NEWPORT AQUARIUM

PRIVATE EVENT CONTRACT
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The Newport Aquarium agrees to make the portion of the exhibit/attraction area at the Newport Aquarium facilities specified below available to and on behalf of the below named Host for use in connection with the event (the "Private Event") described below:

HOST:	**Larry A. Ryle High School**
PRIVATE EVENT:	**Senior Dinner Dance**
EVENT LOCATION:	**Riverside Room & Exhibit Space**
DATE OF PRIVATE EVENT:	**Saturday, January 11th, 2020**
EVENT HOURS:	**7:30pm - 11:30pm**
NUMBER OF GUESTS:	**300**
ROOM RENTAL FEE:	**$6,000**
DEPOSIT:	**$3,000**
BALANCE OF ROOM RENTAL FEE:	**$3,000**

EVENT REQUIREMENTS

I.

The Newport Aquarium shall provide the Host confirmation to the scheduled Private Event upon satisfaction of the following items:

(1) Host shall deliver to the Newport Aquarium a fully executed copy of this Contract by:

(2) Host shall deliver to the Newport Aquarium a credit card or check payable to the Newport Aquarium in the amount of the deposit by:

(3) Host shall deliver to the Newport Aquarium evidence of insurance required in Paragraph VI by:

(4) Host shall deliver to the Newport Aquarium a credit card payment or check payable to the Newport Aquarium for the estimated event fees (which include, but are not limited to: Hosted Bar, Bartender fees, Animal Encounters, Dive Shows, Room Rental fees, service charges, tax, and any additional enhancement fees.) An estimated invoice will be sent two weeks prior to the event date. Final payment is due 14 days prior to your event date. Due:

(5) Host shall deliver to the Newport Aquarium a final guest count guaranteed, not to be less than the minimum number of guests listed above, within five business days prior to the event. Due:

One Aquarium Way, Newport, KY 41071, 859-815-1427, Fax 859-261-3300

II.

The Host shall pay to the Newport Aquarium for the use of the Facilities for the Private Event an event fee (the "Event Fee") and, for any additional services, an additional service charge (the "Additional Services Charge") as described below. **The Event Fee shall be $6,000.00 for up to 300 guests (if guest count was to exceed 300. An additional $20 per person will be added to your rental fee)**). The Event Fee has been determined based upon costs associated with the normal operation of the Newport Aquarium

The Event Fee does not include:
1. Any catering, food or beverage fees or charges.
2. Any special or unusual labor associated with audio-visual needs.
3. Any special or unusual labor associated with set-up of equipment and staging for music, as well as lighting and decorations for the Private Event.
4. Parking Fees.
5. Rental Items.
6. Any additional time beyond the contracted event time frame.
7. Any required security as deemed necessary by the Newport Aquarium.
8. Admission tickets into the Newport Aquarium when we are open to the general public.

Due to the nature of our business, setup deadlines, additional staffing costs, etc., it is important that events and meetings start and end at their contracted and scheduled time. We allow for a 15 minute window of time beyond the scheduled end time for cleanup, removal of items and exit of guests, etc. Any event that extends beyond the 15 minute window will be charged for an additional hour at the rate of $800.00 – for events utilizing The Riverside Room only, or $800.00--for events utilizing the Aquarium Exhibit spaces alone or in conjunction with The Riverside Room. If an event/meeting has a desire to remain in the facility, the Event Host on duty will determine if that is an option based on scheduling. If additional time is permitted, the necessary charges will apply.

The Newport Aquarium will allow for a reasonable amount of time for setup and decorations for events and meetings, to be determined by the Newport Aquarium based on scheduling and staff. Extensive setup time (beyond 30 minutes) will result in additional hourly fees. Please ask sales manager for rates.

The Newport Aquarium reserves the right to require security officers to be hired for certain types of events. If security is required, arrangements will be made by the Newport Aquarium for the appropriate security and the cost will be passed on to the client.

All catering costs which are over and above the Event Fee for the Newport Aquarium must be handled through the Caterer, whether that be Newport Aquarium Catering or a Preferred Caterer (see paragraph VIII). Additional Service Charges shall be imposed for all additional services not included within the Event Fee as described above and in paragraph IX.

The Host shall pay to the Newport Aquarium a deposit (the "Deposit") in an amount equal to fifty percent (50%) of the Estimated Room Rental Fee (set forth on the cover page of this Contract) payable no later than the date set in Section I item 2 of this contract. The balance of the Estimated Event Fee shall be due and payable no later than one week (7) days prior to the event date. The Host will be invoiced for any incidental event charges after the event. The Host shall pay any balance in the Event Fee (including amounts due as a result of attendance greater than estimated in computing the Estimated Event Fee.) Any amount not paid within such 10 days shall bear interest at the rate of 18% per annum until paid.

Only changes that increase the final guest numbers from the contracted amount may be made after the five business day guarantee prior to the event date. The Host will be billed for the guaranteed minimum number of guests set 5 business days prior to the event date, regardless if actual numbers are less.

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III.

