



E4 - Oldham County High School Senior Prom Saturday, April 13, 2024

EVENT CONTRACT

ACCOUNT: Oldham County Schools

SALES MANAGER: John Davies

CONTACT: Leah Pehlke

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Name	Date	Time	Areas	Event Type	Guests	Rental
E4 - Oldham County High School Senior Prom	4/13/2024	8:00 am – 2:00 am	Da Vinci Room		400	

ROOM RENTAL

Qty		Price	Total
1	Da Vinci Rental - Saturday Rate	\$7,800.00	\$7,800.00

	Total
Room Rental	\$7,800.00
Security Deposit	\$1,000.00
Tax Free	0.0%
Grand Total	\$8,800.00

Security Deposit Amount (Due 1/12/2024)	Unpaid	\$1,000.00
E4 - 50% Room Rate (\$3900) & Tax Free (Due 8/10/2023)	Unpaid	\$3,900.00
E4 - 50% Remaining Room Rate (\$3900) & Tax Free (Due 1/12/2024)	Unpaid	\$3,900.00
Estimated Amount Due		\$8,800.00



E4 - Oldham County High School Senior Prom

Saturday, April 13, 2024

TERMS AND CONDITIONS

MELLWOOD ART CENTER EVENT VENUE RENTAL AGREEMENT

YOUR RENTAL:

This is the Rental Agreement between the Parties, Mellwood Art Center, and the below named Lessee, for use of the DaVinci Room (Event Room #4) at the Mellwood Art Center.

The DaVinci Room is 19,000 square feet and includes a 4,000 square foot patio area. The Maximum Occupancy of the DaVinci Room is 1000 persons seated or 2000 persons standing.

RENTAL FEE:

Lessee agrees to pay a Rental Fee of \$7,800 for use of the Da Vinci Room (Event Room #4). This rental fee is non-refundable.

Payments may be paid online through the Event Portal on Tripleseat.

Checks should be made payable to "1860 Mellwood LLC" and mailed to Mellwood Art Center, 1860 Mellwood Avenue, Louisville, KY 40206.

Questions regarding payments can be directed to our Event Team by phone at (502) 895-3650 or by email at events@mellwoodartcenter.com.

KENTUCKY SALES TAX:

Beginning on January 1, 2023 payments for the rental of space for meetings, conventions, short-term business uses, entertainment events, weddings, banquets, parties, and other short-term social events are subject to the 6% Kentucky sales tax per KRS 139.200. This means all rental fees paid on or after 1/1/2023 will be charged an additional 6% sales tax. The refundable security deposit is not subject to sales tax.

RENTAL PERIOD:

Lessee will have access to the event Room from 8:00 am on the day of the event until 2:00 am the following day. The entire event, including set up and take down must occur within this rental period time frame.

Additional time for set-up in the hours immediately before the event may be provided for an additional fee of \$500 per hour, based on room and staff availability. Additional time must be agreed upon in writing and paid for at least thirty (30) days prior to the Event. If a request for additional time has not been agreed upon in writing thirty (30) days prior to the event, and Lessee, Lessee's guests, or Lessee's vendors do not vacate the event room by 2:00 AM, Lessee will forfeit the entire security deposit.

Wedding rehearsals cannot be scheduled or reserved until at the earliest 2 weeks out. We cannot guarantee that the date prior to your event will be available. Rehearsals are free until 5:30 PM if the room is available and after that, they can be scheduled at the hourly rate listed above.

RENTAL DEPOSIT

A non-refundable Rental Deposit of 50% of the Rental Fee is required to reserve the Event Room. The Event Room is not reserved until a Rental Deposit is received, or, in the case of companies, schools, or agencies with accounts payable departments, until an invoice for the Rental Deposit is issued.

SECURITY DEPOSIT:

A Security Deposit in the amount of \$1,000 is required no later than 90 days prior to the Event. All funds held by Mellwood Art Center as the Security Deposit will be available to pay for damages caused by actions or intentions of the Lessee or the Lessee's guests, including, but not limited to, noncompliance with the terms of this Rental Agreement or with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of Mellwood Art Center and the Event Room. If the Lessee fully performs its obligations, the Security Deposit, or balance, will be returned to the Lessee within 90 days of the Event Date. If the amount of damages exceeds the Security Deposit, Lessee will pay Mellwood Art Center the excess within ten (10) days after Mellwood Art Center makes written demand. Any legal fees incurred in the collection of these funds will be the responsibility of the Lessee.

PAYMENT SCHEDULE:

- The Rental Deposit will be paid at the time of booking, equal to one-half the Rental Fee
 - The remaining balance of the Rental Fee will be due ninety (90) days prior to the Event Date.
 - The Security Deposit will be due ninety (90) days prior to the Event Date.
- All payment due dates can be found in the Event portal on Tripleseat.

