



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

07/07/2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve contract with Devou Properties, Inc. for a single use rental of the Drees Pavilion Overlook on August 25, 2021 to host an onboarding professional development for the instructional team.

APPLICABLE BOARD POLICY:

01.1-Legal Status of the Board

HISTORY/BACKGROUND:

KCSD has approved the addition of special education, preschool, and academic consultants beginning in the 2021-22 school year. In an effort to maximize the collaboration and collective efficacy of new and existing staff across departments after schools are in session, this off site location has been selected to house the event.

FISCAL/BUDGETARY IMPACT:

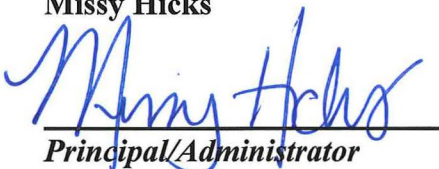
Total cost including rental, breakfast, and lunch is \$1350. ARP ESSER Funds will be used.

RECOMMENDATION:

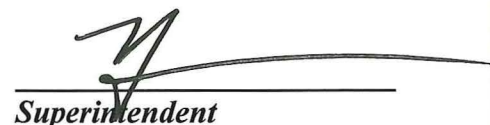
Approval to contract with Devou Properties, Inc. for a single use rental of the Drees Pavilion Overlook on August 25, 2021 to host an onboarding professional development for the instructional team.

CONTACT PERSON:

Missy Hicks


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



DREES PAVILION RENTAL INFORMATION

Event Date 8/25/21 E-Mail Address missy.hicks@kenton.kyschools.us

Event Start Time 8:00 a.m. Event End Time 4:00 p.m.

Description of Event Corporate meeting

Renter's Name The Kenton County School District

Renter's Address 1055 Eaton Drive, Fort Wright, KY 41017

Renter's Telephone (W) (859) 344-8888 (C) (859) 814-4883

Number of Estimated Guests: 30 Room(s) Being Rented: _____

Caterer n/a Room(s) Rental Rate \$ _____ /4 hour event
Room(s) Rental Rate \$ _____ /per add'l hour

Is your organization tax exempt? Yes or No, if yes, attach a copy of your tax exempt certificate for our records.

Initial Deposit Amount Due: n/a Initial Deposit Due Date: n/a

Event Minimum 2021/2022 – Saturday (Peak) \$20,000.00

Final Payment _____
(net 15 days)

I have read and understand the above information.

Renter _____ Devou Properties _____
Date _____ Date _____

CORPORATE/BUSINESS EVENT RENTAL AGREEMENT

This Rental Agreement (the "AGREEMENT") is entered into between Devou Properties, Inc. ("DEVOU") and the undersigned (the "RENTER").

RECITALS

A. Devou manages, operates and maintains *The Drees Pavilion at the Devou Memorial Overlook* (the "DREES PAVILION") located at 790 Park Lane, Covington, Kentucky 41011;

B. Renter desires to use facilities and space in the Drees Pavilion for the purpose and upon the terms hereinafter provided; and

C. Devou intends to authorize the use of designated areas that may be used by the Renter and may be available to other persons ("GUESTS") under the terms and conditions provided herein.

NOW, THEREFORE, Devou permits Renter and Renter agrees to the use of those facilities and areas of Drees Pavilion as hereinafter described ("AUTHORIZED AREAS") for the term, at the fees, and upon the terms, covenants, and conditions hereinafter set forth:

TERMS

1. **Event, Authorized Areas, and Term.** Devou grants to Renter a non-assignable permission to use for the following event, the Authorized Areas in the Drees Pavilion described below, including designated corridors for ingress and egress, and during the dates and times indicated provided that

the Drees Pavilion shall be used only on dates and times the Drees Pavilion is open to the public and only for the limited purpose of conducting Renter's event described herein:

Event Name: _____

Anticipated Count: _____

Event Description: _____

Event Type: _____

Authorized Area: _____

Term of Use:

Beginning at _____ m.

Ending at _____ m.

