



This Rental Agreement (the "Agreement") is between Crushed Ice LLC, of 217 East Main Street, Louisville, Kentucky 40202 ("Ice House") and the individual or entity identified below ("Client").

In consideration of the mutual promises and covenants contained herein, Client and Ice House, intending to be legally bound, agree as follows:

<b>Client Name</b>	Spencer County High School	<b>Telephone</b>	(502) 477-3255
<b>Event Code</b>	S-SPE042519	<b>Email Address</b>	kim.foster@spencer.kyschools.us
<b>Date of Function</b>	Saturday, April 25, 2020	<b>Guest Count</b>	400
<b>Event Start Time</b>	8:00 PM - 12:00 AM	<b>Venue</b>	Ice House

Contract Creation Date	2/1/2019
Contract Expiration Date	2/10/2019

1. Space. On the Event Date the Client will have exclusive use of contracted Ice House reception space identified above (the "Space") for a period of four (4) hours from the Start Time (the "Event"). Each reception space has limited capacity, and Client agrees to obey all applicable capacity regulations. Client will be charged an additional \$250/per hour, in minimum one hour increments, for any Event which exceeds four hours in duration.

2. Payment, Reservation and Security Deposit. A non-refundable deposit of fifty percent (50%) of the Rental Fee must be tendered to Ice House together with this Agreement and a valid credit card in order to reserve the Space. If the estimated rental fee amount is less than \$1,000.00 in value, the full amount will need to be collected at time of signing the Ice House contract. The remaining Rental Fee shall be paid no later than three (3) days prior to the Event Date. Client shall be subject to interest at the rate of twelve percent (12%) per annum for any fees due which are not paid within thirty (30) days of the invoice date.

<b>ESTIMATED FACILITY RENTAL FEES:</b>	\$2,565.00	*Less than 10% non-profit discount
<b>DEPOSIT REQUIRED TO RESERVE SPACE:</b>	\$1,282.50	*Deposit is due upon signing contract
<b>BALANCE DUE:</b>	\$1,282.50	
<b>BALANCE DUE ON OR BEFORE</b>	4/22/2020	

The credit card is held as security for damages, should any occur in the Ice House or to the property of the Ice House during the Client's Event due to a violation of the Policies (as hereinafter defined), or otherwise. Client will be notified of any aforementioned damages and given an opportunity to assess the claim in person within twenty-four (24) hours following the Event. All repair and cleaning, and any other fees required by paragraph 9 below, will then be charged to the Client's credit card. In addition, the execution of this Agreement by Client gives the Ice House permission to charge all past due invoices, cancellation fees and/or cleaning fees net thirty (30) days, to Client's credit card. No charges will be placed on Client's credit card except those specifically provided for in this Agreement without permission from Client.

3. Other Events. The Ice House shall disclose to Client any events existing simultaneously in the Ice House throughout the duration of Client's Event. Subject to availability, the Client will be offered the option to rent the entire venue for exclusivity, such that no other client is conducting an event in another space during Client's Event. The Ice House shall also disclose any conflicts in construction/renovation scheduling that may coincide with Client's Event.

4. Set Up Time. Client and the Client's contracted vendors are guaranteed a two-hour set-up time prior to the Start Time for an Event. In the event a longer set up time is required, Client and Ice House can negotiate a rate based on extra time needed, and the need for additional set up time must be communicated to Ice House no later than two (2) weeks prior to the Event. The Ice House reserves the right to deny Client the use of any vendor used for any component of the Event.

5. Rehearsal. Rehearsal space for Client's Event is guaranteed for a period of one (1) hour. The time and location within the Ice House for such rehearsal space is subject to availability, and the Ice House makes no representation to Client the rehearsal space will be the same as the Space for the Event. Rehearsal start time can be no later than 5:00pm.

6. Tables, Chairs, Linens and Audio/Video Equipment. The Ice House has approximately fifty (50) 60" round tables, twenty-five (25) 6-foot tables and three hundred fifty (350) chairs. Should Client's table and chair needs exceed the Ice House's inventory (including any tables needed for buffet and/or display tables), the Ice House/Crushed Ice Catering will rent additional tables and chairs and pass the cost to the Client. Client shall contract with Crushed Ice Catering for any linen needs.

In the event Client desires additional audio or video equipment for the Event, Client shall contract with Ice House's exclusive audio/visual company, and any additional costs related to such equipment will be billed after the Event and Client agrees payment is to be made within thirty (30) days from date of invoice. In the event that the Client desires to utilize a different audio/visual provider, a buy-out fee of \$750.00 will be assessed.

7. Event Lay-Out. Every Event includes a custom floor plan and set-up, and having a member of the Ice House staff present for the duration of the Client's Event. The Ice House requires an event layout to be submitted no later than two (2) weeks prior to the Event. Client will have final sign off on floor plan 3 days prior to the event. Any additional changes in the floor plan after the sign off date will result in additional set-up labor fees.

8. Event Parking. The venue entrance is located at 226 East Washington Street. This address will be used for any correspondence, invitations, press releases, etc. pertaining to the event. The Client has access to Public parking along Main Street and throughout the downtown vicinity. The Client may contract with Riverside Parking or Cobalt Ventures for additional parking within their privately owned surface lots and garages. The Ice House does not take responsibility for downtown event calendars or increase in public parking rates.

