

7-1-23

**CINCINNATI REDS
GREAT AMERICAN BALL PARK**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of 6/7/2023, by and between **BASEBALL PARK MANAGEMENT COMPANY, LLC** ("Licensor"), an Ohio limited liability company having its principal place of business at 100 Joe Nuxhall Way, Great American Ball Park, Cincinnati, OH 45202-4109, and **Randall K Cooper High School** ("Licensee") having an address 2855 Longbranch Rd Union, KY 41091.

NOW, THEREFORE, Licensor and Licensee agree as follows:

AGREEMENT AND TERMS OF LICENSE

A. Hamilton County owns Great American Ball Park (the "Ballpark") and lease the Ballpark to Licensor. Licensee desires to license the Licensed Space, and Licensor agrees to license such, under and subject to the terms and conditions set forth herein.

B. Event Name and Contact:

Event Name: Cooper High School Senior Dance
Contact: Rachael Burriss
Phone: 859-496-7950
Email: rachael.burriss@boone.kyschools.us

C. Description of Event:

Date	Start Time	End Time	Location	Function	Attendance	Room Rental
Saturday, February 3, 2024	6:00 PM	11:00 PM	Bally Sports Club	Dinner	250	\$2,500.00

Concessions:

- \$500 Setup and Cleaning Fee
- Dance Floor: \$500
- Cooper High Schools will provide:
 - A resource officer. This person is responsible for any disciplinary actions deemed necessary by the school or Cincinnati Reds Special Events Department. They will need to be on premise the entire duration of the event
 - One faculty staff chaperone per 25 (twenty-five) student attendees

Food & Beverage Minimum: The food and beverage minimum is \$3,500.00.

D. Payment Schedule: The License Fee (*Room Rental*) and Additional Event Expenses (*Concessions*) shall be due according to the following payment schedule:

Payment Type	Date Due	Amount Due
Advance Deposit	6/21/2023	\$2,500.00
Guaranteed Total (90%)*	1/20/2024	TBD
Final Invoice Total	Upon Receipt of Invoice	10 Days After Event

*Ninety percent, (90%) of your final total (which includes rental, facility expenses, and food & beverage) anticipated balance of charges will be due and payable 14 days prior to your event date. The remaining balance will be reflected in a final invoice 10 days following your event sent to you from your Special Events Sales representative. If 90% of the license fee is not paid 14 days prior to the event, the event will be cancelled.

E. Food & Beverage: Licensor has an exclusive arrangement with Delaware North to provide set-up, food, beverage, serving, seating, and similar catering services. Due to licensing requirements, all food and beverage to be served in the Ballpark must be supplied and prepared by Delaware North. No food or beverage is permitted outside the designated event space. No food or beverage is permitted to be brought into the facility. Licensee shall be responsible for final catering arrangements directly with Delaware North Catering.

F. Execution and Delivery of Agreement: Licensee must provide Licensor with one originally executed copy of this Agreement together with the Deposit described in Section I(D) above and made payable to Baseball Park Management

5 Company, LLC. In order for Licensor to continue to maintain Licensee's reservation for the exclusive use of the Licensed Space (as defined in the Terms and Conditions attached hereto), Licensee must return this Agreement (as described in the immediately preceding sentence) and the deposit to Licensor on or before 6/21/2023.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are incorporated into that certain License Agreement to which Licensee is a party and are an integral part of the License Agreement. These General Terms and Conditions should be read in their entirety and reviewed carefully.

1. **Grant of License; Licensed Space.** Subject to the terms and conditions herein set forth, Licensor hereby grants to Licensee the right and license to use the rooms/space described in Section (C) (the "Licensed Space") for the limited purpose of holding the event described in Section (B) (the "Private Event"), and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Ballpark besides the Licensed Space, except for the privilege of ingress and egress through the public corridors in the Ballpark, on a non-exclusive basis, as necessary to utilize the Licensed Space.

