

## RENTAL AGREEMENT

This Practice Rental Agreement (this "Agreement") is between AEG Management West Louisville, LLC ("Licensor") and the undersigned Client ("Client"). The attached Space Reservation Form (the "Reservation Form") is hereby incorporated into and made a part of this Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Rental of Facility Space. Client shall be entitled to occupy and use the Facility Space identified on the Reservation Form (the "Facility Space"), which is located in the Norton Healthcare Sports & Learning Center (the "Facility") during the period indicated thereon. In the event Client's payment is not received by the date stated on the Reservation Form, Client's reservation will be deemed tentative, and the Facility Space may, without notice to Client, be rented to someone else (in which case this Agreement shall terminate without further liability to either party, provided Licensor shall be entitled to retain the deposit in accordance with the terms stated on the Reservation Form and paragraph 5 below).

2. Food and Beverages. Any beverages or food consumed on the Site shall be obtained only from Licensor's designated concessionaire unless approved in advance by Licensor. All food, beverage and other services ordered in advance shall be paid as indicated on such form. Any additional food, beverage and other services requested and utilized by Client or any of Client's guests must be paid for upon delivery, unless otherwise expressly agreed by Licensor and its designated concessionaire, in form as approved by Licensor's designated concessionaire. No food or beverage other than water shall be consumed on the track surface.

3. Maximum Capacity; Compliance with Laws. The maximum capacity of the Facility Space as stated on the Reservation Form is based on fire code and other applicable by-laws and governmental regulations and must not be exceeded for any reason. Client and Client's guests shall, while in the Facility Space or within Facility or on its grounds, comply with all county and local laws, rules and regulations, including without limitation any laws, rules or regulations governing the sale, possession and consumption of alcoholic beverages. Client agrees to comply with any public health restrictions or guidelines. Client, whether present or not within the Facility Space, Lynn Family Stadium or on its grounds, shall be responsible for controlling in this regard any person entering the Facility Space by invitation of Client.

4. Rules and Regulations. Licensor reserves the right to cancel this Agreement if Licensor objects to the intended use of the Facility Space by Client (in which event Licensor shall refund all amounts paid by Client hereunder) or Client uses the Facility Space for any purpose other than the Purpose stated on the Reservation Form. No person permitted in the Facility Space shall conduct themselves in a manner which is improper in the reasonable judgment of Licensor or which will in any way impair the use and enjoyment of Facility by others, or the operations of Facility. Smoking is not permitted in the Facility Space or in any of the surrounding corridors or Facility Spaces. No flammable, dangerous or explosive materials may be brought into the Facility Space. No signs, banners, advertisements or notices shall be hung from or otherwise exhibited in or around the Facility Space without the prior written consent of Licensor. Client must give prompt notice to Licensor of any accident occurring in the Facility Space or of any deficiency in the services provided to or associated with the Facility Space. Client shall be responsible for any special licensing including music licensing, tent permitting or other licenses/permits that may be required by Law. Licensor may from time to time adopt other rules, regulations, and procedures for the security or safety of Facility, any persons occupying, using or entering Facility, or any equipment, furnishings or contents thereof, and Client and Client's guests shall comply with such rules, regulations and procedures (the "Rules"). Client specifically agrees to follow all Licensor's protocols as it relates to Covid-19 including temperature checks each time entering the Venue, signing in for contact tracing, practicing physical distancing as much as possible and wearing face coverings at all times.

5. Cancellation. Licensor shall have the right, with more than 7 days' notice, to pre-empt Client's scheduled use of the Facility Space at its sole discretion. Every attempt will be made to replace the cancelled time with a suitable alternative rental time, or a full refund will be offered. Client may cancel its rental of the Facility Space as follows: (a) if Client provides notice of cancellation at least seven days prior to the scheduled rental date, such cancellation shall be at no penalty to Client and Licensor shall refund 50% of any deposits previously received, and (b) if Client provides notice of cancellation less than 7 days prior to the scheduled rental time, Client shall be responsible for payment of the full rental cost specified on the Reservation Form.

6. Access to Facility Space. Licensor and its employees and agents shall have the continued right to enter the Facility Space at any and all times for (a) the performance of the duties required to be performed by Licensor under this Agreement and for any and all purposes related to this Agreement; (b) to investigate any violation of the provisions of this Agreement, the Rules or any applicable governmental laws or regulations; and (c) generally, to inspect the Facility Space and its condition.

7. Return of Premises. At the conclusion of the rental period Client shall promptly vacate the Facility Space. The Facility Space shall be returned to Licensor without damage and in a reasonably clean condition. In the event any repairs to or extraordinary cleaning of the Facility Space or any of its furniture or fixtures are necessitated by Client's use of the Facility Space, Licensor shall be entitled to repair such damage or to undertake such repairs or cleaning and to bill Client for its costs in so doing and Client shall forthwith pay such amount. If Client has arranged for payment of the rental costs through a credit card, Licensor shall be entitled to debit such card in respect of the cost of repair or cleaning pursuant to this paragraph.

