations promulgated thereunder, KCAAH shall be responsible for the permanent Facility access accommodations including, but not limited to, wheelchair ramps, elevator standards, door width standards and restroom accessibility. The Lessee shall be responsible for non-permanent accessibility requirements including, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired and meeting room seating arrangements.

22. **Facility Holdover and Property Storage.** The Lessee is liable for any claim and/or damage, including but not limited to, rents or costs associated with infringement on the rights of other lessees resulting from its failure to surrender the Facility at the end of the Lease Term. Should the Lessee fail to surrender the Facility; (i) the Lessee shall pay to KCAAH the customary rate for the Facility involved; and (ii) KCAAH shall remove all the Lessee's effects from the Facility and treat the same as abandoned. All storage, if required, shall be at the cost, expense and risk of the Lessee.

23. **Default by Lessee.** The Lessee is in default of this Agreement if the Lessee: (i) fails to pay any amounts due KCAAH pursuant to this Agreement; (ii) breaches any provision of this Agreement; (iii) violates any applicable laws during the Lease Term; or (iv) becomes bankrupt, makes an assignment for the benefit of credits, is unable to pay its bills as they become due or ceases doing business. Should the Lessee default under this Agreement, KCAAH may: (a) declare the entire Rent for the Lease Term due and payable; (b) give notice of termination with twenty-four (24) hours for the Lessee to resolve or begin to resolve any alleged default to the satisfaction of KCAAH; and/or (c) seek other remedies available at law or equity. No notice

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of termination provided pursuant to this Section shall relieve any breach of this Agreement. After termination, the relation between KCAAH and the Lessee shall be the same as if the Lease Term fully expired and KCAAH shall retake possession of the Facility and the Lessee shall pay the full amount of Rent due under this Agreement together with all other costs, expenses and damages incurred by KCAAH as a result of the breach of this Agreement. The use of any partial or single remedy shall not prevent KCAAH from using any other remedy available to it.

24. Default by KCAAH. KCAAH is in default of this Agreement if KCAAH: (i) fails to provide the Facility on the Lease Term; (ii) breaches any material provision of this Agreement; or (iii) ceases doing business. Should KCAAH default under this Agreement, the Lessee may: (a) receive the unearned rent paid to KCAAH under this Agreement; (b) give notice of termination with twenty-four (24) hours for KCAAH to respond to any alleged default; (c) seek other remedies available at law or equity. No notice of termination provided pursuant to this Section shall relieve any breach of this Agreement.

25. Cancellation Damages. If the Lessee reduces or otherwise cancels the Facility or the Lease Term, the Lessee shall lose 100% of the down payment based on the Lease Agreement. Should KCAAH be able to resell the event space(s) leased under the same terms and conditions, monies paid by the Lessee will be refunded.

26. Indemnification. Lessee hereby agrees to defend, indemnify and hold harmless KCAAH as well as its directors, officers, employees, agents, representatives and guests (collectively, the "Indemnified Parties") from and against any and all actions, claims suits, losses, damages, obligations, liabilities and/or expenses (including reasonable attorneys' fees and court costs) of every kind whatsoever which may arise in whole or in part, directly or indirectly, form or be connected with: (i) any accident occurrence, injury to persons or property which may occur, be caused by, or be connected with, in whole or in part, directly or indirectly, the lease of the Facility by the Lessee; or (ii) the breach of any covenant or agreement of Lessee contained in this Agreement. If Lessee fails to promptly assume or at any time to vigorously defend any action, claim, suit or proceeding relating to the foregoing indemnities, the Indemnified Party may, but are not obligated to, defend the action in the manner it or they deem appropriate, and Lessee shall pay to the appropriate party any amount incurred, which shall include, for this purpose, any settlement incurred or agreed to by the Indemnified Party as well as all reasonable legal fees and costs incurred. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

27. Liability. Notwithstanding anything else in this Agreement to the contrary, the Lessee shall be liable for the negligent or willful acts or omissions of its employees, directors, officers, agents, invitees, contractors or others acting on its behalf or within its authority.

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28. **Collateral Contracts.** The Lessee shall be responsible for all other contracts, obligations and expenditures made in connection with its use of the Facility. By way of illustration and not limitation, these contracts may include entertainment, catering, fees, licenses, insurance, special furnishings, decoration, staffing, etc.

29. **Attorney's Fees.** In any action to construe or enforce the terms and conditions of this Agreement, the prevailing party (as determined by a court of competent jurisdiction, if necessary) in such action and in any appeals taken therefore, shall be entitled to recover its reasonable attorneys' and court fees and costs.

