



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

Memo

To: Dr. Jesse Bacon, Superintendent *JB*
From: Mrs. Rachelle Bramlage *RAB*
Date: October 8, 2020
Re: North Bullitt High School Prom

North Bullitt High School is requesting to have their prom on April 24, 2021. Attached you will find a copy of the lease facilities lease agreement for the Muhammad Ali Center in Louisville, KY.

The committee is also asking to use Sincerely Yours Catering to provide food and refreshments for the event. A copy of the quote for services is also attached.

JB
10.12.20

FACILITY LEASE AGREEMENT

This Facility Lease Agreement (this "Agreement"), dated as of 10/07/2020 is by and between the Muhammad Ali Center, with its principal address at One Muhammad Ali Plaza, 144 North Sixth Street, Louisville, Kentucky 40202 ("MAC") 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, MAC has certain facilities available for temporary lease including, but not limited to, the Brown Forman Pavilion, the Library, the View Pointe Hall, View Pointe North, the Main Lobby, the Auditorium, the LeRoy Neiman Gallery and two classrooms; and

WHEREAS, the Lessee desires to lease the facility or facilities indicated on the Facility Use Annex (collectively, the "Facility") and MAC 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 MAC 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 two hours prior to the beginning 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 Lease Term.

a. **Daytime Facility Use.** The Lessee will have shared access to the Exhibits Gallery, Main Lobby and Orientation Theater with the general public. Standard admission fees are not included in the Rent (as defined below). Daytime use of the Facility may begin no earlier than 8:00 a.m. and last no longer than 5:00 p.m. during the Lease Term and shall consist of up to a four (4) hour block of time unless otherwise agreed to by MAC 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. Evening use of the Facility may begin no earlier than as designated by MAC in the Facility Use Annex. In any event evening use of the Facility shall last no longer than 12:00 a.m. during the Lease Term and shall consist of up to a: (i) four (4) hour block of time Sunday through Thursday; and (ii) five hour block of time Friday and Saturday unless otherwise agreed to by MAC and set forth on the Facility Use Annex.

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c. **Overtime.** Upon Lessee's request at least thirty (30) days prior to the Lease Term and with the prior written consent of MAC, an event at the Facility may go longer than the time in the Lease Term for an additional amount to be determined by the MAC; provided, however, in any event the event at the Facility must end no later than 12:00 a.m.

d. **The Ali Center Store.** For an additional fee, The Ali Center Store may be open for a short time during the Lease Term. Please contact MAC to inquire into terms, conditions and rates.

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

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

b. **Payment Schedule.** The Rent, including applicable taxes, if any, that the Lessee shall pay MAC for the lease of the Facility and other charges and expenses are specified on the Facility Use Annex. All sums shall be due and payable as defined in the payment schedule set forth on the Facility Use Annex (the "Payment Schedule") and in Paragraph 3 of this Agreement.

c. **Support Charges.** Upon the mutual agreement of MAC and the Lessee, MAC shall provide additional support services, personnel and/or utilities. The applicable rates for support services, personnel and utilities are those are set forth on MAC'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. **Initial Payment.** Facility space leased on Fridays, Saturdays, or Sundays require a payment of Fifty Percent (50%) of the Rent and other Facility lease amounts set forth in the Facility Use Annex ("Initial Payment") which shall be due within fourteen (14) days of execution of this Agreement by the Lessee. Facility space leased on Mondays, Tuesdays, Wednesdays, or Thursdays, require a payment of Twenty Five percent (25%) of the Rent and other Facility lease amounts set forth in the Facility Use Annex ("Initial Payment") which shall be due within fourteen (14) days of execution of this Agreement by the Lessee. All Initial Payments under this provision shall be non-refundable. MAC will not consider this Agreement as being confirmed and in full force and effect unless and until MAC has received a signed copy of this Agreement with the required Initial Payment. MAC will mail or email to the Lessee a final confirmation notice to the address set forth on the Facility Use Annex upon receipt of an executed version of this Agreement and the Initial Payment. If MAC has not received the required Initial Payment as specified herein, MAC may, at its sole option consider this Agreement null and void.