LATE FEES:

A Late Fee equal to ten (10) percent of the balance due will be added to the Lessee's financial obligation for any payments not paid by the payment due date. If the entire balance is not paid within thirty (30) days of the Event Date, the Event will be canceled. All prior payments are non-refundable.

OPEN VENDOR POLICY:

The Mellwood Art Center does not place any restrictions on who the Lessee may engage as a caterer or provider of other services for their event. The Mellwood Art Center does not charge site fees for said vendors to operate at the facility.

INSURANCE:

A Certificate of Insurance for public liability, property damage liability, and bodily injury in a combined single limit amount of no less than One Million Dollars (\$1,000,000.00) is required for each event. If Lessee intends to serve alcohol at the Event, their insurance policy must also include host liquor liability. Mellwood Art Center must be listed as an "additional insured" on the insurance certificate. The Certificate of Insurance must be provided to Mellwood Art Center no fewer than 30 days prior to the Event Date. Failure to provide a Certificate of Insurance will result in the Cancellation of the Event.

FURNISHINGS:

The following Furnishings are included in the Rental Fee of the Event Room:

- One hundred (100) 60" round tables
- One thousand (1000) 18" X 18" white resin chairs
- Thirty (30) 6' X 30" rectangular tables
- Furnished lounge area
- Furnished bridal suite
- Furnished groom suite
- Equipped catering kitchen
- Trash cans & trash bags.

AMENITIES:

- Greenery Wall on the patio
- 27' x 36' Wooden dance floor
- 12' x 16' skirted stage with stairs

Mellwood Art Center will set up these items of Furniture according to the Lessee's instructions as provided on the layout diagram. It is important that the final layout of the Furniture be submitted no less than 2 weeks prior to the Event. Any changes made to the layout within 14 days of the event may be subject to an administrative and/or additional set-up fee of \$100, to be deducted from the security deposit.

Additional Furnishings are available for rent at the following rates:

- High Top Cocktail Tables -- \$12 each

ADDITIONAL SERVICES AVAILABLE:

Mellwood Art Center may provide these services for an additional cost to the Rental Fee. These additional services must be agreed upon in writing and paid for at least thirty (30) days prior to the Event.

Mellwood Art Center will remove chairs after the ceremony and before the reception for a fee of \$1 per chair.

DECOR RESTRICTIONS:

- The use of raw rice, birdseed, confetti, glitter, or smoke and bubble machines is prohibited.

- All tape, contact strips, or other adhesives must be removed from surfaces by the end of the Rental Period. Absolutely no duct tape on the walls or floors.
- No decorations may be hung from the sprinkler system.
- Candles must be in containers and the wick of the candle must be at least two (2) inches from the top of the container. Taper candles are prohibited.
- Youth functions (under age 21) are required to have one adult chaperone (over age 21) per 50 minors. Alcoholic beverages CAN NOT be served at youth functions.
- Smoking is NOT permitted in the Event Room or inside any building of Mellwood Art Center.
- Mellwood will NOT provide Lessee with any ladders to hang decorations due to issues of liability.

Any violation listed above will result in a deduction from the security deposit.

DELIVERIES:

Any deliveries from vendors should be received by the Lessee or Lessee's representative on the day of the event. Mellwood Art Center is not responsible for any deliveries left in the Event Room, the office or anywhere on the premises of Mellwood Art Center.

KITCHEN USE:

The use of the Event Room Kitchen is included in the Rental Fee. The warming kitchen and its appliances may only be used for warming/cooling pre-prepared food. The warming kitchen is not equipped for on-site cooking as per state and local fire codes.

BEVERAGES:

Open alcoholic beverages are strictly prohibited outside of the Event Room and its patio area. A licensed bartender is required for any events open to the public. Ticketed events must have a KY ABC License in order to serve alcohol. A copy of the KY ABC License must be provided thirty (30) days prior to the Event. An additional copy of the KY ABC license must be framed and placed behind the bar, visible to anyone purchasing alcohol. Events failing to provide Mellwood Art Center with a KY ABC license 30 days prior to the event will not be allowed to serve or sell alcohol in the Event Room or Mellwood Art Center.

WIFI

There is free WiFi available to you and your guests. Connect to the network named Mellwood Free WiFi.

SIGNAGE:

Lessee will be allowed to put up appropriate signage on the Event Date to direct guests to the Event Room. This includes, but is not limited to signage from the parking lot, signage at the street level entrance to Mellwood Art Center, signage for the Event entrance and Portable signs. Compliance with local signposting regulations is the responsibility of the Lessee. All signage must be removed by the end of the Rental Period. Failure to do so will result in a Signage Removal Fee of \$50, which will be charged to the Security Deposit.