30. **Parking.** KCAAH has 185 parking spaces available. This indemnity shall be effective as to any loss or damage arising from parking services offered at the Facility by the Lessee, volunteers, third parties or any agent, employee or invitee of the Lessee. **NO CARS MAY BE LEFT ON THE PARKING LOT FOLLOWING AN EVENT. (Should there be any cars left on the Campus after the parking lot gates have been secured for the night following an event, those cars cannot be retrieved until the next business day when the Campus is opened.).**

31. **Unavailability of Facility (Force Majeure).** In the event that (i) the Facility is not available for occupancy during the Lease Term due to fire, casualty, tornado, flood, war; acts of terrorism, acts of God, national emergency, riots, governmental action or directives; or (ii) all practical use of the Facility by Lessee is prevented by labor strikes against KCAAH (but not labor strikes against the Lessee or against any person admitted to the Facility by the Lessee) then KCAAH or the Lessee may cancel this Agreement upon written notice to the other. In such event, neither party shall have any claim against the other by reason of the cancellation. In the event of interruptions due to such unavailability, the Lessee shall be liable only for the earned portion of the Rent and any additional charges otherwise due under this Agreement. Deposits received in excess of the amount due shall be returned to the Lessee.

32. **Amendment.** No change, modification, addition or amendment of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement it sought.

33. **Waiver.** No waiver by either party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by either party in exercising any right or remedy shall operate as a waiver thereof and no single or partial exercise of a right or remedy shall preclude any other or future exercise thereof, of the exercise of any other right or remedy.

34. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

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35. **Entire Agreement.** This Agreement and its attached Exhibits constitute the entire agreement between the parties and supersede all prior and other understandings with respect to the subject matter hereof.

36. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

37. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of law principles.

38. **Notices.** Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given for all purposes if sent by electronic mail or facsimile transmission with return acknowledgement by the receiving party or by certified mail, return receipt requested to the address of KCAAH shown above or the address of the Lessee set forth on the Facility Use Annex.

39. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

40. **Counterparts and Order of Precedence.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. If there are any conflicts between the Sections of this Agreement and any Exhibit, the Sections of this Agreement shall control.

41. **Time is of the Essence.** All times specified in this Agreement for the performance of the obligations of the parties shall be deemed of the essence.

42. **Headings and Captions.** The headings and captions of this Agreement have been included solely for convenience of reference and shall in no way define, limit or describe any of the provisions of this Agreement.

43. **Warranties of Authority.** The persons signing this Agreement on behalf of KCAAH and the Lessee, respectively, warrant that: (i) they are authorized to execute this Agreement on behalf of KCAAH and the Lessee; (ii) they have the authority to bind KCAAH and Lessee to this Agreement; and (iii) this Agreement constitutes a legal, valid and binding obligation of the KCAAH and Lessee, enforceable against each in accordance with its terms.

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44. Clean-Up Plans and Procedures. Lessee holding event on the KCAAH property, are responsible for clean-up and removal of debris from the area and all adjacent property affected including parking lot, sidewalks, yards, removal of décor items and linen. The Lessee shall provide the KCAAH a detailed breakdown of event security plans, as well as provide a Facility security walk through prior to execution of event.

45. Compliance with Anti-Terrorism Law. KCAAH must not use any funds received under this Contract in violation of any applicable anti-terrorist financing and asset control law, regulations, rules and executive order, including but not limited to the USA Patriot Act of 2001, and Executive Order 13224.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized signatories as of the date first set forth above.

**LESSEE: JEFFERSON COUNTY BOARD
OF EDUCATION:**

By: _____

Name: _____

Title: _____

Date: _____

**KENTUCKY CENTER FOR AFRICAN
AMERICAN HERITAGE:**

By: _____

Name: Hosea Mitchell

Title: Chief Operating Officer

Date: Sept. 12, 2018

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EXHIBIT 1

FACILITY USE ANNEX

1. Lessee Information:

Name: Jefferson County Public Schools
 ATTN.: Dr. Carmen Coleman -
 Chief Academic Officer
 JCPS VanHoose Education Center
 Address: 3332 Newburg Road
 Louisville, KY 40218
 Telephone #: 502/485-3476
 Facsimile #:
 E-Mail: carmen.coleman@jefferson.kyschools.us

2. Brief Description of the Event to be held at the Facility:

KCAAH #4369 – JCPS Principals Institute Meeting Event

3. Facility and Lease Term:

Day/Date	Start/End Time	Location	Function	# of Guests	Rent
Tuesday, October 2, 2018	10:00 AM – 4:00 PM	BFGH, Pavilion Lobby, Lecture Gallery, Toyota/Yum Brand (Building “B”)	SET UP		\$ 0.00
Sub-Total Rent					\$ 0.00
Total Rent					\$ 0.00

3. Facility and Lease Term:

Day/Date	Start/End Time	Location	Function	# of Guests	Rent
Wednesday, October 3, 2018	8:00 – 11:30 AM	Brown Forman Great Hall	JCPS – Principals Meeting Event	200 20% IN KIND SPONSORSHIP	\$ 1,500.00 (\$ 300.00)
Sub-Total Rent					\$ 1,200.00
Total Rent					\$ 1,200.00