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b. **Remaining Payments.** All remaining payments as set forth in the Facility Use Annex are due two weeks prior to the Lease Term.

c. **Final Settlement.** MAC must receive payment in full for the undisputed balance of the final invoice at least two (2) weeks prior to the planned event at the Facility. That date shall be considered the date of final settlement. Unpaid, undisputed balances are subject to a finance charge of one and one-half percent (1.5%) per month, or portion thereof, in which such balances are not paid.

d. **Bounced or Returned Checks.** If a personal or company check used to make any payment to MAC bounces or is returned for insufficient funds or otherwise, MAC may charge the Lessee a \$25.00 fee for each time the check bounces or is otherwise returned. If a Lessee's check bounces or is otherwise returned, MAC may immediately cancel this Agreement pursuant to Section 3(e).

e. **Termination.** If any sums are not received as set forth in the Payment Schedule, MAC reserves the right to cancel this Agreement. In the event of cancellation by MAC 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. **Muhammad Ali Image, MAC Logos, and Press Releases.** The use of logos, images or other copyrighted or trademarked material of Muhammad Ali, MAC or the Facility is strictly prohibited without the express written permission of MAC or such other required parties, as applicable. 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.

Lessee shall not release any press release or other information for distribution indicating that the Muhammad Ali Center is a partner with the Lessee or its event without the Muhammad Ali Center's written permission.

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 MAC'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.

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7. **Capacity.** Room capacities for the Facility are set according to applicable fire codes. Lessee will adhere to the capacities predetermined by MAC. MAC 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 MAC aware of any damage to the Facility or the surrounding area noticed during its inspection prior to the Lease Term. MAC 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 MAC determines that damaged was sustained to the Facility or the surrounding area, MAC shall notify the Lessee the nature and extent of such damage and repair the damage at the Lessee's cost and expense.

9. **Discrimination.** The Lessee shall not discriminate against any person at the Facility based upon sex, race, color, religion, ancestry, national origin, disability or sexual orientation. 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.** The Lessee shall procure and maintain throughout the Lease Term, unless otherwise agreed to by MAC, 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 MAC 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 MAC shall be provided to MAC thirty (30) days prior to the lease of the Facility. The insurance policy shall name MAC as an additional insured and provide that the policies may not be canceled or materially altered until at least thirty (30) days prior written notice has been given to MAC. 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 Use Rules.** In addition to the requirements set forth herein, the Lessee shall abide by the following Facility use rules. Smoking is not permitted at the MAC. Lessee and its guests shall fully abide by the MAC Acceptable Use Policy for Internet Access at the Facility as attached hereto as **Exhibit 2** or as such policy may be subsequently amended and in effect as of the applicable Lease Term. MAC does not allow ticketed events that are not directly hosted by a 501(c)(3) entity. MAC reserves the right to request and review proof of a Lessee's 501(c)(3) status prior to entering into this Agreement. If the 501(c)(3) organization wishing to utilize the Facility has a promoter or other host, MAC may require that such promoter or other host also sign and be bound by this Agreement. The Facility may not be used by political advocacy groups because of MAC's 501(c)(3) status. Background music, other entertainment and lighting are each subject to MAC's prior approval. Lessee may not move, alter, or otherwise

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change any exhibit, artifact or display in place at the time of the Lease Term. Absolutely no candles may be used at the Facility. Only tabletop decorations may be used. 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 limited and the Lessee must receive MAC's prior written permission prior to the use of non-helium balloons at the Facility. If the Lessee fails to abide by any of the foregoing prohibition on the use of any prohibited item, MAC may impose an additional cleaning fee to cover the extra cleaning time need in relation to the use of any prohibited item. MAC will bill the Lessee for the additional cleaning fee following the Lease Term and Lessee hereby agrees to pay such additional fee.

Due to the serious health threat posed by COVID 19 to Lessee, Lessee's guests and MAC's staff, the temperature of Lessee and all of Lessee's guests will be taken by a touchless device prior to entrance into Lessee's event. If the temperature of Lessee or any guest of Lessee is above the Center for Disease Control's recommended normal temperature s/he will not be allowed entrance into the MAC's facility.

12. Security. MAC provides twenty-four (24) hour building security at the Facility. Within the sole discretion of the MAC, the Lessee may be required to hire additional security through a vendor approved by the MAC. A minimum level of event security will be determined by MAC. MAC's approved list of security service providers is available upon request.

13. Exclusive Services. MAC and its designated providers have sole and total control over, and rights to, the following: (i) sale and service of food and beverages, including alcoholic beverages; (ii) rigging services; (iii) electrical, gas, water or any other utility installations; (iv) all wired and wireless telecommunication services (voice and data), equipment and transmission lines; (v) audio, visual, sound and lighting equipment; and (vi) business center that provides photocopying, facsimile services, packaging, shipping and receiving (collectively, the "Exclusive Services"). Lessee shall not itself provide or otherwise contract to provide any of the Exclusive Services from any non-approved suppliers without the prior written consent of MAC. A list of all MAC suppliers of Exclusive Services is available upon request.

