Facility Contract

Return this form and accompanying materials including Total Due in FULL and proof of insurance at your earliest convenience in order to confirm your event.

Hardin County Schools pac Performing Arts Center

THIS CONTRACT, for the renting of facility and provision of services for the events described below and in the attached documents is made by and between

Kentucky Repertory Theatre	1-270-786-1200
(Renter)	(Telephone)
PO Box 215; Horse Cave, KY 42749	
(Mailing Address)	(Facsimile)

Hereafter referred to as the "Renter," and the Hardin County Schools Performing Arts Center hereafter referred to as "PAC".

This Contract is made this 31st day of July in the year, 2009

That for and in consideration of mutual promises and covenants contained herein, the parties hereto agree that the PAC will be furnished for use to the Renter for the following purposes and no other:

Performances of "Dracula" 10/29-~~31/09~~ 11/1/09 KB/MMJ

(Title of Event)

Organization Type & Hourly Charges

Your organization type has been categorized as Regular Performing Arts Event

Based upon this category and your Facility Application information, your anticipated Hourly Charges will amount to: $3825.00

Additional Fees

Based upon your Facility Application information, your anticipated Additional Fees will amount to: $560.00

Total Due

1. The Renter shall pay the Total Due to PAC for use of the facilities. This amount is due at time of contract signing, unless the parties agree to a modification identified as follows: **$4385.00**

   No Modifications.

2. Other terms and conditions are detailed in the attached Facility Application, and the Conditions of Rental as well as any applicable Addendums. All attachments are hereto and incorporated herein as if fully set out. By signature below, the Renter agrees to all of the terms set forth in this Contract as well as all attachments.

Refunds

3. Payment will only be refunded if the PAC receives written notification of the Renter's cancellation no later than thirty days prior to rental date listed above. If cancellation occurs after that date, the PAC shall keep the payment to cover expenses incurred or lost due to the forfeiture of the renting.

Additional Charges

4. Additional charges not included in this agreement may be imposed in cases of unusual damages to facilities and for additional use of facility, equipment, supplies, cleaning and services above and beyond those stated herein and in attached exhibits. Hourly Charges are based upon the time facility doors are locked or unlocked prior to and following an event. These charges will be issued in a Final Invoice presented to the Renter following the completion of the event.

Authorized Material

5. The Renter agrees that any materials (i.e. music, literature, poetry, lecture, comedy, etc.) presented at the PAC is either original work or works for which the Renter has received written permission from the author or his/her licensed agent to perform. Renter assumes the risk of all legal action, damage and expense including attorney fees incurred as a result of illegal use of copyrighted material and agrees to indemnify and hold harmless the PAC, its officers, agents, and employees, as well as the Hardin County Board of Education, its agents and employees, from and against any and all liability, damage and expense including attorney fees incurred as a result legal action taken on behalf of copyright owner(s).

Permits, Insurance and Conditions of Rental Provisions

6. The Renter agrees to abide by all rules, regulations and policies as set forth in the Conditions of Rental and any applicable Addendums including, but not limited to, those policies requiring liability insurance in a minimum sum of $1,000,000; and the obtaining of licenses, permits and associate fees necessary to conduct the operation specified by this Contract. Said permits and proof are attached hereto and are incorporated herein by reference. The Renter states that it has read the Conditions of Rental and any applicable Addendums, understands it, and agrees to abide by it.

7. Proof must be provided by the Renter at Contract signing that the Renter's liability insurance policy lists Hardin County Board of Education as an "Additional Insured" for the duration of the time Renter uses the facility.

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Indemnification Agreement

8. Renter assumes the risk of all damage, loss, cost, and expense, and agrees to indemnify and hold harmless the PAC, its officers, agents, and employees, as well as the Hardin County Board of Education, its agents and employees, from and against any and all liability, damage, loss and reasonable attorney fees incurred as a result of the Renter's use of the PAC.

PAC Approval

9. All exhibits, events or artistic performances in the PAC are always subject to approval by the Hardin County Superintendent or their designee (the PAC Director). Performers or presenters expressly consent to such sole approval and expressly waive any claim of censorship.

Structural Changes

10. The Renter agrees not to make any structural changes to the premises without the prior written permission of the Hardin County Superintendent or their designee (the PAC Director).

Vacating Premises

11. The Renter agrees to vacate the premises within the time specified and leave the premises in the same condition as when received. Failure to do so will result in additional charges issued via Final Invoice. The Renter agrees to be liable for any damages to the premises beyond the TOTAL DUE reflected in this agreement.

Breach of Agreement

12. The Renter agrees that any breach of the terms and conditions of this Contract may result in immediate expulsion from the facilities and will result in denial of any future requests for usage of the facility.

    Should the Renter breach any of the terms and conditions of this Contract, and legal action is undertaken by the PAC Director and/or the Hardin County Board of Education, the Renter agrees to pay reasonable attorney's fees and court costs incurred by the PAC Director and/or the Hardin County Board of Education.

Venue

13. This Contract is governed by the laws of the Commonwealth of Kentucky; venue shall be in Hardin County, Kentucky.

Miscellaneous

14. The Renter shall assume full responsibility for the conduct of any patron, guest or visitor who attends an event it is sponsoring. Smoking, food and/or drinks are allowed only in designated areas as specified in the Conditions of Rental. The Renter is responsible for any special clean up or repair which may result from their event. A maintenance fee for special clean up or repair will be assessed if necessary.

Agreement to Terms

I, Robert Brock, the undersigned, a representative of the organization, Kentucky Repertory Theatre, do hereby agree to all terms outlined herein. I agree to abide by these terms with the understanding that failure to comply could result in the cancellation or rescheduling of the event outlined above. I understand that under certain circumstances, my organization's failure to abide by these terms could result in ejection and/or restriction from the Hardin County Schools Performing Arts Center.

(Signature of Renting Organization Representative) — Date: 9/9/09

(Signature of PAC Director) — Date

PLEASE SIGN AS INDICATED AND RETURN THIS PAGE ALONG WITH YOUR APPLICATION

CONTRACT CHECKLIST:

- ☑ **Payment is Included. If not, please explain:** _____
- ☑ **Proof of insurance with Hardin County Board of Education listed as an "Additional Insured" attached.**

  If not, please explain: _____