THE THOROUGHBRED CENTER" A Kozendard Preparty

Event Schedule

THIS SCHEDULE, is a part of the FACILITY LEASE TERMS AND CONDITIONS

ha Thomasabhand Cant	2 Konneland Property	dated this	8th day of	November	, 20 <u>24</u> , b	etween	
he Thoroughbred Cent 380 Paris Pike	er	Kentucky Tra	ining Center, LLC	, d/b/a The Thor	oughbred Center,	, 3380 Paris Pike,	
exington, RY 40511 59 293-1853 Tel.			Kentucky Training Center, LLC, d/b/a The Thoroughbred Center, 3380 Paris Pike, Lexington KY 40511, "Lessor" and, Bourbon County High School				
59 299 128 i Fax							
ww.TheThoroughbredCe	nter.com	3343 Lexing	ton Road - Paris,	KY 40301		, "Lessee."	
Group/Event	Name of Event_Bo	ourbon County Hi	gh School Prom				
nformation	Date of Function	April 26, 2025					
	Arrival Time 3:30r	om Start Tir	me_7:30pm	End Time 10:30pm Depart Time 11:30pm			
	Primary Contact	degan Mattox	gan Mattox		Secondary Contact		
	Primary Telephone	859-340-0310		Secondary Telepho	one		
	Number of Guests	~300		Email megan.m	nattox@bourbon.	kyschools.us	
Room &	√ 5i	imple	5	elect	Si	gnature	
Package	Package Price \$ 2,	-			Package Price \$		
. 1	4 Hour Set-Up Time		6-Hour Set-Up Time		9-Hour Set-Up Tim		
<u> </u>	3 Hour Event	-	5-Hour Event	=	6-Hour Event	ic	
Horseman's	1-Hour Breakdown	Time	1-Hour Breakdown	Time	1-Hour Breakdowi	n Time	
Lounge	Damage Deposit (re	efundable) - \$250	Damage Deposit (r	efundable) - \$250	Damage Deposit (refundable) - \$250	
✓ Stableview	Furniture Included:		Furniture Included:		Furniture Included		
Hall	6 5' Round	l Table(s)	5' Round	l Table(s)	5' Roun	ıd Table(s)	
The Paddock	60 Chairs		Chairs		Chairs		
THE FAGUOCK	U Danyo	iet Table(s) iet Table(s)	8' Banqu 6' Banqu		8' Banq 6' Bang		
Pavilion		il tables	4' Round		4' Roun		
Outdoor	No Linens		Short & Floor Leng		All Floor Length Li		
Ceremony	No Bar		Cash Bar		Open Bar - House		
(Add \$)	Outside Catering A		Outside Catering A	llowed	Outside Catering A	Allowed	
	(1) Security Guar	d Included	Security Included		Security Included		
Jpgrades &	Full-Servi	ce Catering	Reveran	e Options	Δdditio	nal Rentals	
nhancements		\$	_	\$		\$	
	Staffing	\$	•	\$	iSecurity* i	\$	
	Serving Ware	\$		\$	·	\$ 360	
	Delivery Fee	\$		\$	(3) 20ft	\$	
	Other:	\$		\$	įsecuons	\$ 180.00	
	Other:	\$		\$			
	Service Charge	\$	•	\$\$		\$ 100.00	
	Sales Tax	\$		\$, ,	§ 11.88	
	Peics igy		29162 191	₽	Tales lay	a_	
	Catering Total	\$_n/a	Beverages Total	\$_n/a	Rentals Total	<u>\$ 669.88</u>	
Other/Notes	*May decorate	between 9am an	d 4pm on Friday,	April 25th			
	Event start time	e: 7:30 pm					
	Grand march a	t 7:15pm					
	Event end time	: 10:30 pm					
		bred Center Sec					
	(Number of gua	ards can be adjus	sted at final meeti	ng, once guest o	count is confirmed	<u>d)</u>	
			· ·				
TOTAL C							
TOTALS	Total Due Additional Charges	(if amu)	\$_2,	669.88	Date Due: 04.2	3.25	
		r (11 any) Pposit due with exect	ution of Lease \$ 8	00.00			
	Deposit made		\$		Date Paid:		
	•	urs prior to function	\$				
	#1 #1 11 11 11 11 11 11 11 11 11 11 11 1						
	The Thoroughbrod	onfor		1			