A One Thousand Dollar (\$1,000.00) fee shall be charged to the Lessee that uses a company other than the MAC's designated audio visual provider for audio, visual, sound and/or lighting. Such non-designated provider shall provide to MAC: Insurance Certificate that meets MAC's requirements; and proper licenses and permits to perform the work.

14. Rental Items Brought to the Facility; Deliveries. If the use of items not otherwise provided by the Exclusive Services is allowed by MAC, placement, set-up and removal of all rental items such as tables and chairs, special linens or audio-visual equipment not owned by MAC are the complete responsibility of the Lessee. MAC has a limited amount of tables, chairs in stock that may be used by the Lessee, upon request, at no additional cost. The value of any missing or damaged items will be charged to the Lessee. All deliveries of equipment, supplies, materials, etc. are to be approved and prearranged with MAC. Delivery and

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pickup are to be in the sixth street loading dock unless otherwise determined and communicated to the Lessee. MAC is not responsible for storing any of the Lessee's belongings before or following the Lease Term. All materials, including all packaging materials, are to be removed from the Facility and its surrounding areas immediately following the Lease Term. Cleaning fees may be charged to the Lessee for materials left at the Facility or its surrounding area following the Lease Term.

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 MAC (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 MAC. No food or beverages are allowed on the outdoor terraces in View Pointe Hall. MAC reserves the right to lock the terrace doors and/or remove the Lessee or its guests that do not comply with this rule. Neither the Lessee nor their guests may bring their own alcohol into the Facility or take alcohol out of the Facility. Only an Approved 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 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 MAC 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 MAC 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 MAC 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.

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

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19. **Threats.** MAC may have to evacuate the Facility upon a threat or other promise of imminent danger to the Facility or to its occupants. MAC shall not be responsible for termination or interruption of any program or event arising from information possessed or threat received by MAC 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.** MAC manages the operations of the Facility. MAC 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. MAC may remove any person during the Lease Term who MAC 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, MAC 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 MAC the customary rate for the Facility involved; and (ii) MAC 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 MAC 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, MAC 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 MAC; and/or (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. After termination, the relation between MAC and the Lessee shall be the same as if the Lease Term fully expired and MAC 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 MAC as a result of the breach of this Agreement. The use of any partial or single remedy shall not prevent MAC from using any other remedy available to it.

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24. Default by MAC. MAC is in default of this Agreement if MAC: (i) fails to provide the Facility on the Lease Term; (ii) breaches any provision of this Agreement; or (iii) ceases doing business. Should MAC default under this Agreement, the Lessee may: (a) receive the unearned rent paid to MAC under this Agreement; (b) give notice of termination with twenty-four (24) hours for MAC 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 the scope or otherwise cancels the event to be held at the Facility or this Agreement within thirty (30) days of the Lease Term, the Lessee shall pay 100% of the Rent for the reduced or cancelled portion of this Agreement as liquidated damages, and not as a penalty. Such cancellation damages shall be available to MAC if MAC makes a reasonable effort, in the normal course of business, to re-let the Facility. Should the Facility be re-let during the Lease Term, the amount received by MAC for such re-let will offset Lessee's liquidated damages. Any such refund will be made at the sole discretion of MAC. MAC shall have the right to cancel this Agreement at any time during the Lease Term. If MAC cancels this Agreement, then MAC shall pay to the Lessee 100% of the Rent contemplated to be paid by the Lessee pursuant to this Agreement as liquidated damages, and not as a penalty.

26. Assumption of Risk. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SERIOUS ILLNESS AND DEATH. THE RISK OF EXPOSURE TO COVID-19 CANNOT BE ELIMINATED AND EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. BY ENTERING THE FACILITY, YOU VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19. YOU RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE THE MAC, OWNER, THE FACILITY OPERATOR, ANY FACILITY SPONSORS AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, PAST AND PRESENT EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FOR ANY KNOWN OR UNKNOWN CLAIMS, LOSSES, DAMAGES, LIABILITY, DEMANDS, ACTIONS, INJURY, SICKNESS OR DEATH RELATING TO COVID-19 OR ANY OTHER ILLNESS OR INJURY THAT YOU (OR YOUR MINOR CHILD) MAY SUSTAIN WHILE AT THE FACILITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR ANY THIRD PARTY.