Devou reserves the right to control all common and lobby areas designated by Devou. Devou will permit Renter to only use those areas of the lobby and common areas, as it deems appropriate. Renter shall have no access rights in any other part of the Drees Pavilion unless previously designated, in writing, by Devou.

2. **Renter's property.** Renter shall not move personnel, equipment or materials onto the Drees Pavilion premises prior to the beginning of the Event unless approval for earlier use is granted by Devou. Renter shall remove all of its personnel, equipment and materials from the Drees Pavilion premises at end of Event, unless otherwise

extended by Devou. If such property is not removed within the period of time for move-out, Devou may store or cause to be stored any such property and Renter shall pay a reasonable fee for such storage and all expenses incurred thereof. If the stored property is not claimed and storage fees not paid within ten (10) days of being notified by Devou, the property shall be deemed abandoned and Devou shall then have the right to sell the property, goods, or effects in such a manner as is permitted by law and to apply the proceeds thereof toward any and all charges incurred by Renter.

3. Deposit. Renter shall furnish to Devou a non-refundable confirmation deposit ("CONFIRMATION DEPOSIT") and a refundable security deposit ("SECURITY DEPOSIT") in an amount to be determined by Devou to insure that the Renter performs all its obligations under this Agreement, unless waived at the discretion of Devou. The Security Deposit must be in the form of a check. The Confirmation Deposit will be applied to the total price of the event. The Security Deposit will be refunded two weeks following the event less any charges for additional services, damage, or extra time charges not arranged in advance, or other costs incurred by Devou due to the failure of Renter to abide by the policies stated herein. If any damage or theft occurs, the renter will be responsible for the entire replacement amount even if it exceeds the deposit. The amounts of the deposits are as set forth in the attached "SCHEDULE 'A' - REQUIRED DEPOSITS." All deposits and other payments shall be made by check acceptable to Devou.

4. Rental. Renter hereby agrees to pay Devou, as rental for use of said facilities, the amount and at such times as is set forth in the attached "SCHEDULE 'B' - REQUIRED PAYMENTS"

All amounts paid on execution of this Agreement and as partial payments by Renter are nonrefundable and shall be retained by Devou if Renter terminates this Agreement for any reason whatsoever, except as provided herein.

5. Additional Charge. Renter shall be held responsible and billed for any additional charges incurred after this time.

Price escalation. An Event scheduled more than twelve (12) months but less than eighteen (18) months from the date of this Rental Agreement is subject to a price increase not to exceed eight percent (8%). Events scheduled eighteen (18) or more months in advance are subject to a price increase to equal the then customary rate being charged by Devou.

6. Cancellation Fees. In the event that Renter cancels the Event, without timely notice to Devou, Renter shall pay to Devou a Cancellation Fee as set forth in the attached "SCHEDULE 'C' - CANCELLATION FEES." Refunds are not given for "no-shows."

7. Late Fees and Return Fees. The maximum interest rate permitted by law, but in no event more than twelve percent (12%) per annum, compounded daily, will be added to the balance due until the date payment is received by Devou. In addition, Devou may declare Renter to be in breach and cancel this Agreement, retaining all funds paid by Renter, while using reasonable efforts to mitigate Renter's total exposure for the balance of rental fees and other costs or charges, by attempting to relet said space. A check return fee of \$35.00 shall be charged for any check returned unpaid.

8. Standard Terms and Conditions: It is further agreed that the Drees Pavilion **Standard Terms and Conditions** attached hereto are incorporated herein by reference, and form a part of this Agreement.

9. Entire Agreement: Except as otherwise provided herein, this Agreement contains the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself.

10. Modifications of Agreement: No waiver, modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.

11. Payment of Vendors. Devou contracts with various vendors, from time to time for services, including caterers, audio visual equipment services, lighting, linen services, chair rental, valet, florist and others to meet the requests of the Renter for their Event. Devou agrees that it shall pay any vendors contracted through Devou from the funds it receives from the Renter for payment of any vendor and to save and hold the Renter harmless there from.

12. Counterparts: This Agreement may be executed in counterparts, each of which counterparts so executed shall be deemed to be an original and such counterparts together shall constitute a single instrument. This Agreement may be executed and delivered by facsimile transmission and if so delivered, the original executed versions of

this Agreement shall be delivered forthwith to the other party hereto.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth below by their respective representatives.