The Thoroughbred Center
3380 Patis Pike
Lexington, KV 40511
859 293-1853 Tel.
859 299-1284 Fax
www.TheThoroughbredCenter.com

All reservations and agreements are made upon, and are subject to the rules and regulations of the Lessor and the following conditions:

FEES: Date(s), times and charges are detailed on the attached "Event Schedule" and incorporated into this Lease by reference. If Lessee is quoted a discount or high volume rate based on projected room usage, Lessors reserves the right to review this rate periodically and verify actual room usage to projected room usage. Lessor reserves the right to increase room rates or stated costs if volume projections are not met. All prices are subject to change with notification when possible (within seven days prior to any said changes.) Lessor reserved the right to move functions to rooms other than those appearing in this lease or the attached "Event Schedule" with prior notification.

PAYMENT: Full payment, as detailed on the attached Event Schedule, shall be made in advance of the function. A deposit is required at the time of booking and is non-refundable. **DATES CANNOT BE CONFIRMED WITHOUT** FULL DEPOSIT AND AN EXECUTED COPY OF THIS LEASE. The balance due for the function is payable seventy-two (72) hours prior to the event. All checks must be signed by the person in charge or a designated representative. Any discrepancies in counts or changes should be identified and resolved at the end of the function. Any refundable deposits will be refunded within ten business days following the event subject to the terms of each deposit. NO ACCESS TO THE FACILITY WILL BE GRANTED UNTIL ALL FEES ARE PAID IN FULL.

TIME: In order for Lessor to satisfy all of its Lessees, no function will be permitted to exceed the time specified without Lessor's prior approval. Time in excess of that agreed to in the contract will be billed at \$100 per half-hour.

CANCELLATIONS: Notice of cancellation MUST BE MADE IN WRITING more than thirty (30) days in advance of the scheduled function. Lessor will retain as liquidated damages all sums paid prior to cancellation.

ACTIVITIES: The premises shall be used ONLY for those approved activities designated on the Event Schedule. NO OTHER ACTIVITIES MAY BE HELD WITHOUT PRIOR NOTIFICATION IN WRITING AND APPROVAL OF LESSOR. Lessee must obtain prior approval from Lessor for all activities that are planned for the function. No activities in

Event Contract Lease Terms and Conditions

THIS AGREEMENT, dated this <u>8th</u> day of	November , 20_	24
between Kentucky Training Center, LLC, d/b/a The	Thoroughbred Center,	
3380 Paris Pike, Lexington KY (10511, "Lessor" and,	Bourbon County High	
School; 3343 Lexington Road - Paris, KY 40361	. "Les	see."

violation of Federal, State or local laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. The use or possession of illegal drugs on the premises is strictly forbidden. Lessee shall not create or allow the creation of any public nuisance during their occupancy of the facilities. Lessee agrees to assist Lessor in prohibiting any violation of this provision if Lessor deems it necessary. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.

FACILITIES: Lessor agrees to furnish the facility "as is" together with water, light and ventilation. Lessee will be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to its present condition, ordinary use and wear thereof excepted.

GUARANTEE: The number of guests stated in this Lease is subject to adjustment by Lessee until noon (12:00 p.m.) three (3) business days prior to the date of the function. Unless Lessee notifies Lessor at least three (3) business days prior to the date of the function of an adjustment in the number of guests, payment for at least the guaranteed number of guests will be required. In the event that the attendance exceeds the guaranteed minimum, Lessor will make every reasonable effort to accommodate the extra number of guests with same or comparable arrangements.

ROOM CAPACITY/SEATING: Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity of the Pavillon which is 920. Necessary ushers and admissions personnel will be the responsibility of the Lessee. Lessee agrees that occupancy of the area they have rented shall not exceed these maximums: 920 in the Pavillon, 200 seated or 300 standing in the Horseman's Lounge, 500 seated or 1000 standing in Stableview Hall, and 350 seated or 700 standing in The Paddock.

ACCESS: Access to the Pavilion by Lessee and its patrons will be through the Lounge provided that, should Lessor rent the Lounge for use by another group, Lessee and patron's access will be provided through the office wing

of the building unless Lessee rents the Lounge as well as the Pavilion.