27. Indemnification. Lessee hereby agrees to defend, indemnify and hold harmless MAC 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, from 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

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legal fees and costs incurred. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

28. 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.

29. 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.

30. 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.

31. Parking. MAC cannot guarantee or arrange parking at the Facility. There is a city-owned public parking garage adjacent to the Facility. Pre-paid parking arrangements can be made through Parking Authority of River City (PARC). Please contact MAC for PARC's contact information. MAC is not responsible for loss, damage, or theft of person or property at the parking garage adjacent to the Facility and it may be used at the users own risk. The Lessee hereby releases, discharges, holds harmless and waives any claim against MAC for losses, injuries, death of or damage to persons or property (including loss or use of property) sustained by the Lessee in connection with parking. 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.

32. 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 MAC (but not labor strikes against the Lessee or against any person admitted to the Facility by the Lessee) then MAC 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.

33. 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.

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34. **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.

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

36. **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.

37. **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.

38. **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.

39. **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 MAC shown above or the address of the Lessee set forth on the Facility Use Annex.

40. **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.

41. **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.

42. **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.

43. **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.

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

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

LESSEE:

MUHAMMAD ALI CENTER:

Signature: JLP

Signature: _____

Name: J Lail

Name: _____

Title: Principal

Title: _____

Date: 10/9/2020

Date: _____

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EXHIBIT 1

Lessee: North Bullitt High School

Muhammad Ali Center
144 North Sixth Street
Louisville, KY 40202
Telephone Number: (502) 584-9254
Fax Number: (502) 589-4905

Event Name: North Bullitt High School Prom

Event #: 12652-1

Event Date: 04/24/2021 - 04/24/2021

Salesperson: Morgan Boone

Email: mboone@alicenter.org

Primary Contact	Address	Email Address	Telephone
Brittany Buckner North Bullitt High School	3200 E Hebron Ln Shepherdsville, KY 40165	brittany.buckner@bullitt.kyschools.us	W: (317) 319-0987 M: (502) 869-6200

North Bullitt High School Prom					
Date	Time	Location	Function	#	Room Rental
Sat, 04/24/2021	7:00pm-10:00pm	21x21 Dance Floor	21x21 Dance Floor	250	
Sat, 04/24/2021	7:00pm-10:00pm	View Pointe Hall	Dance	250	\$3,200.00

CHARGES				
	Charges	Discounts / Adjustments	Adjusted Charges	Total
Room Rental	\$3,200.00	(\$640.00)	\$2,560.00	\$2,560.00
Totals	\$3,200.00	(\$640.00)	\$2,560.00	\$2,560.00
		Payments Received		\$0.00
		Balance Due		\$2,560.00

Deposit Due Date	Amount	Description
10/21/2020	\$1,280.00	Deposit
04/09/2021	\$1,280.00	Final Payment

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Payment Information:

VISA, MasterCard, American Express, and Discover, as well as personal and company checks are accepted forms of payment. Checks should be made to "Muhammad Ali Center." **The signed contract and payment may be mailed to One Muhammad Ali Plaza, 144 North Sixth Street, Louisville, KY 40202 or faxed to (502) 589-4905.** Receipt of the signed contract and the requested payment will confirm booking of your event. Any remaining payment is due two weeks prior to the event date.

Check enclosed _____

Credit Card _____

Type _____ Name on Card _____

Number _____ Exp. Date _____

Credit Card Billing Address _____

I authorize use of this credit card for the deposit payment and any remaining payment due ten days prior to the event date. Please initial _____

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EXHIBIT 2

ACCEPTABLE USE POLICY FOR INTERNET ACCESS

Muhammad Ali Center Acceptable Use Policy For Internet Access

The Muhammad Ali Center offers its customers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. The Muhammad Ali Center (known as MAC throughout the balance of this document) also wants its customers to be informed of their rights and obligations --and those of MAC --in connection with their use of any communications services offered by MAC. This Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's service agreement ("Service Agreement"), is intended as a plain English guide to those rights and obligations.

The fundamental fact about the Internet is that no one owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When customers obtain information through the Internet, they must keep in mind that MAC cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that customers may acquire. For this reason, the customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because MAC cannot monitor and censor the Internet, and will not attempt to do so, MAC cannot accept any responsibility for injury to its customers (or any of their end users or accounts holders) that results from inaccurate, unsuitable, offensive, illegal or unlawful Internet communications.