Devou Properties, Inc.

By: _____
Title: _____

Renter

PRINT NAME OF COMPANY

By: _____
Title: _____

**DREES PAVILION
STANDARD TERMS AND
CONDITIONS
Corporate/Business Event**

1. Use.

A. Authorized Areas. The Authorized Areas shall be used only for the purpose of conducting the Event and for no other purpose. If requested by Devou, Renter shall provide Devou with a detailed description of the Event that will be incorporated herein by reference. Renter warrants that within the definition set forth below, the Event will be a banquet or dinner.

B. Pre-Event Requirements. Prior to the date of the scheduled event, a representative of Devou will meet with Renter to confirm menu and room set-up details. On week prior to the date of the scheduled event, representative of Devou will meet with Renter to confirm the attendance count, and the balance of the total price of the event, minus deposits. The confirmed number of guests cannot decrease after this final meeting, however should the guest count increase, Renter shall advise Devou upon learning of the increase in attendees.

C. Guest Count. The Drees Pavilion has a seating capacity of three hundred and eighteen (318) for a sit down or buffet reception and three hundred and fifty (350) for a theater style meeting or conference. For Renter's comfort and safety, these limits must be observed. Over-limit events will incur additional fees and will require tenting of outdoor space. Devou will set room and schedule personnel based on the final count given to the Devou representative at the final meeting one (1) week prior to the event, subject to additions to number approved by Devou. This count is not

subject to reduction after the final count is given to the Devou representative.

D. Set-up. The Drees Pavilion will be open two (2) hours prior to the scheduled event start time for any pre-event need. Any additional time needed is subject to availability and will incur an additional cost. In the event Renter's Guests arrive before the scheduled start time, Devou will allow Guests to enter the Drees Pavilion if the Authorized Area for the event is ready, and the ending time will be adjusted accordingly. **SCHEDULING OF EVENT IS OF EXTREME IMPORTANCE.** All events conclude no later than midnight, with the exception of New Year's Eve events.

The Drees Pavilion facility will be open (2) hours prior to the scheduled start time of an Event to receive deliveries. **ALL DELIVERIES SHOULD BE BROUGHT IN THROUGH THE SIDE DOOR.** Any exceptions are to be made with consent of Devou. Propping open doors while delivering is not permitted as it interferes with the heating and air conditioning of the facility. If pick-up is to be made by an outside company Devou should be contacted to schedule such pick-up.

E. Eating Schedule. Renter is responsible for informing its Guests, photographers, Videographers, speakers, seminar leaders, etc., of the eating schedule. Food is prepared and served according to the times provided to Devou. Any "holding time" of food due to late arrival or inaccurate timing may compromise the food quality. Devou is not responsible for inferior food quality due to inaccurate timing. Renter is responsible for notifying any adjustments in the schedule to Devou in advance of the Event date.

F. Manner. Renter acknowledges and accepts responsibility to insure that Renter shall not use the Drees Pavilion or permit it to be used by any employee, agent or Guest in any manner:

- (i) For any illegal purpose;
- (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
- (iii) That could vitiate the insurance or increase the rate of insurance on the Drees Pavilion;
- (iv) That constitutes any waste or nuisance;
- (v) That causes injury or damages to the Drees Pavilion;
- (vi) That is in violation of Devou's General Rules and Regulations, as such may exist from time to time;
- (vii) In any manner that will cause or produce any unusual, noxious, or objectionable smokes, gases, vapors or odors;
- (viii) That will interfere with the effectiveness or accessibility of the building's mechanical systems (including lines, pipes, wires, conduits, fire lines, fire sprinklers, and equipment), public area, restrooms, or the parking lot;
- (ix) That will allow the premises to be used for unlawful or immoral purposes or in any manner as to injure persons or property in, on or near Authorized Area;

G. Health and Safety. Renter shall conduct all activities in the Authorized Areas in a dignified and orderly manner with full regard for public health, welfare, and safety. Renter shall not allow any employee or Guest at, in or about the Drees Pavilion to engage in conduct that is detrimental to the health, safety, and welfare of others, is discriminatory, or as may be objected to by Devou. Failure by Renter or

any person to comply with this paragraph shall result in the immediate revocation of such use by Devou.

