

CONFIRMATION AND CONTRACT FOR RENTAL EVENT

Date Prepared: 2/12/2024 By: Andrea Davis

This Confirmation and Contract is a part of and incorporates herein by reference the Hillerich & Bradsby Co. ("Louisville Slugger Museum & Factory" or "LSMF") Document: RENTAL CONTRACT – GENERAL CONDITIONS AND TERMS.

ORGANIZATION NAME: North Oldham High School

CONTACT NAME: Brooke Heiser

ADDRESS: 1815 South, 1801 KY – 1793

Goshen, KY 40026

PHONE: 502.228.0158 x 409 / 513.518.1549

EMAIL ADDRESS: brooke.heiser@oldham.kyschools.us

EVENT DATE: Saturday, May 11, 2024

TIME OF EVENT: 8:00 PM - 11:00 PM

TYPE OF EVENT: Jr. Prom

ATTENDANCE ESTIMATE:

280 Maximum Capacity for The Skybox

No. of guests: 250

HILLERICH & BRADSBY FACILITIES INVOLVED:

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SPECIAL ARRANGEMENTS:

Renter will have exclusive use of *The Skybox*.

Should Renter wish to extend length of evening event past allotted 3-hour block, additional time may be prearranged at least ten (10) business days prior to event at a cost of \$500 per hour. Additional time not prearranged cannot be guaranteed and, if available, is \$600 per hour. Daytime space extensions are managed on an as-needed basis.

SKYBOX RENTAL FEE: SALES TAX (6%):	\$	3200.00
*Tax exempt	\$ <u></u>	00.00
GRAND TOTAL	\$	3200.00

For payment, please call 502.588.7227 to provide credit card information. If sending a check, please make all checks payable to "Louisville Slugger Museum & Factory"

Non-Refundable Deposit of \$3200 is due within 7 days of contract receipt (2/19/2024).

*Remainder of payment must be received 14 days before event. c/o Andrea Davis 800 West Main Street Louisville, KY 40202

The Renter is responsible for the cost of the facility rental, which is covered by the non-refundable deposit. **The remaining balance, if any, will be due 14 days before event date (4/27/2024).**

The undersigned individually and/or as agent for the organization listed above as "Renter" acknowledges receipt of, has read and understands the General Conditions and Terms related to Rental Contracts of Louisville Slugger Museum & Factory and agrees to be bound by them and to pay the fees and the requirements set forth in this Confirmation and Contract for the Rental Event set forth above.

02/10/2024
Date Signed
2/12/2024
Date Signed



HILLERICH & BRADSBY CO.

FACILITY RENTAL CONTRACT GENERAL CONDITIONS AND TERMS

I. FACILITIES

Hillerich & Bradsby Co. ("H&B") has certain facilities available for temporary rental. Louisville Slugger Museum & Factory, a division of Hillerich & Bradsby Co. ("LSMF") offers the following areas: The Skybox, Clubhouse and Museum. LSMF will staff functions as H&B's agent for purposes of negotiations and rental of H&B facilities. "Renter" is the entity defined in the Confirmation, which is attached and incorporated herein by reference.

- II. RENTALS (8:00 am 12 am Seven days a week for Museum or 5 pm 12 am Seven days a week for Skybox)
 - A. Renters have access to identified LSMF exhibits and areas unless access to any area is specifically restricted in the terms of individual rental contracts.
 - B. LSMF provides a Host and Security guard for all evening rentals. Guided tours, or other special arrangements must be confirmed and specified in the individual rental contract and will involve extra cost. LSMF may have the ability to add additional workers at the Renter's expense.
 - C. Evening rental rates include up to four (4) hours of facilities usage (example: 7 pm 11 pm.) Events that last more than four hours or extend past 12 am will be assessed additional rental fees in advance.

III. BILLING AND CANCELLATION POLICIES

- A. The Renter shall inform LSMF of the size of the renting party at the time of booking. The Renter shall be responsible for advising LSMF no later than five (5) working days prior to the Renter's event of any increase in attendance.
- B. The full room rental fee, as quoted in the Confirmation and Contract will be due within 7 days of receipt of contract. LSMF will not consider a Rental Contract as being confirmed and in full force and effect until it has received a signed copy of the agreement, and receipt of deposits noted above. If LSMF has not received required deposit funds as specified above it may, as its sole option conclude the Confirmation and Rental Contract null and void.
- C. For Daytime Rentals, the balance due of all rental fees is payable 14 days prior to the event. Any event booked within that time frame will pay the full rental fee at the time of booking.
- D. If the balance due of all rental or other fees and deposits has not been received as requested, LSMF reserves the right to cancel the Confirmation and Contract. In the event of cancellation by LSMF, the Renter shall have no right to use LSMF facilities and shall forfeit all fees and deposits paid up to that time as liquidated damages.
- E. Rental deposit is a non-refundable fee. To receive a refund of remaining Rental Fees based on a complete cancellation of a rental event, LSMF must receive notice of cancellation at least thirty (30) days prior to the rental date.

Cancellations made less than thirty (30) days prior to a rental date will not receive a refund of the refundable Rental Fees paid by the Renter up to that time. In the event the renter needs to change the event date, renter may do so once to use the paid deposit. If another request is made, the event will be cancelled, and the renter forfeits the paid deposit.