When customers disseminate information through MAC's network, they also must keep in mind that MAC does not review, edit, censor or take responsibility for any information its customers may create. This places on customers what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over MAC facilities or the facilities of MAC's third party providers or peering partners, and may reach a large number of people, customers' postings through communication services offered by MAC network may affect other network users and may harm MAC's goodwill, business reputation and operations and/or the goodwill, business reputation and operations of MAC's third party providers or peering partners.

The bulleted actions described below are defined by MAC as "system abuse" and are expressly prohibited under this AUP. The examples listed below are not exhaustive and are provided solely as guidance to the customer.

In general, customers may not use the MAC network, machines or services in any manner which:

- Violates any applicable law, regulation, treaty or tariff
- Violates the acceptable use policies of any networks, machines, or services which are accessed through MAC's network
- Infringes on the intellectual property rights of MAC or others;
- Violates the privacy of others

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- Involves deceptive online marketing practices including, without limitation, practices that violate the United States Federal Trade Commission's guidelines for proper online marketing schemes; or otherwise violates this AUP.

Prohibited activities also include, but are not limited to, the following:

- Attempting to interfere with or denying service to any user or host (e.g., denial of service attacks);
- Falsifying header information, user identification or user information;
- Introduction of malicious programs into the network (e.g., viruses, worms, Trojan horses, etc.)
- Monitoring or scanning the networks of others without permission (e.g. port scan)
- Attempted or successful security breaches or disruption of Internet communication, including without limitation accessing data, machines or networks of which the customer is not an intended recipient or user or logging into a server or account that the customer is not expressly authorized to access (e.g. hacking or cracking);
- Executing any form of network monitoring (e.g., packet sniffer) which will intercept data not intended for the customer;
- Using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
- Sending unsolicited commercial email or unsolicited bulk email (e.g. UCE, UBE, or spamming) through the MAC Internet network; or sending unsolicited commercial or bulk email through another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by MAC, including without limitation email, web, FTP and DNS Services. Without in any way limiting MAC's rights under the AUP and/or the Services Agreement, Customers who send unsolicited commercial or bulk email agree to pay MAC the cost of MAC labor to respond to complaints, with a minimum charge of \$200.00.
- Hosting websites that sell products or services that are used to gather email addresses or to assist in the sending of unsolicited email;
- Providing (with or without an associated fee) automated tools, software and/or support services that allow others to engage in spamming (e.g., spam, spyware);
- Maintaining an open relay mail server;
- Collecting e-mail addresses from the Internet for the purpose of sending unsolicited e-mail or to provide collected addresses to others for that purpose (e.g., database scraping and/or database harvesting);
- Transmitting or receiving copyright infringing material, including but not limited to copyrighted music, video, software, books, programs or other published material.
- Transmitting or receiving obscene, indecent, offensive, racist, defamatory, unreasonably violent, threatening, intimidating or harassing material.
- Export Control Violations --The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.
- Other Activities, whether lawful or unlawful, that MAC or any of its third party providers or peering partners determines to be harmful to its customers, subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

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As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the customer. MAC will not, as an ordinary practice, monitor the communications of customers to ensure that they comply with MAC policy or applicable law. When MAC becomes aware of harmful communications, or when it is notified or becomes aware of actual or potential violations of this AUP, MAC may take any action to stop the harmful activity, including but not limited to: filtering; denying access to MAC Services; suspending or terminating the Service access of customers; and/or taking any other actions as deemed appropriate by MAC. MAC shall have the sole discretion to determine which action is appropriate under the circumstances. MAC may take action immediately without regard to any cure periods that may be set forth in the customer's applicable Service Agreement. MAC shall have the sole right to interpret the meaning of any provision of this AUP or whether a customer's or any of its end-user's or account holder's activity violates this AUP.

Customers who violate this AUP may incur criminal or civil liability. MAC may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or criminal investigations of violations.