H. Right to Eject. Devou reserves the right to eject or cause to be ejected from the Drees Pavilion any person, who unreasonably interferes, disturbs, disrupts, or distracts another person from enjoying or participating in any authorized event at the facility. Devou, including its officers, agents, or employees shall not be liable to Renter for any liability, damage, loss, or expense (including attorney fees) that may be sustained by Renter through the exercise by Devou of such right.

I. Final Housecleaning. Devou shall perform a final housecleaning after each event. If an excessive amount of cleaning is required to return the premises back to the same condition as it was prior to the event, normal wear and tear excepted, an additional cleaning charge will be assessed and paid by check or forfeiture of security deposit. Renter agrees to accept responsibility for the damage due to loss of any merchandise or articles brought to the Drees Pavilion prior to, during or following an Event.

J. Children. Children are to be supervised at all times while at Drees Pavilion. Renter assumes a shared interest in their safety and in preserving the property at Drees Pavilion. As a last resort, a general announcement will be made regarding the need for supervision of children.

K. Renter Decorations. All set-up and decorating of the Drees Pavilion facility and/or Gazebo by the Renter (including but not limited to florists, event coordinators, musicians, or any other hired personnel) requiring affixing or attaching to anything, must have the prior approval of Devou. Above-mentioned personnel who are not

employees of Devou are required to provide their own equipment for moving supplies, musical instruments, speakers, and other necessary items to perform their function at the event. Devou is not responsible for any merchandise brought into Drees Pavilion before or left after an event. No rice, confetti or other items or materials will be thrown anywhere within the Drees Pavilion rooms or grounds without the prior approval of the Executive Director of the facility. Fog machines are not permitted. No fireworks or pyrotechnics of any type are permitted. Any variation from these policies will subject Renter to additional charges.

L. Smoking. The Drees Pavilion is a non-smoking facility. Covered porches and outdoor patios provided areas for smoking guests.

M. Entertainment. If a DJ/band or other form of entertainment is used by Renter, the volume of the entertainment is subject to being restricted by Devou if the entertainment interferes with another simultaneous event occurring on the premises or in the facility.

N. Additional Security Personnel. Devou reserves the right to require Renter to hire a security service. An Event that Devou would require Renter to hire a security service would be, but is not limited to, those that have a high ratio of children/teenagers to adults (i.e., bar and bat mitzvahs, high school dances, etc.). Devou will arrange for a security service to work the Event at the expense of Renter.

2. Services Provided by Devou.

A. In General. The rental price includes use of the specified room for a four (4) hour period (longer if an extension is pre-purchased), banquet tables and chairs, table

linens, eating utensils, glassware and china for the guaranteed number of guests as well as centerpieces. The above-mentioned items, as well as personnel, are included in the pricing. A request for additional tables and chairs over and above the guaranteed number of guests will be subject to an additional charge. If the Renter furnishes candle centerpieces, the candles must be drip-less with hurricane covers. Any specialty lighting must be purchased and provided by Devou's lighting provider.

All set-up and decorating of the Drees Pavilion facility and/or Gazebo by the Renter (including but not limited to florists, event coordinators, musicians or any other hired personnel) requiring affixing or attaching to anything, must have the prior approval of Devou Properties, Inc. Above-mentioned personnel who are not employees of Devou Properties, Inc. are required to provide their own equipment for moving supplies, musical instruments, speakers and other necessary items to perform their function at the event. As stated in paragraph 12.0 of our Rental Agreement, Devou Properties, Inc. is not responsible for any merchandise brought into Drees Pavilion before or left after an event. No rice, confetti, artificial flower petals or other items or materials will be thrown anywhere within the Drees Pavilion rooms or grounds without the prior approval of the Executive Director of facility. All specialty lighting must be purchased from and provided by Drees Pavilion service providers. Fog machines are not permitted. No fireworks or pyrotechnics of any type are permitted inside. Any variation from these policies will subject Renter to additional charges.

