



### Rental/License Agreement

This Rental Agreement is made and entered into on 8/19/2022 (mm/dd/yy)

by and between The View Event Center, LLC. (hereafter referred to as "The View") located at

900 HWY 36 W Williamstown, KY. 41097 and the Client:

Name: Boone County High School

Address: 7056 Burlington Pike Florence, KY 41042

Email Address: Angel.miller@Boone.ky.schools.us

Phone Number: 859-609-8682

The View is available for a wide variety of social or business functions. Our policies assure proper maintenance so that all Clients will be able to use and enjoy the property. In consideration of the mutual covenants, terms and condition set forth herein, the parties agree as follows:

1. **License of Venue.** Subject to the terms and conditions of this Agreement, Licensor agrees to license to Licensee the wedding event venue area located at 900 HWY 36 W, Williamstown, KY. 41097 (the "Venue") The View on April 15 2023 (mm/dd/yy & time "Event Date") for the purpose described From on the Rental Fee Schedule attached here to as **Exhibit A.**
2. **Venue Rental Pricing.** Licensee shall pay to Licensor a total rental fee based on the event guest count selected on the Rental Fee Schedule. This fee grants Licensee the license to use and occupy the Venue, subject to the terms and conditions of this Agreement, from 7:00 P.M (time) on 11:00 P.M (event date). April 15, 2023
3. **Security Deposit.** Licensee shall pay to Licensor a security deposit (the "Security Deposit") in the amount of 25% of the full cost of the Rental Fee. The Security Deposit shall be due upon the execution of this Agreement. In exchange for the Security Deposit, Licensor shall reserve the Venue for Licensee for the Event Date specified in the executed Agreement. **DEPOSITS ARE NON-REFUNDABLE!**

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4. **Payment of Rental Fee.** All outstanding amounts owed under this agreement will be due to Licensor no later than **six (6) months** prior to the Event Date. The Rental Fee is due regardless of cancellation, and Licensor reserves the right to apply the Security Deposit to any unpaid Rental Fees or any other applicable fees and changes. **Any event booked within the 6-month period will be paid in full time of booking.**  
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5. **Clean Up of Venue.** Licensee is solely responsible to clean out all personal items, trash, food supplies, decorations and any other materials brought into the Venue by Licensee or his/her guest, event vendors or employees at the end of the event date. Licensee shall pay to Licensor a clean-up fee in the amount of \$250 per hour (billed in hourly increments) if the Licensee fails to leave Venue in same condition as it was found at the start of the Event Date. This charge may be deducted from Licensee Security Deposit.  
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6. **Venue Condition.** Licensee acknowledges that he/she has been offered to inspect the Venue and accepts the Venue in its current condition.
7. **Prohibited Substances & Items.** Licensee is not permitted to use fireworks, adult snap pop/pop its, Chinese sky lanterns, wick candles (unless permission by owner). Licensee will comply with all applicable laws including, without limitation, ensuring that no illegal drugs are brought to the venue by Licensee or by any of Licensee's guests.
8. **Smoking.** Absolutely no smoking is permitted in any area of the Venue structure. Smoking is permitted only in outdoor areas of the Venue that is designated as a smoking area. **All cigarette butts must be disposed of properly and none may be thrown on the ground. Failure to abide by this rule by Licensee or Licensee guests will result in forfeiture of the entire Security Deposit and may result in additional damages being assessed against Licensee for costs of special cleaning service to remove smoke residues and odors and to pick up cigarette butts.**
9. **Pets.** No pets or animals are allowed to be brought into Venue by Licensee or Licensee guests unless prior written permission has been obtained. If permission has been obtained Licensee is responsible for cleaning up after all such pets and for any damage caused by such pets.
10. **Parking.** Licensee and his/her guests, invites and vendors must park only in the designated parking area. Vendors should not park on grass (other than specified areas) or in any area that has not previously been approved by the Landlord.
11. **Vendors.** Licensee may contract with vendors of his/her own choosing for all event services. Vendors may arrive to set up only during the times specified. Licensor cannot sign for any items and is not responsible for any items left at the Venue by any vendor. Each vendor before entering onto the Venue premises must deliver to Licensor, a valid and current business license, an alcoholic beverage control license (if applicable) and a Certificate of Liability Insurance. Each such Certificate of Liability insurance must name the Licensor as an additional insured. Failure to deliver said documents to



Licensors, shall allow Licensors to bar the delivery of such goods or services by particular vendor.

12. **Damage to Venue and Surrounding Property.** Licensee is responsible for any and all damage to the Venue and surrounding property caused by Licensee or by Licensee's guests, event vendors. Licensors shall inspect the Venue after the end of the Event Date to determine whether any damage was sustained to the Venue or surrounding property. Licensors shall notify Licensee of any damage resulting from Licensee's use and occupancy of the property. Licensors may repair any damage at Licensee's expense. All contracts are subject to a \$500.00 deposit for incidental damage and contract obligations not followed by the terms of the agreement (This will be submitted in a separate check 30 days prior to your Event Date and returned after assessed for issues and cleared).

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13. **Liability Insurance.** Licensee is required to carry liability insurance. Policy shall be for no less than \$1,000,000 and shall cover the dates or date April 15 2023 (mm/dd/yy) – (mm/dd/yy) The company or companies writing any insurance policy which Licensee is required to carry and maintain or cause to be carried or maintained pursuant to this Agreement as well as the form of such insurance shall at all times be subject to Licensors's approval. The required insurance policy evidencing such insurance shall name Licensors (The View Event Center, LLC.) as an additional insured and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after 30 days written notice to Licensors. Proof of each such policy or a certificate thereof, shall be provided to the Licensors by Licensee at least thirty (30) days prior to the Event date. If Licensee fails to carry said insurance coverage for such dates April 15 2023 (mm/dd/yy – mm/dd/yy) Licensors may terminate this agreement and Licensee shall not be entitled to a return of the Security deposit.