- F. Fees for special arrangements are fully refundable up to five (5) working days prior to the event unless LSMF has incurred or will incur any costs directly related to special arrangements. Any costs incurred will be deducted from fees paid prior to a refund being made. No refunds will be made on special arrangements for cancellations made within five (5) working days prior to the event.
- G. LSMF's performance of this Agreement is subject to acts of God, war, government regulation, disaster, civil disorder or other emergency making it in LSMF's sole opinion inadvisable, illegal or impossible to hold the event. If event is cancelled under the aforementioned provision, all Rental Fees, Special Arrangement Fees, and Damage Deposits will be fully refunded and LSMF will be held harmless in all ways for any expenses incurred by Renter. If Renter wishes to reschedule event, LSMF will apply all monies paid to the rescheduled event.

V. FOOD SERVICE AND FURNITURE AND EQUIPMENT RENTALS

- A. Guests <u>may not</u> bring their own alcohol in to LSMF or take alcohol out of LSMF. Only an approved licensed caterer may serve and transport alcohol, with proof of insurance and all required permits.
- B. All catering, beverages or other food services and charges or entertainment charges are extra and are to be independently contracted by Renter. Renter is required to use an appropriately licensed contractor approved by LSMF. Renter is liable to LSMF for any damage caused by Renter's contractors.
- C. No food or beverages of any kind are to be brought into the LSMF by Renter or guests, without prior approval. This restriction applies to any time Renter enters LSMF including preset times, meetings prior to and following event and during actual event.
- D. Placement, set-up and removal of all rental items such as tables, chairs, special linens, or audio-visual equipment are the complete responsibility of the Renter. LSMF has a limited amount of tables, chairs and audio-visual equipment in stock that can be used by Renter at no additional cost.

VI. RULES

- A. LSMF does not permit smoking in any area.
- B. Background music and lighting are subject to LSMF approval.
- C. The use of glitter, confetti, tinsel, rice or birdseed is <u>strictly prohibited</u> at LSMF events. If Renter fails to abide by this rule, LSMF will administer a cleaning fee to cover extra cleaning time needed in relation to the use of such materials plus charge for H&B supervision of clean up. LSMF will bill Renter for the additional cleaning fee following event.
- D. The use of non-helium balloons is limited and Renter must get LSMF's permission for use prior to event. The use of non-helium balloons may result in an additional cleaning fee being assessed after the event. Helium balloons are not permitted for any LSMF Museum rental.
- E. All deliveries equipment, supplies, materials, etc. are to be approved by and prearranged with the LSMF's sales staff. Delivery and pickup are to be on Main Street unless otherwise agreed. LSMF cannot be responsible for storing any of Renter's belongings before or following Event and all materials are to be removed from LSMF's premises immediately following Event.
- F. Renter's conduct will at all times be consistent with the high quality, uniqueness, and value of the LSMF surroundings. At LSMF's sole discretion, security personnel will remove any person creating a nuisance, acting in an abusive or threatening manner, or endangering other visitors, themselves, or the physical environment of LSMF.

- G. LSMF is not responsible for loss, damage or theft of personal property at any rental event. Renter shall indemnify and hold LSMF harmless from and against any and all claims of loss, damages or theft of Renter's or Renter's guests, invitees, etc. personal property or personal injuries.
- H. Renters may not move, alter or otherwise change any exhibit, artifact or display in place at the time of their rental event.
- I. Red wine cannot be served during any event that includes the Museum area.
- J. Candles cannot be used.
- K. Only tabletop decorations may be used. Nails, tacks, screws, tape, or other fasteners or adhesive may not be used.

VII. PARKING FOR DAYTIME AND EVENING EVENTS

- A. LSMF cannot guarantee Renter parking for any event. There is a public garage adjacent to the facility.
- B. The Renter hereby releases, discharges, holds harmless and waives any claim against Hillerich & Bradsby Co. any and all claims for losses, injuries, death of or damage to persons or property (including loss of use of property) sustained to or by the Renter in connection with parking or access thereto and from. This indemnity shall be effective as to any loss or damage arising from parking services offered by Renter, volunteers, third party or any agent, employee, or invitee of Renter.

VIII. INDEMNIFICATION/INSURANCE

- A. Renter shall further indemnify, defend and hold harmless the Hillerich & Bradsby Co., its officers, directors, contractors, vendors, employees, and agents, and each of them, from any and all claims, actions, causes of action, losses, expenses, demands or liabilities of whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which Hillerich & Bradsby Co., its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of Renter, guests, its officers, directors, employees, vendors, agents, contractors, or invitees.
- B. Renter shall maintain no less than \$500,000 of insurance covering any damage or loss of Hillerich & Bradsby Co.'s property.

For information about your rental event, please contact:

Andrea Davis
Director of Events

Telephone: (502) 588-7227 Email: events@hb1884.com

Jan Rf	02/10/2024
Renter's Signature	Date Signed
Andrea Davis	2/12/2024
Andrea Davis	Date Signed

North Oldham High School x Skybox Event Contract

Final Audit Report 2024-02-13

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