B. Parking. Valet parking and coat check personnel will be provided by Devou for an additional cost, upon the request of Renter.

C. Phone Calls. Devou maintains office hours Monday-Friday 9:00 a.m. – 5:00 p.m.. Any phone call received at Drees Pavilion after-hours generally will not be answered. House phones are provided for Guests to make calls. Renter shall inform Guests that phone messages are not taken after office hours.

D. Support Personnel. Devou provides information sheets for support personnel such as but not limited to: bakeries, florists, DJs, bands, photographers, videographers, event coordinators, audio-visual companies, and miscellaneous rental companies and any other sources available to provide serves for an Event. It is the Renter's responsibility to distribute the sheets to the appropriate people. Devou shall work cooperatively with this support personnel to make the Event run smoothly.

E. Food and Liquor. Food and liquor may not be brought in by Renter unless specifically authorized by Devou Properties, Inc. All food and drink must be purchased through Devou Properties, Inc. preapproved and exclusive caterers and be pre-arranged. Due to health concerns, no food or beverage may be supplied by the Renter. In the best interest of Renter, it is Devou Properties, Inc. policy not to serve alcoholic beverages to support personnel including but not limited to d.j./band, photographer/videographer, event coordinator, audio/visual operators, etc. Any deviations from this policy must be agreed to by Renter and Devou Properties, Inc. and put in writing. Any extra meals or beverages for support personnel will be included in the guest count and paid for by Renter. As required by the Commonwealth of Kentucky, it is Devou Properties, Inc.'s policy to check identification for guests requesting alcoholic beverages. All guests,

including Wedding Parties, should be informed that Food and Liquor may not be brought in by Renter unless specifically authorized by Devou. This includes, but is not limited to: food and drink requirements for wedding parties before, during or after the ceremony and/or reception. Devou reserves the right to refuse serving alcohol to anyone they feel is intoxicated.

C. Fireworks.

No fireworks, Sky lanterns or pyrotechnics or sparklers are permitted inside or outside the Drees pavilion. Firework shows may be permitted, but Renter must execute separate Firework Addendum.

3. **Liquidated Damages.** If Renter cancels any event covered by this Agreement, Renter agrees to pay Devou the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constituted reasonable provisions for liquidated damages:

A. If the Renter, within eighty-nine (89) or fewer days prior to the event cancels the event, Renter is responsible for the entire agreed to Food & Beverage Minimum plus 6% sales tax as liquidated damages.

4. **Insurance.** Devou shall at its own expense secure and maintain through the terms of this Agreement, the occurrence-based insurance listed below. All such insurance shall be primary of any other valid and collectable insurance of Renter and Devou.

A. Workers' Compensation and employer's liability insurance in the Commonwealth of Kentucky with limits not less than the greater of \$500,000 or

the relevant state statutory limit for each accident or each bodily injury caused by disease;

B. commercial general liability insurance with limits not less than \$1,000,000 per occurrence for bodily injury or property damage; \$2,000,000 aggregate.

C. excess liability or umbrella insurance with limits not less than \$1,000,000 per occurrence.

5. **Indemnification.** Renter agrees to indemnify, hold harmless, save, and defend Devou, its agents or employees, from any and all actions or claims for any loss, injury, damage and expense (including attorney fees and costs), sustained or claimed to have been sustained by reason of the use or occupation of the Drees Pavilion facilities, parking area, or premises by the Renter in connection with Renter's event, or arising out of, in whole or in part, from any use of the Authorized Area, or from any act, omission, negligence, fault, or violation of any law or ordinance, by Renter, its officers, agents, employees, Guests, patrons, invitees, or any other person, other than Devou or an employee of Devou, who is responsible for setting up or dismantling decoration or entering the facility with the implied or express permission or consent of Renter.

6. **Waiver of Subrogation.** Renter hereby waives any and every claim which arises or may arise in its favor and against Devou during the term of this Agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage of Devou is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release

contained in this Agreement with respect to any loss or damage to property of Renter

7. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provision thereof.