PARKING:

Lessee and its guests will be permitted use of all the parking lots at the Mellwood Art Center on

the day of the event. These parking lots include the lot on the corner of Mellwood and Delmont and all of the parking across Mellwood Ave from Delmont to Thompson Ave.

SECURITY

Lessee is solely responsible for Security during the Event. Mellwood Art Center reserves the right to require Security at any Event and will do so in writing at least (1) month prior to the Event Date.

EVENT FACILITATOR:

Mellwood Art Center will have an Event Facilitator on duty for the entire Rental Period. The Event Facilitator will be available to perform such services as adjusting the room temperature, controlling lighting, replenishing restroom paper products, and providing trash can liners as needed throughout the Event. The Event Facilitator will not provide any cleaning services.

CLEAN UP:

Lessee is responsible for the clean-up of the Event Room during and after the event. All trash disposal throughout the Event is the responsibility of the Lessee, and a trash dumpster is provided for this purpose. All items brought into the Event Room, including, but not limited to, personal items, decorations, food, and equipment, must be removed immediately following the event. Items that are not removed will be disposed of by Mellwood Art Center, and the cost of such disposal will be deducted from the Security Deposit. All trash from the Event must be put into the dumpster provided on-site.

TERMINATION DUE TO IMPOSSIBILITY OR IMPRACTICABILITY:

Should events beyond the reasonable control of Mellwood Art Center or in Louisville, Kentucky, make the Event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under this Rental Agreement, Mellwood Art Center may terminate this Rental Agreement, without liability, upon written notification. Events beyond the reasonable control of Mellwood Art Center or in Louisville, KY, include, but are not limited to:

Acts of God | Acts of war, including armed conflict | Strikes or labor disputes at Mellwood Art Center or in Louisville, Kentucky | Disease at Mellwood Art Center (examples of disease: SARS, Legionnaires, COVID-19) | Government regulation or advisory (included travel advisory warnings) Civil disturbance at Mellwood Art Center or in Louisville, Kentucky | Terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices Curtailment of transportation services or facilities which would materially affect attendees from attending the Event | Disaster, fire, earthquakes, hurricanes in Louisville, Kentucky Unseasonable extreme inclement weather in Louisville, Kentucky | Shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities in Louisville, Kentucky
Any other cause reasonably beyond the control of Mellwood Art Center

If the Agreement is terminated by Mellwood Art Center due to one of the events listed above, the Lessee will have the following option:

Reschedule the event date within one year of the original event date

If the Lessee chooses not to accept this option, the entire Rental Fee will be forfeited.

Mellwood Art Center will not be liable for any additional costs that are incurred because of the

Termination of the Rental Agreement.

CANCELLATION BY LESSEE:

If the lessee should need to cancel the Event for any reason, the cancellation will result in forfeiture of the entire rental fee.

CANCELLATION BY MELLWOOD ART CENTER:

Cancellation by Mellwood Art Center due to late payment or non-payment, or by Lessee's failure to provide a Certificate of Insurance or other required licenses or other required documentation, will result in the Lessee's full forfeiture of the entire Rental Fee.

Cancellation by Mellwood Art Center due to the Lessee's actual or potentially illegal or unauthorized activity or risk or harm or safety will result in the Lessee's full forfeiture of the entire Rental Fee

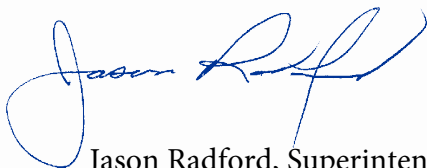
If Mellwood Art Center must cancel an Event for any other reason, a full refund of the entire Rental Fee will be paid to Lessee within 30 days of the Notice of Cancellation.

Mellwood Art Center will not be responsible for any additional costs that are incurred because of the Cancellation of the Event.

HOLD HARMLESS:

The Mellwood Art Center is not responsible for any items, personal or otherwise, brought into the Event Room, the Mellwood Art Center, or in the Mellwood Art Center parking lots, that are lost, stolen, damaged, or otherwise lose value. The Lessee specifically waives and agrees to indemnify and hold harmless Mellwood Art Center, its agents, employees and assigns, against all claims arising from any accident, injury, or damage to any person or property, as a result of the use of Mellwood Art Center, the Event Room, adjacent areas, parking lot or areas traversed to access said spaces, and against all claims arising from any accident, injury, or damage to any person or property caused by any negligence of Mellwood Art Center, 1860 Mellwood, LLC, and their employees, members, and agents.

Client Signature



Jason Radford, Superintendent

8/21/2023