2. **Dates of Use.** Unless the License Agreement is earlier terminated pursuant to the provisions hereof, Licensor grants to Licensee the right to use the Licensed Space for the Private Event on the date(s) and time(s) set forth in Section (C) (the "Term"). The Term may not be extended by Licensee without obtaining Licensor's prior written permission (which permission may be withheld in Licensor's sole discretion). In the event the Term is extended pursuant to the preceding sentence, Licensee shall be responsible for any additional fees and costs required by Licensor in connection therewith.

In the event of a conflict between a Cincinnati Reds conducted event (a "Club Event"), including, without limitation, a baseball game and concert, and the Private Event, the Club Event will take precedence over the Private Event and the Private Event time or date may have to be re-scheduled by Licensor in its sole and absolute discretion. If a conflict arises, Licensor shall contact Licensee and the parties shall use good faith efforts to identify a mutually agreeable date and/or time. If the parties are unable to identify a mutually agreed upon date and/or time, either party may terminate the License Agreement without penalty or payment by providing written notice to the other party. If the License Agreement is terminated pursuant to the foregoing sentence, then Licensee shall be entitled to a refund of the Deposit.

3. **Additional Private Event Expenses.** As reasonably required for Licensor to satisfy its obligations set forth in the Agreement in compliance with applicable laws, regulations, ordinances, orders, and the safety and security of the Ballpark, the Private Event and guests, Licensee will reimburse Licensor for additional personnel as may be required by Licensor (in its sole and reasonable discretion) to properly staff the Ballpark for the Private Event and to satisfy Licensee's request for additional services in connection with the presentation of the Private Event.

4. **Deposit.** A deposit, which deposit is non-refundable except as specified in Sections 2 and 12 hereof, in the amount set forth in Section (D) is due and payable to Licensor according to the payment schedule set forth in Section (D). Such deposit shall be credited to the License Fee and reimbursable expenses described herein. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. If the deposit (or any portion thereof) is not paid on or before the due date(s) specified in (D), Licensor may terminate the License Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other right or remedy available to Licensor at law or in equity arising out such breach by Licensee, including Licensor's right to recover damages as set forth in Section 11.

5. **License Fee.** In consideration of the license granted hereunder, Licensee agrees to pay to Licensor (i) the Rental Fee in the amount set forth in Section (C), plus (ii) the "Food and Beverage Fee" in the amount set forth in Section (C), plus (iii) reimbursement for the Additional Private Event Expenses. All such fees shall be paid by Licensee in accordance with the schedule set forth in Section (D). Any additional costs, relating to changes in the Private Event requirements shall, unless otherwise agreed by Licensor, be paid by Licensee by credit card or check fourteen (14) days prior to the Private Event. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less.

Details of the event must be finalized 10 days prior to the scheduled event date. No changes to the event set up can be made less than 72 hours prior to the event without the consent of Licensor.

6. **Final Payment.** The Licensee agrees to have their credit card on file be charged for any outstanding balances past 30 days after the Private Event.

7. Food and Beverage.

A. Licensors shall have the exclusive right to provide food and beverage services in connection with the Private Event, acting through the Ballpark's contracted food and beverage provider, Delaware North ("Caterer"). No other individual or organization is permitted to bring food or beverage products into the Ballpark without the express written consent of Licensors.

B. Licensee shall be solely responsible for payment for all food and beverage products and services provided by the Caterer at the Private Event at the product and service rates mutually agreed upon by Licensee and Licensors (the "Food and Beverage Fee").

8. **Private Event Requirements.** Licensee shall provide to Licensors all reasonably necessary set-up instructions (number attendees, special parking requirements, audio-visual equipment, desired layout, etc.) for the Private Event no later than twenty-one (21) days prior to the commencement of the Term (or, if the License Agreement is executed and delivered less than 21 days from the commencement of the Term, then immediately upon execution hereof). If such instructions are not provided to Licensors by such date, or if changes are made to such instructions after they have been provided to Licensors and Licensors incurs additional costs or expenses as a result of such changes, Licensee shall be responsible for such additional costs and expenses at Licensors's prevailing rates.