FOOD AND BEVERAGES: Alcoholic beverages No alcoholic beverages of any kind shall be served to anyone under 21 years of age at any time. No alcoholic beverages of any kind are permitted to be brought onto Lessor's premise nor are they permitted to be taken from Lessor's premise. Any alcoholic beverage brought on the premises will be confiscated and the Lessee charged \$25 per item. Lessor will require that beverages be dispensed only by Lessor's servers and bartenders. Lessor's alcoholic beverage licenses require Lessor to (1) request proper identification (photo I.D.) of any person of questionable age and refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced, and (2) refuse alcoholic beverage service to any person who in Lessor's judgment appears intoxicated.

Functions Catered by Lessor Lessee expressly waives and relinguishes, and Lessor reserves to itself, the right to operate, license or permit others to operate during the period of this Lease Agreement, all concessions at the facility. All revenue derived from the sale of concessions shall be retained by Lessor. No food or beverages (other than those provided by Lessor) (alcoholic or otherwise) of any kind will be permitted to be brought into Lessor's facilities (from an outside source) by the Lessee or any of the Lessee's quest or invitees. All food and beverages not sold by the Lessor are supplied through the Lessor at Lessee's expense and will include a charge for sales tax and are subject to an 18% service charge.

SECURITY & PARKING: One or more security guards must be provided during the times of the public occupation of the facility to be provided by Lessor at the expense of Lessee at the rate of \$ 45 /hour, 4-hour minimum. Should the Lessee have more attendees at their function than the maximum number agreed to on the Event Schedule, Lessee agrees that Lessor will have the right at its sole discretion to increase the number of security guards at any time during the function. Lessee agrees that it will pay the additional cost for the added security quards at the rate stated in the Event Contract, Parking will be allowed only in those areas designated by the Lessor. Loading and unloading will be only in those areas and at those times designated by the Lessor. These fees are due in addition to the rental charges and must also be paid in full prior to entry into the facility.

ADVERTISING: Lessor reserves the right to approve or disapprove the form and content of all advertising, programs, articles for print media or other printed materials distributed by the Lessee sponsoring the event.

LIABILITY: Contractual performance of this Lease is contingent upon the ability of Lessor's management to complete the same, and accordingly is subject to labor troubles, disputes or strikes, accidents, Acts of God, government (federal, state or municipal) requisitions, restrictions upon travel, transportation, foods, beverages or supplies, and any other causes or circumstances whether enumerated herein or not, beyond control of Lessor, preventing or interfering with the performance of it obligations. In no event shall Lessor be liable for the loss of profit or for other similar or dissimilar collateral or consequential damages where based on breach of contract, warranty or otherwise. If for any reason beyond its control, Lessor is unable to perform its obligations under this agreement, such non-performance is excused and Lessor may terminate this Lease without further liability of any nature, upon return of Lessee's deposit. Lessor will in good faith provide all items and services agreed upon, but reserves the right to make substitutions with similar Items or service not readily available on the open market with the prior consent of Lessee, and at a reasonable price.

Damage Lessor reserves the right to inspect and control all functions. Lessee will be responsible for any damage or loss to the premises, the building or Lessor's equipment, decoration or fixtures, due to the activities of the guests. Liability for damage to the premises will be charged to the Lessee (individual/organization) that booked the function. Lessee agrees to be responsible for any damage done to the premises or any other property of Lessor during the time "Lessee, its guests, employees or independent contractors under Lessee's control have the premises."

Loss Lessor does not accept any responsibility for the damage or loss of any merchandise or articles left on the premises prior to, during or following your function. This includes any and all personal property and equipment brought on to the premises either by Lessee or any third party. If the function is held on any premises other than Lessor's premises, Lessor will not be responsible for any loss of or damage to any property. Lessor may request that Lessee obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held overnight by Lessor.

Injury Lessor shall not be liable or responsible for any injury or loss, including any associated attorney's fees, caused or suffered in any manner by or to the Lessee, patrons, guests, invitees, employees or any other third parties on the premises during the function, unless caused by the conditions of the premises, due to the gross negligence of any agent or employee of Lessor. Lessee assumes the risk for all injury to its patrons, quests, invitees, employees or any other third parties regardless of the cause of such injury. Lessee agrees to hold Lessor harmless against any loss, cost, damages or other expense including reasonable attorneys' fees incurred by Lessor by reason of injury to or loss of property by any patrons, quests, invitees, employees or any other third party.