MAC also is aware that many of its customers are, themselves, providers of communications services, and that information reaching MAC's facilities from those customers may have been originated by end users, account holders or customers of those customers or other third parties. The provisions of this AUP (as such AUP may be revised by MAC from time to time), apply to MAC's customer's end users, account holders and customers. MAC customers who provide services to their own users and customers must affirmatively and contractually pass on the restrictions of this AUP to its users and customers and take steps to ensure compliance by their users and customers with this AUP, including without limitation the ability to terminate the Internet access of its end users, account holders or customers for violations of this AUP. MAC customers who provide services to their own users also must maintain valid postmaster and abuse email addresses for their domains, comply with all applicable Internet RFCs, maintain appropriate reverse DNS information for all hosts receiving connectivity through MAC's network for which DNS responsibility has been delegated to the customer, maintain accurate contact information with the appropriate domain and IP address registrars, take reasonable steps to prevent IP spoofing by their users and downstream customers, provide 24/7 contact information to MAC for dealing with security and abuse issues and act promptly to ensure that users are in compliance with MAC's AUP. Reasonable steps include, but are not limited to, using IP verify unicast reverse path wherever appropriate and using IP address filtering wherever appropriate. Failure to cooperate with such corrective and preventive measures is a violation of MAC policy. Notwithstanding anything herein to the contrary, a violation of this AUP by a customer, account holder or end-user of any MAC customer shall be considered a violation of this AUP by such MAC customer and MAC may take immediate action, without regard to any cure periods in the MAC customer's applicable Service Agreement, in response to such violation, including without limitation termination of the customer's services under the Service Agreement

Usenet Newsgroups: MAC places the following restrictions on newsgroup postings by its users.

- No illegal content, including pyramid/ponzi schemes, infringing materials or child pornography, is permitted;
- All postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole;
- Commercial advertising is typically off-topic and/or a violation of charter in most Usenet newsgroups.

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- Posting twenty or more copies of the same article in a 45 day period or continued posting of off-topic articles after being warned is prohibited. Users who engage in such action using MAC accounts will be charged the costs of labor to issue cancellations and respond to complaints, with a minimum charge of \$200.00. Users who engage in such activity from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by MAC is prohibited and grounds for termination of those services to those users.
- Excessive cross posting is prohibited.
- Posting articles with false header information is prohibited;
- Users may not issue cancellations for postings except those which they have posted themselves, those which have headers falsified so as to appear to come from them, or in newsgroups where they are the official moderator.

MAC also is concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, MAC urges its customers to assume that all of their on-line communications are insecure.

MAC cannot take any responsibility for the security of communications transmitted over MAC's facilities. MAC will comply fully, however, with all applicable laws concerning the privacy of its customers' on-line communications. In particular, MAC will not intentionally monitor or disclose any private electronic mail messages sent or received by its customers unless required to do so by law. MAC may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, MAC may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, MAC may disclose information transmitted over its facilities where necessary to protect MAC and its customers from harm, or where such disclosure is necessary to the proper operation of the system.

Digital Millennium Copyright Act Policy – It is the policy of MAC to respond expeditiously to claims of intellectual property infringement. MAC will promptly process and investigate notices of alleged infringement and will take appropriate action under the Digital Millennium and Copyright Act (“DMCA”) and other applicable intellectual property laws. Notices of claimed infringement should be directed to MAC’s registered copyright agent at the following address: abuse@alicenter.com.

To contact MAC with any questions, comments about the AUP or any claimed violations of this AUP, please email MAC at abuse@alicenter.org.

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4300 Bayberry Drive Louisville Kentucky 40216

448-Food or Fax 448-3663

wandawilcox@bellsouth.net

North Bullitt High Prom

Muhammad Ali Center

April 24th 2021 6:00 pm to 10:00pm

Dinner Menu

No pork menu

Southern Fried Tenders asst. Sauces

Barbeque Beef Meatballs

Chips and Buffalo Chicken Dip and Guacamole

Imported and Domestic Cheese Display with Grapes and Crackers

Fresh Vegetable Crudit  with Chunky Veggie Dip

Asst Cheese Cake with Toppings

Asst. Delicious Cookies and Chocolate Pecan Fudge Brownies

Unlimited Beverages: Unlimited Ice, Fresh Fruit Punch, Tea & Lemonade

Itemized Cost listing for 250 People

Menu.....	\$ 3,250.00
Staff.....	\$ 500.00
Linens.....	\$ 200.00
18% Grat.....	\$ 711.00
MAC.....	\$ 487.50
Total.....	\$ 5,148.50
Half due 30 days prior.....	\$ 2,574.25

Full balance 2,574.25 Due 5 days prior to event!

Sincerely Yours will provide catering services for North Bullitt High on April 24th 2021 at the Ali Center. This will be a Prom with 250 guests. It includes all clear plates eating attire, food equipment and table linens. Sincerely Yours is responsible for setup of all tables and chairs, full clean up and trash removal. For questions or concerns please contact Wanda at 502 448-3663 her cell 502 593-8239. If you agree with these figures email back Signed and Dated to wandawilcox@bellsouth.net.

Thanks for Choosing Sincerely Yours Catering Inc.

Client

Date

Wanda Wilcox

Date

Sincerely Yours Catering Excepts Credit Cards