14. **Permits and Licenses.** Licensee is responsible for procuring all necessary permits and licenses, if any, required for the use of the Venue for the event, including any permit or license required in order to serve alcohol at the Venue for the Event. Licensee is responsible in making sure that its servers serve alcohol to only those guests of Licensees that are 21 years of age and older and that Licensee's servers check all guest's government issued identification to confirm such age requirement (ex. Drivers's license). Further, Licensee will ensure that Licensee's servers do not serve any person that is intoxicated. Licensors shall reasonably cooperate with Licensee to secure all necessary permits and licenses. Server must also carry their own insurance of \$1,000,000 liability insurance or be insured by the caterer with a liquor license.

All Non-Preferred CATERERS charge back a 10% catering fee to caterer in the venue to allow you the option to choose your own caterer. This fee is added to your quote on all food and beverage packages. Caters must sign a contract with the barn prior to your confirmation of their quote.

The dispensing of all alcoholic beverages will not end later than 11pm.

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15. **Removal from Venue.** Licensee is responsible for the acts of his/her guest, event vendors and employees. Licensors reserves the right to remove any person from the Venue that Licensors believes is disrupting, obstructing, or damaging the Venue or surrounding property.
16. **Unavailability of Venue.** Should the Venue become unavailable for the Event due to damage by fire, flood, or other cause or Act of God, or should Licensors be unable to fulfill the terms of this Agreement due to any unforeseen occurrence outside of Licensors's reasonable control, then this Agreement shall terminate and Licensors shall be liable only for the fees paid by Licensee up to the time of such



termination. For the avoidance of doubt, this Section 16 shall survive the termination of this Agreement.

17. **Limitation of Liability.** Licensee acknowledges and agrees that LICENSOR IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR REVENUE OR DIMINUTION IN VALUE), REGARDLESS OF WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, OR OTHERWISE.

Licensee acknowledges and agrees that IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LICENSOR BY LICENSEE PURSUANT TO THIS AGREEMENT.

For any and all claims arising out of or related to the Agreement, Licensee shall seek recovery only against Licensor and not against any individual associated with Licensor or the owner of the real property where the Event is being held. For the avoidance of doubt, this Section 17 shall survive the termination of this Agreement. The licensor shall not be held responsible for any loss or damage, including damage to licensee's personal property nor the personal property of Licensee's guests, agents, event vendors or employees. The Venue encourages responsible driving. Should a guest be unable to safely operate a vehicle following the event, guests may leave vehicles overnight and shall be required to remove said vehicle no later than 10am (time) the day following the event. Guests leaving their vehicle at the venue will be leaving at their own risk. The Venue shall not be responsible or liable for the care of the vehicle.

18. **Indemnification.** Licensee shall indemnify, defend and hold harmless The View, its owner, its management company, and its owners, officers, and employee from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.

This indemnity shall survive the termination of this Agreement. Licensee hereby releases The View from any and all liability or responsibility to Client or anyone claiming through or under Licensee by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee, Licensee's guests or vendors covered by any insurance then in force.

19. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky (without regard to principles of conflict of laws), including the application of any applicable statutes of limitations and equitable principles and the availability of any remedies. Any action, suit or proceeding brought by any party with respect to, or to enforce the terms of, this Agreement or any other agreement provided for herein or related thereto, shall be brought by such party exclusively in the courts of the Commonwealth of Kentucky, located in Williamstown, KY, or in the courts of United States for the Southern District of Kentucky, Eastern Division. Each party, by its execution of this Agreement, irrevocably submits to the jurisdiction of said courts.

20. **Entire Agreement.** This Agreement, including any Exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. If and when included within the term "Licensee," as

used in this Agreement, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Licensee.

21. **Attorney Fees.** In any legal disputes between the parties regarding the terms and conditions of this Agreement resulting in litigation, the prevailing party shall be entitled to reasonable attorneys' fees and court cost from the non-prevailing party.
22. **Joint and Several Liability.** If there is more than on Tenant, the obligations and responsibilities of Tenant under this Lease shall be joint and several.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
24. **Assignment.** Licensee may not assign any of its obligations hereunder without the prior written consent of The View.
25. **Licensee Acknowledgment.** Licensee acknowledges that his/her has read this entire Agreement and understands and agrees to all of its terms. Licensee further acknowledges that his/her has received a copy of this Agreement.

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Licensor: The View Event Center

Representative: Angel Miller

Date: 4 / 15 / 2023

Licensee 1 – (ex. Bride)

Licensee 2 – (ex. Groom)

Licensee: \_\_\_\_\_

Licensee: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Guest Count: \_\_\_\_\_



## **Rental Fee Schedule**

### **Exhibit A**

<b>Tier</b>	<b>Number of Guests</b>	<b>Total Rental Fee</b>
1	Up to 100	Friday/Sunday - \$3,000 Saturday - \$3,500 PEAK SEASON (September and October) add \$1,000
2	101 - 200	Friday/Sunday - \$3,500 Saturday - \$4,000 PEAK SEASON (September and October) add \$1,000
3	201 - 300	Friday/Sunday - \$4,000 Saturday – \$5,000
4	301 - 350	Friday/Sunday - \$5,000 Saturday – \$5,500
	2-day Rental	\$7,000
	Friday, Saturday & Sunday	\$8,000
	Monday – Thursday	\$500 - \$2,500

**\* Please only use real flower pedals outside and balloons are ONLY allowed outside the venue.**

**\* All alcohol must be served from the bar.**

**\* All children need to be supervised.**