8. Indemnification. To the extent permitted by law, Client shall indemnify and hold AEG Management West Louisville, LLC; ASM Global Parent, Inc.; Louisville Urban League Sports & Learning Complex, Inc; The Louisville Urban League, Inc. and each of their respective parents, subsidiaries, and affiliates, and each of their respective owners, directors, officers, employees, representatives, agents, lenders, sponsors, successors and assigns (the "Releasees") harmless against any costs, expenses or liabilities arising out of the use of the Facility Space by Client and its guests, including, without limitation, any third party claims resulting from the negligence or willful misconduct of any of Client's guests in the Facility Space or elsewhere in or around Facility property, unless due to the gross negligence or willful misconduct of Licensor. Client specifically indemnifies Licensor of any claims arising from any exposure to a Coronavirus that may result from the usage of the leased space.

9. Insurance.

(a) Client agrees, at its sole expense, to procure and maintain during the term of this Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Client, Licensor, the owners of the Premises and their contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Premises in the amount of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (ii) Commercial Automobile Liability insurance, on covering all owned, non-owned, hired & leased vehicles with a limit of not less than \$1,000,000 per occurrence covering bodily injury and property and physical damage. Such policies to apply on a primary and non-contributory basis and include waiver of subrogation in favor of both Licensor and Louisville Urban League Sports and Learning Complex, Inc. and subsidiaries.

(b) Certain additional insurance: Client shall be required to carry the following insurance types and amounts, subject to the following terms, if Client is subject to the applicable circumstance:

(i) If Client has any employees working at the Event, Client agrees, at its sole expense, to procure and maintain during the term of this License Agreement, Workers' Compensation insurance in accordance with statutory limits and Employer's Liability at a limit of not less than \$1,000,000 per occurrence covering all employees, performers, participants and other personnel of the Event (other than such persons as are employed by Licensor and its respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with the below.

(ii) If Client brings any personal property to the Event (e.g., staging setups, equipment, etc.), Client shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of Client's personal property, trade fixtures, and Client's owned alterations, utility installations and third-party property damage. Such insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by Client for the replacement of personal property, trades fixtures and Client owned alterations and utility installations. Client shall provide Licensor with written evidence that such insurance is in force and shall cause its insurers to a waiver of subrogation in favor of Licensor.

(c) The insurance policies set forth above shall name as Additional Insureds: AEG Management West Louisville, LLC; ASM Global Parent, Inc.; Louisville Urban League Sports & Learning Complex, Inc; The Louisville Urban League, Inc with their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary and non-contributing to insurance maintained by Licensor or any other Additional Insured.

(d) Licensor makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover Client's property, business operations or obligations under this License Agreement.

(e) The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Client initially occupies or makes use of any portion of the Premises) through, and including, the Move-out Time (or, if later, such time as Client completely quits and surrenders the Premises). There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Licensor. Said insurance shall not restrict or limit the coverage of the additional insureds. If Client fails to provide Licensor with the required certificate of insurance at least five (5) business days prior to the Move-in Time, Licensor may, in its sole and absolute judgment, either (i) acquire, at Client's expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subparagraph (a) & (b) above, or (ii) treat such failure as a default by Client and terminate this License Agreement effective as of the Move-in Date pursuant to the provisions of Section 9 above.

(f) All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the Commonwealth of Kentucky, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A- VI or better shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding.

(g) At the request of Licensor, Client shall promptly furnish loss information concerning all liability claims brought against Client (or any other insured under Client's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Indemnitees under this License Agreement. Such loss information shall include such specifics and be in such form as Licensor may require.

(h) Client shall require and verify that all subcontractors maintain insurance meeting all the requirements as broad as stated herein and that they name Client, Licensor, Louisville Urban League Sports & Learning Complex, Inc; The Louisville Urban League, Inc as Additional Insureds.

(i) All insurance coverage available to Client and any available proceeds in excess of specified minimum limits shall be available to Licensor.

LICENSOR: AEG Management West Louisville, LLC

CLIENT: JCPS

By: Marcus A. McAlpin

By: \_\_\_\_\_  
(Authorized Signature)

Its: AGM-ASM Louisville

Its: \_\_\_\_\_

## RESERVATION FORM

Client: JCPS

Facility Space: Indoor Track, Outdoor Track, Mezzanine, Humana Hub, Creativity Corner

Date(s) and Times of Use (inclusive of move in and move out):

Individual dates and time shall be agreed upon in writing by Client and Licensor. This Agreement shall be in effect from December 15, 2021 through June 30, 2022.

Purpose of Use: Meetings and Practice for both Administration and Student use

Maximum Capacity: n/a (no spectators)

Total Rental Amount: Total rent under this Agreement is not to exceed \$200,000. Rent shall be charged for actual facility usage. Actual facility usage shall be determined by Client in coordination with Licensor. Rental rates are included in the attached rate schedule.

Expenses: Additional staffing expense as required by Client to be billed at hourly rates. Any additional set up required beyond presentation equipment, standard table and chair set up to be billed at hourly rates with an estimate provided.

Rent shall include the use of the above space and utilities (standard lighting), meeting room TVs/projectors, internet, tables, and chairs.

Use of video boards and audio system are not included in rental.

Licensor expressly understands and accepts that restrictions may be placed by public health officials during the COVID-19 Pandemic and to follow all protocols in place by Facility.

Licensor expressly understands and accepts that other teams will be practicing at the Facility and may be scheduled directly before or after the above contracted times. Cooperation is appreciated to arrive and depart on time.

Rental Due Date: Due upon invoicing by Licensor, which shall include itemized details of facility usage hours and dates.

Insurance: TBD

