

### **Addendum to Master Use Agreement**

Addendum, dated as of August 11, 2023, to Master Facility Use Agreement, dated \_\_\_\_\_ (the "Agreement"), between **Verotown, LLC**, a Delaware limited liability company whose principal place of business is located at 3901 26th Street, Vero Beach, Florida, 32960 ("Licensor"), and **South Oldham High School**, whose principal place of business is located at 5901 Veterans Memorial Pkwy, Crestwood, KY 40014. ("Licensee"). Defined terms used in the Agreement have the same definitions herein.

<b><u>Event:</u></b>  <b>2024 High School Baseball Spring Training</b>	
<b><u>Event Dates:</u></b> <b>Check In Date: March 30, 2024</b> <b>Check In Time: 5pm</b> <b>Check Out Date: April 4, 2024</b> <b>Check Out Time: 11am</b>	<b><u>Contact:</u></b> <b>Troy Blakely</b> <b>South Oldham High School</b> <b>5901 Veterans Memorial Pkwy</b> <b>Crestwood, KY 40014</b> <b>502-376-5594</b> <a href="mailto:troy.blakely1@gmail.com">troy.blakely1@gmail.com</a>

#### **I. Licensee's use of the Premises:**

##### **A. Lodging:**

- a. The number of participating players and Coaching Staff are as follows:

**20 players (quad occupancy or greater)**

**6 Coaching Staff (triple occupancy)**

- b. Licensee shall provide to Licensor a rooming list in the form requested by Licensor on or before **February 29, 2024**.

##### **B. Meeting Rooms.**

- a. At the time of execution of this Addendum, no Meeting Space has been reserved for the Licensee.
- b. Licensee shall be required to book any Meeting Space through Licensor, which shall be subject to availability and such booking will be determined in Licensor's sole discretion.

##### **C. Sports Facilities:**

- a. Licensee agrees to provide Licensor with a complete group itinerary no later than **November 1, 2023**.
- b. Upon receipt of such itinerary, but no later than the first day of the Event, Licensor will provide Licensee with a schedule of use for the Sports Facilities.
- c. Should Licensee require additional Sports Facilities, Licensee will incur Additional Charges (as hereinafter defined).

**D. Food and Beverage.**

**Breakfast, lunch and dinner shall be provided by Licensor in the dining room, beginning on March 30, 2024 and ending on April 4, 2024 at the time confirmed by Licensor.**

**II. Participant Waiver.** The Licensee Parties participating in the Event, including but not limited to, players and Coaching Staff, are required to individually sign a release of liability waiver (“Participant Waiver”) prior to the Event agreeing to hold the Indemnified Parties harmless against any and all claims or liability arising directly or indirectly from the Event or participation of the Licensee Parties associated with the Event. Licensee shall not permit any Licensee Party who has not signed such Participant Waiver to participate in the Event. The Participant Waiver shall be provided to Licensee, via electronic format or as otherwise determined in Licensor’s discretion, prior to the Event.

**III. Fees and Costs.**

A. In consideration for the use of the Premises as described herein, Licensee agrees to following fees and costs as outlined below for the grant of this license, Services and the use of the Premises:

**Estimated room/board and Facilities (as defined below) fee:**

**\$14,900.00- (20 Players x \$149.00 per night x (5) nights.)**

**\$1,390.00 - (2 Coaching Staff x \$139.00 per night x (5) nights.)**

**\$2,980.00 - (4 Coaching Staff x \$149.00 per night x (5) nights.)**

**\$19,270.00 - Total Estimated Charges**

**Fee breakdown:**

**a. Room & Meals:**

**Complete Meeting Package Fees**

**\$149.00 plus tax, per person, per night (players, quad occupancy or greater)**

**\$139.00 plus tax, per person, per night (Coaching Staff, triple occupancy, discounted rate)**

**\$149.00 plus tax, per person, per night (Coaching Staff, triple occupancy rate)**

**a. Facility use: NA**

**b. Building 42: NA**

B. Payments must be made in cash, bank check, credit card or wire transfer. Credit card payments will incur a five percent (5%) service charge for every transaction.

IV. **Payment Schedule.**

- A. Licensee shall make payments for the Fee in accordance with the following payment schedule:
- a. A non-refundable, initial deposit in the amount of \$1,000.00 in the form of a check or credit card authorization form (the "Initial Deposit") will be upon full execution of this Addendum, which shall be no later than (2) weeks following Licensee's receipt of this Addendum.
  - b. A second non-refundable deposit in the amount of two thousand dollars (\$2,000.00) in the form of a check or credit card authorization form ("Second Deposit") will be due no later than **November 1, 2023**.
  - c. The Licensee's remaining Fee balance shall be due in full no later than **February 29, 2024**.
- B. A security deposit in the amount of \$500.00 in the form of a check or security authorization form ("Security Deposit") will be required prior to check in, which will be held by Licensor for the duration of Licensee's participation in the Event. Licensor shall deduct from the Security Deposit any charges due to damages, missing items, excessive clean up or other additions and the remaining balance of the Security Deposit (if any) will be returned to Licensee within two (2) weeks of Event completion.
- C. Should Licensee's use of the Premises incur Additional Charges that are not initially contemplated and set forth in this Addendum (including but not limited to, expenses resulting from damages, missing items, excessive cleanup, rule violation, or time spent on the Premises extending beyond the terms of this Agreement), such Additional Charges shall be paid within thirty (30) days of the Licensee's receipt of an invoice.

V. In all other respects, the parties ratify and confirm the Agreement.

AGREED and ACCEPTED:

**Verotown, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**South Oldham High School**

By:  \_\_\_\_\_

Name: Jason Radford

Title: Superintendent

Date: 1.30.24