If Host wishes to cancel the Event after it has executed this contract, it shall provide written notice to the Newport Aquarium together with payment in full of the following cancellation charge:

If written notice of cancellation is received In advance of the scheduled Event by:	a cancellation charge will be due as follows:
365 Days +	0
180 to 364 Days	25% of Estimated Event Fee
90 to 179 Days	50% of Estimated Event Fee
0 to 89 Days	100% of Estimated Event Fee

The Host acknowledges that even if the Newport Aquarium is able to rebook the Newport Aquarium for the date cancelled by the Host, Newport Aquarium will suffer irreparable harm and that damages caused by such cancellation will be difficult if not impossible to measure. Accordingly, the parties have agreed to the cancellation charge set forth herein as liquidated damages such that the Host will not be liable for any other amount even if Newport Aquarium is unable to rebook such date, and Newport Aquarium will not be liable to refund any amount to the Host even if Newport Aquarium does rebook the date. The Newport Aquarium shall refund any portion of the deposit that exceeds the cancellation charge.

IV.

The Host shall pay Newport Aquarium for any parking fees per car for the Event, should the Host chose to validate guest parking. The parking fee shall be payable: (1) by each car paying when and as it is parked; or (2) by the Host within 10 days after receipt of an invoice for all cars parked at the event. The Host must notify the Newport Aquarium of which payment option it wishes to utilize at least 30 days prior to the Event. Please contact Lanier Parking (859) 291-4624 for current parking rates. Prices subject to change without notice.

V.

Host acknowledges that the Newport Aquarium has the authority to cancel any scheduled Private Event due to fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of the Newport Aquarium or for real or personal property destroyed or damaged due to such causes. In the event that any of the above should occur, all prior monies paid will be refunded to the Host or will be applied to a re-scheduled event, and the Newport Aquarium shall not have any further liability or obligation.

VI.

The Host shall deliver to Newport Aquarium a Certificate of Commercial General Liability Insurance, issued by an insurance company satisfactory to Newport Aquarium, naming "Herschend Family Entertainment Corporation and its Subsidiaries" as additional insured parties and including coverage for premises operation, property damage, and personal injury with a combined single limit of not less than $1,000,000 per occurrence (or any other limit Newport Aquarium shall determine in its sole discretion). This certificate of insurance must be received thirty (30) days prior to the event date.

VII.

The Host agrees to indemnify and hold harmless, the Newport Aquarium, their employees and representatives, from and against any and all losses, costs, claims and damages (including attorneys' fees and court costs) of any nature, to the fullest extent permitted by law, brought by any person attending the Private Event or incurred by the Newport Aquarium at or as a result of the private event, other than any losses, costs, claims or damages resulting from the gross negligence or willful misconduct of the Newport Aquarium, their employees or representatives. The Host shall be solely responsible for any damage to the Newport Aquarium, equipment or other property, including animal death, resulting from the Private Event.

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VIII.

All catering services must be contracted through either Newport Aquarium Catering or one of the Preferred Caterers of the Newport Aquarium. If using a Preferred Caterer, services must be arranged by the Host directly with the Preferred Caterer. All Saturday evening events require a food & beverage minimum of $8000.00. All alcoholic beverage service must be arranged by the Host directly with the Newport Aquarium. Kentucky Alcoholic Beverage Commission regulations prohibit the entry of alcoholic beverages from any outside source. Alcohol may NOT be removed from our facility by a client or their guests at any time. All bar and non-alcoholic drink services are subject to an 18% service charge and applicable sales tax. The Newport Aquarium exclusively serves Coca-Cola Products.

The Newport Aquarium reserves the right to refuse to serve alcoholic beverages and to remove from the premises anyone attending a Private Event, who, in the discretion of the Newport Aquarium, acts in a disruptive, offensive or threatening manner. In all events, alcoholic beverages will stop being served one-half hour prior to the scheduled ending time of the event.

IX.

Additional services such as music, decorating, lighting and audio-visual equipment may be provided by the Host, but must be pre-arranged with the Newport Aquarium. Any Host arranged special deliveries from outside vendors must be scheduled with the Newport Aquarium in advance. Host may not on its own arrange, change or add anything to the Facility i.e. hanging banners, setting up displays without prior approval of the Newport Aquarium staff. All outside rental items (including tents, specialty linen, furniture, serivceware and placesettings must be ordered and billed through Newport Aquarium.

X.

Additional services requested of the Newport Aquarium such as audio-visual equipment set-up, staging set-up, lighting, extended event time, etc., must be arranged in advance by the Host and are subject to Additional Service Charges which are not included in the Estimated Event Fee.

XI.

The host of this private event grants Newport Aquarium the right to use any film, video or photographs of host and its guests or invitees for any purpose whatsoever without payment to host.

This Contract shall be governed by the laws of the State of Kentucky. This Contract may be Modified only with the prior written approval of the parties hereto EXECUTED and REVISED on this day the 9th of October, 2019.

Larry A. Ryle High School
10379 US 42
Union, KY 41091

BY:_____
Signature

PRINT NAME:_____

TITLE: _____

DATE: _____

Newport Aquarium
One Aquarium Way
Newport, KY 41071

BY:_____
Sheena Minix
General Sales Manager

DATE: _____

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