

## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of this the 3rd day of February, 2026, by and between TRANSYLVANIA UNIVERSITY, a Kentucky non-profit, non-stock corporation, whose mailing address is 300 North Broadway, Lexington, Kentucky 40508 (the "Licensor"), and South Oldham High School Athletics (the "Licensee"):

### **WITNESSETH:**

WHEREAS, Licensor owns the "Premises" (as hereinafter defined);

WHEREAS, Licensee desires to use the Premises for a single South Oldham High School Boys' Lacrosse game;

WHEREAS, Licensor has agreed to allow Licensee to use the Premises on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **SECTION 1 USE OF PREMISES**

Licensee shall have the right and license to use only the following portions of Licensor's campus (the "Campus"): Pat Deacon turf field only (the "Premises"), for the purpose of a boy's lacrosse game (the "Event") (See Exhibit D for multiple event dates) and for no other purpose, without the prior written consent of Licensor. No other portion of the Campus shall be used by Licensee or Licensee's employees, invitees, agents, or guests. Except as otherwise provided in this Agreement, this Agreement shall terminate upon the earlier of (a) March 31, 2026 or (b) immediately if such use becomes unlawful or upon an event of default by Licensee under this Agreement. The fee for the use of the Premises for the Event shall be \$0.00, (See Exhibit D for detail of charges). (See Exhibit D for additional deposit details) without further notice from Licensor. Licensee's use of the Premises shall be subject to the Rules and Regulations set forth in Exhibit "A", the Facility Specific Terms and Conditions set forth in Exhibit "B", and the Alcohol Policy attached hereto and Exhibit "C", all of which are attached hereto and incorporated herein by reference and to the following terms and conditions:

A. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PREMISES WHICH ARE ACCEPTED BY LICENSEE IN AN "AS IS WHERE IS" CONDITION WITH ALL FAULTS. By acceptance of the Premises, Licensee affirms that it has not relied on Licensor's skill or judgment to select or furnish the Premises for any particular purpose and that LICENSOR MAKES NO WARRANTY OF HABITABILITY, MERCHANTABILITY, OR THAT THE PREMISES OR THE CAMPUS ARE FIT FOR ANY PARTICULAR PURPOSE AND THAT

THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE EXPRESS TERMS OF THIS AGREEMENT.

B. Licensee shall use the Premises in a careful and proper manner complying with all laws, rules and regulations, ordinances and/or all other governmental orders and directives and shall not maintain or cause to be maintained any nuisance on the Premises. Licensee shall, at its sole cost and expense, obtain any permits or licenses required by any governmental agency relating to its use of the Premises and/or the Event. Licensee shall not use the Premises for any use which is contrary to Licensor's standards of conduct or for any offensive purpose as determined by Licensor in its sole discretion, including, but not limited to, displays of nudity or any other offensive matter or materials. Licensee shall not interfere with any of Licensor's programs or freedom of movement on the Campus. Licensee shall communicate with Licensor's representative in an appropriate, professional manner. Licensee and its invitees and guests shall observe all of Licensor's traffic and parking rules and regulations.

C. Licensee, at Licensee's sole cost and expense, shall keep and maintain the Premises in as good order, condition and state of repair as existed on the date of this Agreement. Licensee shall notify Licensor and/or Licensor shall notify Licensee of any damage or injury done to the Premises. Any damage or injury done to the Premises by Licensee shall be repaired by Licensor, at Licensee's sole cost and expense, and Licensor shall immediately notify Licensee of any such damage. Licensee shall not make any alterations, additions or improvements to the Premises without first obtaining the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. No holes shall be drilled in the walls, woodwork, or floors of the Premises. If this Agreement is terminated for any reason, all alterations, additions and/or improvements made by Licensee shall become the property of Licensor and shall be surrendered to Licensor. Licensee shall keep the Premises free and clear from any and all liens, encumbrances, claims or demands, including, but not limited to, for work performed, material furnished or operations conducted at the request of Licensee.

D. Licensee shall permit Licensor or its representatives to enter the Premises at any time, to inspect the Premises for any purpose, including, but not limited to, determining whether Licensee is complying with the terms of this Agreement and/or for any other purpose reasonably related to Licensor's ownership of the Premises.