Certificate of Insurance No later than 15 days prior to the event and no earlier than 30 days, Lessee will provide Lessor with a Certificate of Insurance evidencing Lessee's General Liability coverage for not less than \$1 million (one-million dollars) and naming Kentucky Training Center, LLC d/b/a The Thoroughbred Center, and Keeneland Association, Inc. as additional insured. This coverage will be Primary Coverage for the term of this lease. Lessee must also provide a Certificate of Insurance for its Worker's Compensation Insurance, as required by Kentucky law.

If the activity contemplated by this agreement constitutes a farm animal activity then the following warning shall apply:

WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

SHIPPING: Lessee is responsible for the arrangements and all expenses of shipping materials, merchandise, exhibits, or any other items to and from Lessor's premises. Lessor must be notified at lease one week in advance of shipping arrangements to insure proper acceptance and storage of these items upon arrival. Each item should be clearly marked with (1) Lessee's name and (2) date of the function. Lessor may, at its discretion, charge fees for storage of these items.

DECORATIONS/INDEPENDENT CONTRACTORS: All displays and/or decorations shall be subject to the prior approval of Lessor, Absolutely no rice, birdseed, confetti or similar items may be dispensed inside the facilities.

All flower containers, linens, dishes, ice, coffee

urns, dance floor, bar accessories and similar items shall be furnished by the Lessee at its own personal expense. Absolutely no display materials are to be hung with staples or tacks. Scotch tape may not be used on equipment, walls or ceilings. No electrical equipment or extension cords may be used without Lessor's prior approval. Flammable substances are not permitted in the building or on the premises. All decorations must meet with the approval of the Lexinaton Fire Department. All displays and exhibits must conform to city code, fire regulations and Lessor policies. Bands or other entertainers are considered as Lessee's employees and quests; therefore, Lessee is responsible for the arrival, positioning and removal of their equipment. No equipment is ever to be arranged in a potentially dangerous manner or blocking an exit. Moreover, all designated exit ways shall be maintained in such a manner as to be visible at all times. Furniture and accessories may be removed from the room; however, Lessee may be charged an additional fee for said service. Dancing is permitted. Occasionally, it may be necessary to require speakers and bands to stay within certain volume limits; Lessee agrees to comply with requests related to this from Lessor.

NOT PARTNERS OR JOINT VENTURERS: Nothing contained in this Lease shall be deemed to constitute Lessor and Lessee partners or joint venturers with each other or with any other party.

NON-WAIVER AGREEMENT: The parties hereby expressly agree that no assent, express or implied, by Lessor to any breach of any of this Lease's provisions shall be deemed to be a waiver of any succeeding breach.

EXECUTION: The person executing this Lease as Lessee expressly represents that he or she is over eighteen (18) years of age. Where Lessee is a corporation, or unincorporated association, partnership or other legal entity, this Lease shall be binding on such legal entity, its successors and assigns. The person executing this Lease as Lessee's representative expressly represents that he or she is authorized to execute said Lease on behalf of Lessee.

DEFAULT: If Lessee shall fail to make any payment when due or shall otherwise breach any term of the Lease, Lessor may, at its option, declare Lessee to be in default and immediately terminate all rights of Lessee hereunder and also to recover from Lessee damages which Lessor may incur by reason of breech of the lease, including any costs and expenses it may incur. Lessor may also retain any monies paid prior to termination as liquidated damages.

Lessee:	Lessor:	
Date:		Kentucky Training Center, LLC d/b/a The Thoroughbred Center
Ву		
Name:	Date;	



INVOICE

December 11, 2024

Bill To:

Bourbon County High School <u>megan.mattox@bourbon.kyschools.us</u> 3343 Lexington Road - Paris, KY 40361 For: Bourbon County High School Prom April 26, 2025

		DESCRIPTION	AMOUNT		
1	Stableview Hall		\$	2,000.00	
:	Additional Rentals		\$	669.88	
; ;					
	Security Deposit Due with	\$	800.00		
		Balance due three days prior to event	\$1	,869.88	

Make all checks payable to The Thoroughbred Center.

If you have any questions, please contact Emily Orschell at eorschell@thethoroughbredcenter.com