It should be noted, that for the safety of all guests, all carry-in items will be inspected to ensure that contraband is not brought into the facility.

9. Indemnity; Limitation on Liability.

A. **Indemnification.** Licensee hereby agrees to indemnify, defend, and hold harmless Licensors and the City, and their respective officials, officers, directors, agents, employees, successors and assigns from and against any and all claims, damages, expenses, costs (including, without limitation, reasonable attorneys' fees) and liabilities (collectively, "Claims") arising or alleged to arise from (i) any breach of the License Agreement by Licensee, (ii) any alleged or actual violation or infringement by Licensee or its employees, agents or contractors of any copyright or other intellectual property right of a third party in connection with the Private Event or activities occurring at the Private Event, and (iii) the negligent acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its employees, agents, contractors, exhibitors, invitees, guests or patrons.

B. **Limitation on Liability.** Licensors shall not be liable under any circumstances to Licensee or to any third party for any indirect, special, punitive or consequential damages, or loss of revenue or profits, arising in connection with the License Agreement, even if Licensors has been advised of the possibility of such damages. Furthermore, Licensors shall not be responsible or liable for any injury or death to person or loss or damage to property sustained by Licensee, its employees, agents, exhibitors, contractors, or any other person claiming through Licensee resulting from any condition, accident or occurrence in or upon the Licensed Space, unless such injury, loss or damage is due to the gross negligence or intentional misconduct of Licensors or its employees or agents.

C. **Survival.** The provisions of this Section 9 shall survive any expiration or termination of the License Agreement.

10. **Compliance With Laws and Rules of the Licensed Space; Taxes.** Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of the License Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Ohio, the City of Cincinnati, and their respective agencies, as well as all rules, regulations and policies of Licensors for the use, occupancy and operation of the Licensed Space. Licensee agrees to pay promptly all taxes assessed on its activities at the Ballpark hereunder, including any sales tax on the payment of Licensee's fees hereunder (which shall be in addition to the amounts due hereunder).

THE CARRYING OF FIREARMS OR CONCEALED FIREARMS IS EXPRESSLY PROHIBITED AT GREAT AMERICAN BALL PARK

Pursuant to and in accordance with Ohio Revised Code section 2923.126(C)(3)(a), the Cincinnati Reds prohibit the carrying of firearms or concealed firearms on or onto the premises of Great American Ball Park.

A person who has been issued a license or temporary emergency license to carry a concealed firearm issued under the laws of Ohio or any other state may not carry, and is expressly prohibited from carrying, a concealed firearm on or onto the premises of Great American Ball Park.

7. A person who knowingly carries a firearm or concealed firearm on or onto the premises of Great American Ball Park is guilty of criminal trespass in violation of division (A)(4) of section 2911.21 of the Ohio Revised Code and is guilty of a misdemeanor of the fourth degree.

This notice is given in accordance with division (C)(3)(a) of section 2923.1216 of the Ohio Revised Code.

11. Use of the Licensed Space.

A. Licensors Access and Control. Licensee shall, and shall cause its employees and agents to, follow all written rules, written regulations and written policies of the Ballpark (collectively, the "Rules and Regulations"), including any instructions of Licensors representatives consistent with the Rules and Regulations regarding Licensee's use and occupancy of the Ballpark. In licensing the use of the Licensed Space to Licensee, it is understood that Licensors does not relinquish the right to control the management thereof and to enforce all necessary the Rules and Regulations. Licensors shall at all times have the right to limit the number of people attending the Private Event, for the purpose of ensuring the safety of people and property at the Licensed Space.

B. Disorderly Conduct. Licensors reserves the right at all times to refuse admission to or to cause to be removed from the Private Event, the Licensed Space and/or the Ballpark any disorderly person, including Licensee's employees, agents, contractors, guests and invitees, as determined by Licensors in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensors and the City on account thereof.