E. LICENSEE SHALL INDEMNIFY AND HOLD LICENSOR AND OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM, AND AGAINST ALL CLAIMS, ACTIONS, PROCEEDINGS, COSTS, DAMAGES, EXPENSES AND LIABILITIES, INCLUDING ATTORNEY FEES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY INJURY OR DEATH TO ANY PERSON ON OR ABOUT THE PREMISES OR THE CAMPUS, ANY DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES OR THE CAMPUS AND/OR LICENSEE'S USE OF THE PREMISES AND/OR THE EVENT. SUCH INDEMNITY SHALL INCLUDE, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNITY FOR THE NEGLIGENCE OF LICENSOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND AGAINST LOSS OR

DAMAGE FROM ANY ACT OR OMISSION OF LICENSOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARISING OUT OF THE USE OF THE PREMISES OR THE EVENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

F. LICENSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR (A) INJURY TO OR DEATH OF ANY PERSON ON THE PREMISES, INCLUDING, BUT NOT LIMITED TO, LICENSEE AND LICENSEE'S EMPLOYEES, INVITEES, AGENTS AND GUESTS, OR (B) PERSONAL PROPERTY OF LICENSEE OR LICENSEE'S EMPLOYEES, INVITEES, AGENTS AND GUESTS OR IN THE CARE OF LICENSEE ON THE PREMISES. LICENSEE SHALL BEAR ALL RISK OF LOSS WITH RESPECT TO THE FOREGOING AND HEREBY RELEASES LICENSOR FROM ANY AND ALL LIABILITY ASSOCIATED THEREWITH. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

G. Licensee agrees to take out and maintain with an insurance company, in such form, with such endorsements and with a deductible reasonably satisfactory to Licensor, at Licensee's sole cost and expense, a policy or policies of comprehensive, general public liability insurance, insuring Licensee and Licensor, and expressly naming Licensor and its officers, directors, employees and agents as an additional insureds, against property damage or personal injury growing out of the use of or occurring in, upon or about the Premises, with liability limits of not less than \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate and workers compensation coverage in the minimum statutory amount. The policy of insurance required by the terms of this Section shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Licensee or Licensor which might otherwise result in forfeiture of said insurance. The policy shall contain a provision that such policy will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Licensor. Licensee shall provide Licensor with a certificate evidencing such insurance simultaneously with the execution of the Agreement and the certificate should specifically name Licensor as a named insured for the period covered by this License Agreement.

H. Licensee shall not assign or encumber this Agreement or any interest therein, nor let or sublicense the Premises or any part thereof or any right or privilege appurtenant thereto or permit the use of any part thereof by any other person, without the prior written consent of Licensor.

I. Licensee and Licensee's employees, invitees, agents and guests shall comply with the Rules and Regulations attached hereto and incorporated herein by reference.

J. Licensee acknowledges and agrees that this Agreement creates a license only and Licensee shall not be deemed a tenant.

K. Licensee agrees that it shall vacate and deliver the Premises to Licensor as provided herein and shall not hold over or further possess the Premises for any reason whatsoever. Should Licensee fail to vacate and Licensor has to take legal action, Licensee shall be responsible for all costs and expenses relating to same, including, but not limited to, reasonable attorneys' fees. Licensee's agreement to vacate the Premises hereunder is not in any way contingent upon any other occurrence. If Licensee does not remove any of Licensee's or Licensee's employees, invitees, agents and/or guests property from the Premises upon the termination of this Agreement, at Licensor's option, Licensee and Licensee's employees, invitees, agents and guests shall be conclusively presumed to have abandoned such property. Licensor may immediately remove and dispose of any such property, in Licensor's sole discretion, and Licensee shall promptly pay Licensor all costs of such removal, storage and/or disposal. Licensee shall further indemnify and hold Licensor harmless from any liability relating to such removal and/or disposal, including reasonable attorneys' fees. The provisions of this section shall survive the termination of this Agreement.

L. Any promotional material or advertising for the Event shall be approved by Licensor, in Licensor's sole discretion. Licensee shall not use Licensor's name or the name of the Campus or the Premises, except to denote the location and address of the event and for no other purpose. Licensee shall not state or imply that Licensor sponsors or endorses the Event. Any promotional material or advertising for the Event shall expressly provide the following disclaimer: "this is not a Transylvania University program". Any recording (filming or photography) on the Campus shall be approved by Licensor in advance.