9. Ice House Rental Policies. Client acknowledges and agrees that Client has reviewed the Ice House Rental Policies, a copy of which is attached hereto (the "Policies"). Client and its guests, invitees and vendors shall strictly comply at all times with the Policies, and Client agrees that in the event any cleaning or repairs are necessitated due to any violation of the Policies, Client shall pay the cost of any such repairs or cleaning, plus an administrative fee equal to fifteen percent (15%) within thirty (30) days of the date of invoice.

10. Standards of Conduct. The conduct of Client, its guests, invitees and vendors shall at all times be consistent with the high standards of the Ice House surroundings. Security personnel will remove any person who in their sole opinion, is creating a nuisance, violating the Policies, acting in an abusive or threatening manner, or endangering other guests and/or staff members or the physical environment of the Ice House. The Ice House reserves the right to deny anyone access to the Space. At all times, Client its guests, invitees and vendors must abide by all Ice House rules and instructions from the Ice House staff relating to safety and security. Other areas of the Ice House not related to the Event or Space are off limits to Client, its guests, invitees and vendors. Any event exceeding 300 persons will require one additional security guard per 100-person additional increment. The Security Guard(s) will be provided and charged for through Crushed Ice Catering and the Ice House.

11. Food and Beverage. All catering, beverage or other food services are extra. Crushed Ice Catering, located in the Ice House, must be contacted for all catering and shall have first right of refusal on all food and beverage service for the Event. Client will work directly with Crushed Ice Catering in developing menus and associated catering costs. Client must meet or exceed the "catering minimums" outlined in Crushed Ice Catering's policy and guidelines.

No food or beverage of any kind is to be brought into the Ice House without prior approval from the Ice House and/or Crushed Ice Catering. This restriction applies to every Client entry into the Ice House, including the Event, any set up time, and any rehearsal.

12. Deliveries. All deliveries of equipment, supplies, materials, etc. are to be approved and pre-arranged with the Ice House staff. Delivery and pick-up are to be at the Ice House parking lot off East Washington Street. The Ice House will not be responsible for storing Client items before or following the Event and all such materials are to be removed from Ice House premises immediately following the event. Client releases the Ice House from any and all liability associated with any such items delivered or brought to the Ice House before, during or after the Event.

13. Entertainment. In the event Client arranges for entertainment in the form of a band or similar, such entertainment will be required to sign a Release, Indemnification and Access Agreement, to be provided by the Ice House.

14. Additional Amenities. If Client would like additional amenities not provided for in this Agreement which is provided by the Ice House (specialty lighting, stage extensions, tenting options, dance floor, sound system, podium, etc.) a separate proposal will be executed by Client and the Ice House which will be attached to, and incorporated into, this Agreement. If the Client chooses to host the wedding ceremony at the Ice House, a 12% ceremony coordination fee will apply on whichever package they choose.

15. Cancellations. The Deposit required to reserve the space on the specified date is non-refundable. Cancellations made less than sixty (60) days prior to the Event Date will be charged full amount outlined in this Agreement as well as any additional rentals incurred by the Ice House and Crushed Ice Catering with any third party vendor on behalf of client.

The Client shall be responsible for notifying the Ice House of any change in attendance no less than seven (7) days prior to the Event Date to receive a full adjustment of rental fees. If Client does not so notify Ice House of a change in the above attendance, the estimated number will become the guaranteed number.

16. Force Majeure. The performance of this Agreement is subject to acts of God and force majeure (war, government regulation, disaster, civil disorder or other emergency outside of the control of the parties hereto making it inadvisable, illegal or impossible to hold an Event). If an Event is so cancelled due to the aforementioned, all Client fees and deposits will be fully refunded and the Client will hold the Ice House harmless in all ways for any expenses, costs or damages of any nature whatsoever incurred by Client. If Client wishes to reschedule the Event, the Ice House will apply all monies paid to the rescheduled date, which will be subjected to Ice House availability and date preference.

17. Damage. Client is responsible for any and all damage to the Space that arises from or is related to renting the Space. This includes, but is not limited to, damage to the restrooms, tables, chairs, carpet, flooring, lights, coat closet, and any other property or asset owned or leased by Ice House.

18. Delinquent Accounts and Collection Costs. In the event any check is returned for insufficient funds, Ice House may impose a returned check charge of \$100.00. Client shall pay all costs incurred by Ice House in the collection of delinquent accounts, including reasonable attorney fees and court costs.

19. Binding Effect. This Agreement shall be binding on the Parties, their heirs, representatives and assignees.

Client Name \_\_\_\_\_

Date \_\_\_\_\_

Client Signature \_\_\_\_\_

Upon receipt, sign and return one copy of contract (all pages) with 50% non-refundable deposit for rental space and proof of non-profit status, if applicable, to the Ice House.

**ALL CHECKS MUST BE MADE PAYABLE TO CRUSHED ICE LLC**

Crushed Ice Catering dba Ice House  
217 East Main Street, Suite 102  
Louisville, KY 40202

For more information, please call (502) 589-4700.

**Credit Card Information**

**Name on Card**

**Credit Card Type** (Please Check One)

☐

**Visa**

☐

**Mastercard**

☐

**Discover**

☐

**American Express**

**Card Number**

-----'------'------'

**Expiration Date**

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**Security Code**

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(3 digit code on back of card, 4 digit code on front for AMEX)

**Billing Address for Credit Card Statement:**

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_