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3. Facility and Lease Term:

Day/Date	Start/End Time	Location	Function	# of Guests	Rent
Wednesday, October 3, 2018	8:00 – 11:30 AM	Pavilion Lobby	JCPS – Principals Meeting Event	200 20% IN KIND SPONSORSHIP	\$ 1,100.00 (\$ 220.00)
Sub-Total Rent					\$ 880.00
Total Rent					\$ 880.00

3. Facility and Lease Term:

Day/Date	Start/End Time	Location	Function	# of Guests	Rent
Wednesday, October 3, 2018	8:00 – 11:30 AM	Lecture Gallery	JCPS – Principals Meeting Event	200 20% IN KIND SPONSORSHIP	\$ 300.00 (\$ 60.00)
Sub-Total Rent					\$ 240.00
Total Rent					\$ 240.00

3. Facility and Lease Term:

Day/Date	Start/End Time	Location	Function	# of Guests	Rent
Wednesday, October 3, 2018	8:00 – 11:30 AM	Toyota/Yum Brand (Building “B”)	JCPS – Principals Meeting Event	200 20% IN KIND SPONSORSHIP	\$ 1,200.00 (\$ 240.00)
Sub-Total Rent					\$ 960.00
Total Rent					\$ 960.00

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Revised: 08/19/2011



4. **Other Charges and Descriptions:**

Other charges and descriptions	Amount
Security Fee (BFGH)	\$ 300.00
Security Fee (Pavilion Lobby – WAIVED)	(\$ 300.00)
Security Fee (Lecture Gallery – WAIVED)	(\$ 200.00)
Security Fee (Toyota/Yum Brand – Building “B” – WAIVED)	(\$ 300.00)
WiFi Fee	\$ 200.00
Sub Total Charges	\$ 500.00
Total Other Charges	\$ 500.00

5. **Total Facility Lease Amount:**

Charge Description	Amount
Rental Fee (BFGH)	\$ 1,200.00
Rental Fee (Pavilion Lobby)	\$ 880.00
Rental Fee (Lecture Gallery)	\$ 240.00
Rental Fee (Toyota/Yum Brand – Building “B”)	\$ 960.00
Security Fee (BFGH)	\$ 300.00
Security Fee (Pavilion Lobby – WAIVED)	\$ 0.00
Security Fee (Lecture Gallery – WAIVED)	\$ 0.00
Security Fee (Toyota/Yum Brand – Building “B” – WAIVED)	\$ 0.00
WiFi Fee	\$ 200.00
Total Rental	\$ 3,780.00

6. **Payment Schedule:**

Amount	Due Date
Rental Fee (BFGH) \$ 1,200.00	AFTER EVENT – INVOICED
Rental Fee (Pavilion Lobby) \$ 880.00	AFTER EVENT – INVOICED
Rental Fee (Lecture Gallery) \$ 240.00	AFTER EVENT – INVOICED
Rental Fee (Toyota/Yum Brand – Building “B”) \$ 960.00	AFTER EVENT – INVOICED
Security Fee (BFGH) \$ 300.00	AFTER EVENT – INVOICED
Security Fee (Pavilion Lobby) \$ 0.00	AFTER EVENT – INVOICED
Security Fee (Lecture Gallery) \$ 0.00	AFTER EVENT – INVOICED
Security Fee (Toyota/Yum Brand – Building “B”) \$ 0.00	AFTER EVENT – INVOICED
WiFi Fee \$ 200.00	AFTER EVENT – INVOICED
Total Payment Due \$ 3,780.00	AFTER EVENT – INVOICED

Lessee's Initials _____

KCAAH's Initials _____

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Revised: 08/19/2011



7. **Clean-up Plans and Procedures.**

Function	
Clean-up Coordinator	N/A
Contact Phone Number	N/A
Number in Clean-up Crew	N/A
Clean-up Start Time	N/A

8. **Payment Information.** VISA, MasterCard, American Express and Discover, as well as personal, company and cashier's checks are accepted forms of payment. Checks should be made to "Kentucky Center for African American Heritage." The signed Agreement and payment should be mailed to 1701 West Muhammad Ali Boulevard, Louisville, Kentucky 40203. Receipt of the signed Agreement and the Initial Payment will confirm booking of the Facility.

Check enclosed _____

Credit Card _____

Type of Credit Card: _____ Name on Credit Card: _____

Credit Card Number: _____ Expiration Date: _____

Credit Card Billing Address: _____

I hereby authorize use of this credit card for the Initial Payment and remaining payment due thirty days prior to the Lease Term.

Lessee initials _____

Lessee's Initials _____

KCAAH's Initials _____

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