8. **Non-discrimination.** Renter agrees not to discriminate against any individual, or employee because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with services or privileges offered to or enjoyed by its guests. The extent that Renter's Event causes or requires reasonable accessibility and accommodations to be provided for persons with disabilities, Renter shall be solely responsible for determining and providing, at its own expense, such accommodations for persons with disabilities attending the Renter's Event and in the manner required by the federal Americans with Disabilities Act.

9. **ADA Compliance by Devou –** For the Drees Pavilion property, Devou shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act "ADA" including: (i) the "readily achievable" removal of physical barriers to access to the common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Devou than other individuals (e.g., Braille menus or reader); (iii) the modification of Devou's policies, practices, and procedures applicable to all

guests and/or groups a necessary to provide goods and services to disabled individuals (e.g., emergency procedures). Any extraordinary costs for special auxiliary aids requested by Renter shall be borne by Renter provided Devou notifies Renter in writing.

Mutual Cooperation in Identifying Special Needs – Renter shall attempt to identify in advance any special needs of disabled guests requiring accommodation by Devou and will notify Devou in writing of such needs for accommodation as soon as they are identified to Renter. Whenever possible, Renter shall copy Devou on correspondence with attendees who indicate special needs as covered by ADA. Devou shall notify Renter in writing of requests for accommodation which it may receive otherwise than through Renter to facilitate identification by Renter or its own accommodation obligations or needs as required by ADA.

10. Force Majeure. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented, or rendered impractical by any of the following events: fire, flood, riot, earthquake, tornado, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, or any law, ordinance, rule or regulation. In any such event, Devou may, in the exercise of its discretion, terminate this Agreement, in which event Devou shall return to Renter any payments that have been made for a period that has been prevented or interrupted. Renter hereby acknowledges and expressly waives any claim for damage or compensation, including consequential damages, should the Agreement be so terminated. Devou shall in no way be liable for any personal property or other damage,

inconvenience or annoyance to the Renter arising from any of the above-stated events. Devou shall not be liable to the Renter for delay or failure to perform its obligations, except there shall be a pro rata reduction in the consideration which would otherwise be payable or otherwise due under this Agreement.

11. Devou's Right of Entry. In permitting the use of the facility hereinbefore mentioned, Devou does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such facility. Representatives of Devou may enter the Authorized Areas at any time on any occasion without any prior notice or restrictions whatsoever. The Drees Pavilion shall at all times be subject to Devou's right to control. Renter agrees that if notified by any law enforcement agency, with jurisdiction thereof, that the condition of any part of the premises occupied by Renter, or the facilities thereof, is unsatisfactory, Renter will immediately remedy the condition.

12. Non-exclusive Use. Devou shall have the right to use or permit the use of any portion of the Drees Pavilion not granted to Renter under this Agreement to any person, firm or entity regardless of the nature of the use of such other space. This right shall be subject to Devou's prudent business judgment.

13. Default and Breach. In the event of a default or breach by Renter of the terms, covenants, or conditions of this Agreement, Devou may thereafter terminate this Agreement; provided that Renter has been provided written notice to cure the default or breach within five (5) days. Upon the termination of this Agreement, Devou may retain all moneys received by Devou under this Agreement. Devou may also recover all

rents and damages due under the terms of this Agreement, or arising out of Renter's default or breach of this Agreement. Devou may sue for and recover the outstanding fees or rents due under this Agreement and also for all damages sustained, without declaring this Agreement void, and without entering into possession of all parts of the Drees Pavilion facility covered by this Agreement, as Devou may elect. Renter covenants and agrees to pay Devou on demand the deficit, if any, representing the difference between the rental received, less expenses resulting from such reletting, and the fees or rental charges herein agreed to be paid. But nothing herein contained shall be construed as imposing any obligation on Devou to so relet, or to so attempt to relet, the use of said Authorized Area, nor as in any way affecting the obligation of User to pay the full amount of any and all fees, charges, and rents due Devou under this Agreement. If Renter defaults or causes a breach in the performance of any of the terms or conditions of this Agreement, or any other agreement between Renter and Devou, including payment of fees and maintenance of required insurance, in strict accordance with this Agreement, then Devou, at its option, may immediately terminate this Agreement by written notice to Renter. Devou may also terminate any other contracts with Renter. In addition, Renter shall be liable for all damages caused by such default or breach, including liquidated damages.