C. Other Events. Licensee acknowledges that other events or activities may be scheduled within the Ballpark during the Term in areas other than the Licensed Space. Licensee acknowledges that the public parking areas surrounding the Ballpark are not exclusive to or for the Private Event contemplated by the License Agreement. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Licensed Space that will disturb use of other areas of the Ballpark by any other individual, entity, organization or event. Licensors reserves the right to control volume levels such as, but not limited to, music, singing, cheering, etc. in the event such volume impedes and/or disrupts other events in the facility.

D. Other Restricted Activities. The following activities are restricted at the Ballpark: (1) all decorations are limited to table decorations and freestanding displays or signs - hanging signs and banners require prior approval and arrangements; (2) votive candles and candles with approved containers are the only candle permitted; (3) no plants and plant materials are to be brought into Great American Ball Park; (4) no cooking or pressurized containers are permitted; (5) smoking is not permitted anywhere in the Ballpark.

12. Cancellation of Private Event by Licensee.

A. In the event of a cancellation by Licensee of the Private Event (except as set forth in this Section 12), no deposit refund shall be made. The parties agree that Licensors will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute liquidated damages, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Licensors may have, at law or in equity, in the event of a breach or cancellation of the License Agreement by Licensee.

B. If the Lessee cancels the Private Event, Lessee agrees to pay Licensors the following amounts:

- i. Cancellation more than 90 days prior to the scheduled date of the Private Event – 50% of Deposit;
- ii. Cancellation 61 to 90 days prior to the scheduled date of the Private Event – Deposit;
- iii. Cancellation 31-60 days prior to the scheduled date of the Private Event – the Rental Fee (including the Deposit) plus 50% of anticipated food and beverage costs; and
- iv. Cancellation 30 days or less prior to the scheduled date of the Private Event – Rental Fee (including the Deposit) plus 100% of anticipated food and beverage costs.

13. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party (a "Force Majeure Event"), including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, epidemics, pandemic, viral outbreak, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder

with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of a Force Majeure Event. Should Licensee be unable to take possession of the Licensed Space due to a Force Majeure Event, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any advance payments or deposits.

14. Miscellaneous.

A. Entire Agreement; Amendments; Governing Law. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral, among the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by an authorized representative of Licensor and by Licensee. This Agreement shall be governed by the laws of the State of Ohio applicable to contracts made and to be performed in the State of Ohio, without regard to conflicts of laws principles.

B. Notices. Any notice required hereunder shall be in writing, shall be sent via first-class US mail or next-day delivery by a major overnight carrier such as the US Postal Service, Federal Express and UPS, and shall be deemed given two days after the date set forth in the notice, addressed as set forth above or to such other address as either of the parties shall advise the other in writing.

C. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Space be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Licensor may assign the License Agreement at any time to any successor owner or operator of the Licensed Space.

D. No Agency. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

E. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether of similar or dissimilar nature, unless expressly so stated in writing.

F. Severability. The invalidity or unenforceability of any particular provision of the License Agreement shall not affect the other provisions hereof, and the License Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

G. Alternative Dispute Resolution. **ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF THESE TERMS AND CONDITIONS AND/OR THE PRIVATE EVENT SHALL BE SETTLED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN HAMILTON COUNTY, OHIO AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN-CURRENT COMMERCIAL ARBITRATION RULES. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW. ANY AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.**

By signing, Licensee acknowledges that he/she/it has read and reviewed these General Terms and Conditions and agrees to be bound by all of the terms and conditions set forth herein.

BASEBALL PARK MANAGEMENT COMPANY, LLC

Randall K Cooper High School

By: _____

By: _____

Printed Name: Vicki Volp

Printed Name: _____

Title: Sr. Manager of Special Events Sales and Operations

Title: _____

Date: _____

Date: _____

[End of Agreement]