14. Cumulative Remedies. All rights, powers, privileges, and remedies conferred hereunder upon Devou shall be cumulative and shall not be restricted to those given by law.

15. Non-Assignment. Renter shall not assign or attempt to sell or assign this license or any rights hereunder without the

prior written consent of Devou. Such action without prior written consent shall terminate this license and any and all payments received shall be retained by Devou as liquidated damages and Renter shall also be liable to Devou for any and all damages occasioned to Devou. No rights or privileges granted herein shall pass to any assigns for the benefit of creditors, or to the referee, trustee or assigns in bankruptcy, or become a part of the estate of the bankrupt; and, in the event of any assignment, or the bankruptcy of User, Devou may cancel all of the rights and privileges granted herein.

16. Dispute. In the event that any dispute arises in the interpretation or the performance of the terms of this Agreement, it is understood and agreed by and between the parties thereto that Devou shall have the right to make the initial determination of any and all disputes, and such determinations shall be binding upon the parties thereto; provided, however, that such initial determination shall not deprive the parties of any legal remedy that they may have in a court of competent jurisdiction.

17. Limitation of Liability.

Notwithstanding any provision to the contrary, it is mutually agreed that in the event of default, non-performance, or breach of the provisions of this Agreement on the part of Devou the liability of Devou shall be and is hereby limited to repayment of the amount of fees paid by Renter for the particular day, occasion or time when said default, non-performance, or breach occurs.

18. Property Damage. Renter agrees to assume all risks, known and unknown, and to protect, defend, indemnify, and hold harmless Devou from any and all claims or liability for the theft, loss, or damage from any cause whatsoever to the equipment, fixtures, appliances, or property of Devou,

Renter or the Guests. No claim shall be made upon Devou because of any such loss or damage to the property of Renter and Guests.

19. Governing Law and Compliance with Laws. The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the Commonwealth of Kentucky. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Kenton County, Kentucky.

Renter shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the Renter's performance of this Agreement.

20. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

21. Notices. Any required notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by registered or certified mail as follows:

To Devou:

Attn: Executive Director
The Drees Pavilion at the Devou
Memorial Overlook
790 Park Lane
Covington, Kentucky 41011

To Renter:

At the address designated in this License Agreement, or during the term of this Agreement at the Authorized Area by personal delivery or posting within the Authorized Area.

Mailed notice shall be deemed to have been communicated within forty-eight (48) hours from the time of mailing and addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder. A facsimile transmission of any communication required under this Agreement shall not be deemed an actual or constructive notice of said communication unless facsimile transmission has been acknowledged by the receiver in writing.

21. Entire Agreement. Except as otherwise provided herein, this document contains the complete and exclusive Agreement between the parties, and it is intended to be a final expression of their Agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No waiver, modification, or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.

SCHEDULE "A"
Required Deposits

<u>Date Reserved</u>	<u>Event Description</u>	<u>Non- Refundable Confirmation Deposit</u>	<u>Refundable Security Deposit</u>

SCHEDULE "B"
Required Rental Payments

<u>Date Due</u>	<u>Rental Payment Description</u>	<u>Amount</u>
Net	Room Rental	
15	FOOD, Beverage	
days	Service	TBD
	18% Gratuity and	
	Misc.	

SCHEDULE "C"
Cancellation Fees

<u>If Cancelled With</u>	<u>Cancellation Fee</u>
- less than 89 days of Event	

Guarantor Addendum

The undersigned hereby personally guaranties payment of the foregoing Rental Contract entered into by and between Devou Properties, Inc. and the above mention entity. The maximum aggregate liability of Guarantor under this Payment Guaranty is the amount incurred under the foregoing Rental Agreement. This Guaranty shall terminate upon the scheduled date for the event, but such termination shall not relieve Guarantor from liability with respect to the obligation created or incurred prior to the date of termination.

Signature

Print Name

Address

Telephone