M. Notwithstanding anything set forth herein in this Agreement, if Licensor is delayed in or prevented from observing or performing any of its obligations under this Agreement as the result of: (i) an act or omission of Licensee; or (ii) any other cause that is not within the control of Licensor (including, without limitation, inclement weather, acts of God, disease or illness, laws, rules and regulations, ordinances and/or all other governmental orders and directives, public emergency, strikes or labor disputes, casualty or condemnation, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers); then: (i) such observation or performance shall be excused for the period of the delay; or (ii) Licensor may terminate this Agreement.

N. Nothing in this Agreement shall create and this Agreement shall not be considered as creating a joint venture, partnership or other relationship whereby any party shall be held liable for the omissions or commissions of any other party.

O. Licensee assumes and agrees to pay all Federal, state and local taxes, including, but not limited to, any sales or similar taxes, and Licensee shall indemnify and hold Licensor harmless from any liability relating thereto, including reasonable attorneys' fees.

P. Licensor has no responsibility for Licensee's or Licensee's employees, invitees, agents and/or guests property brought into the licensed space. It is the responsibility of the

Licensee or Licensee's employees, invitees, agents and/or guests to maintain insurance coverage for such items.

Q. Licensee may not use Transylvania's name, logos and/or trademarks generally or on promotional merchandise without the approval of Transylvania's Vice President for Marketing and Communications.

## **SECTION 2 NOTICES**

All notices required or provided for in this Agreement shall be made in writing and delivered either (i) personally, (ii) via certified mail with return receipt requested or (iii) by Federal Express or other nationally recognized, overnight courier service. All notices given as provided for herein, other than by way of certified mail, shall be deemed effective upon personal delivery or delivery to the overnight courier service, as applicable. Notice given by way of certified mail shall be deemed effective three (3) days after the posting thereof, postage prepaid. Either party may change its address or facsimile number by providing the other of notice of such change by a method set forth above.

## **SECTION 3 DEFAULT AND REMEDIES**

Upon the occurrence of any default under this Agreement by Licensee, then and in such event, in addition to any and all rights and remedies allowed by law and/or equity, Licensor may, at its option, without further notice to Licensee, declare this Agreement terminated and immediately reenter and take possession of the Premises. In the event of any litigation between the parties hereto relating to this Agreement, Licensor shall be entitled to recover from Licensee all reasonable attorney's fees and costs expended or incurred in such litigation.

## **SECTION 4 MISCELLANEOUS**

A. This Agreement may be changed, modified or amended only in writing, which shall set forth the provisions of such change, modification or amendment and which shall be executed by all of the parties hereto.

B. This Agreement shall inure to the benefit of, and shall be valid and binding upon, each of the parties hereto, the affiliates of Licensor and their respective successors, heirs and assigns. The obligations of Licensee under this Agreement shall be joint and several.

C. This Agreement contains the entire agreement of the parties pertaining to its subject matter and supersedes all prior written and oral agreements pertaining thereto.

D. The waiver by any party hereto of a breach of any covenant, representation or warranty herein contained shall not be deemed a continuing waiver of such breach nor a waiver of any breach of any other covenant, representation or warranty herein contained; but to the contrary, demand may be made at any time for the cure of such breach.

E. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date and year first above written.

**LICENSOR:**

**TRANSYLVANIA UNIVERSITY,**  
A Kentucky non-profit, non-stock corporation

NAME: **Kevin Calhoun**

SIGNATURE:

TITLE: Associate Director of Athletics

DATE: February 3, 2026

**LICENSEE:**

**South Oldham High School Athletics**

NAME: Claudette Herald

SIGNATURE: *Claudette Z. Herald*

TITLE: Superintendent

DATE: February 3, 2026

# **EXHIBIT "A"**

## Rules and Regulations

1. Licensee and Licensee 's employees, invitees ,and guests will conduct themselves in a proper manner, the noise level will be kept to a level so as not to interfere with or annoy other Licensees of the building in which the Premises are located, and Licensee will not otherwise create a nuisance. Licensee will abide by the noise ordinance then in place of the Lexington Fayette Urban County Government (LFUCG ).
2. Licensee will abide by the directives regarding security, keys, parking and other such matters as determined by Licensor.
3. Licensee will not affix anything to the windows, walls. or any other part of the Premises, the furniture or the Campus or make alterations or additions to the Premises, the furniture or the Campus without Licensor's prior written consent, as determined in Licensor's sole discretion.
4. Licensee and Licensee's employees, invitees, and guests will not prop open any corridor doors; exit doors or doors connecting corridors.
5. No corridors, halls, elevators, sidewalks and/or stairways shall be obstructed by Licensee or Licensee's employees, invitees or guests or used for any purpose other than egress and ingress.
6. No advertisement or identifying signs, other than provided by Licensor, shall be inscribed, painted or affixed on any pan of the corridors, doors or public areas, except as expressly set forth in the Agreement.
7. Licensee shall not, without Licensor' s prior written consent, store or operate in the Premises or the Campus any computer (excepting one's personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, stereo equipment, or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment, do any cooking therein, or use or allow to be used in the Premises oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Premises. No offensive gases, odors, or liquids will be permitted. The carrying of deadly weapons is prohibited.
8. If Licensee requires any special installation or wiring for electrical use, telephone or internet equipment or otherwise, such wiring must be approved by Licensor, in Licensor's sole discretion, evidenced in writing, and, if approved, shall be done at Licensee's expense by the personnel Licensor designates.
9. Licensee will not bring or allow to be brought any animals into the Premises, except for service and/or emotional support animals.
10. Licensee and Licensee's employees, invitees, and guests shall not remove furniture, fixtures, or decorative material from the Premises or the Campus.
11. Licensee and Licensee's employees, invitees, and guests will not use the Premises for manufacturing or for storage of merchandise, except as such storage may be incidental to use permitted by the Agreement.

12. Licensee will not occupy or permit any portion of the Premises to be occupied or used for the sale, gift or use of liquor, drugs, tobacco, or firearms in any form.
13. Licensee will not use the Premises for any immoral or illegal purposes, including, but not limited to, illegal gambling.
14. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises by Licensee, nor shall any changes be made on existing locks or their mechanisms.
15. Licensee shall, before leaving the Premises unattended, close and securely lock all doors and shut off all lights and other electrical apparatus or make sure Licensor has performed these tasks. Any damage resulting from failure to do so shall be paid by licensee.
16. The Campus is a tobacco free facility and smoking or use of smokeless tobacco of any kind shall be prohibited in the Premises and all public areas. No smoking of any kind shall be permitted at any time inside any Premises or at any entrance to the Premises. Licensee and Licensee's employees, invitees, and any guests shall not throw cigar or cigarette butts or other substances of litter of any kind in or about the Campus, except in receptacles placed in it for that purpose.
17. Offensive and inappropriate behavior by Licensee or Licensee's employees, invitees and/or any guests, including, but not limited to, flagrant use of profanity, harassment or threatening others is prohibited.
18. Licensee agrees to abide by the Licensor's non-discrimination policy located at [www.transy.edu](http://www.transy.edu).
19. The toilet rooms, toilets, urinals, washbowls, showers and other apparatus available to Licensee shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind (including sanitary napkins, etc.) shall be thrown into them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by Licensee.
20. All trash, refuse, laundry and towels shall be placed in receptacles designated by Licensor.
21. Licensor reserves the right, by written notice to Licensee, to rescind, alter, or waive any rule or regulation at any time prescribed for the Premises or the Campus when, in Licensor's reasonable judgment, it is necessary, desirable or proper for the best interest of the Premises or the Campus.

## **EXHIBIT "B"**

### **Transylvania University Athletics Usage Parameters**

The following issues are considered when use of Transylvania Athletics facilities is requested by an outside organization:

- 1) Providing ample time and space for Transylvania University students, faculty, and staff, with particular attention given to student-athletes, practices, and competition.
- 2) Adhering to NCAA guidelines.
- 3) Creating positive exposure to the Transylvania University campus (i.e., recruiting opportunities).
- 4) Being a good community partner.
- 5) Being aware of wear and tear on the facility.
- 6) Attempting to generate additional revenue for the University.
- 7) Maintaining a safe environment for all constituents.

Events external to Transylvania University will be scheduled sparingly during the months of August through April due to heavy University usage. Events may be considered tentative pending finalization of athletic competition schedules.

### **Athletics Facility Rental Request Procedures**

- 1) Requests for reservations can be made by completing the Athletic Facility Usage Request Form and submitting to Kevin Calhoun (kcalhoun@transy.edu). Requests will be answered within ten business days.
- 2) If the facility space is available and the event has been approved, the lessee and Transylvania University staff representative shall meet (in person, by phone, or by email) to determine the details of the event (i.e, setup, equipment needs, staff needs, internet access, and tear-down)
  - a. Transylvania University Department of Public Safety will be consulted regarding parking and security issues prior to any activity that may cause issues. Facility use may be denied due to parking or security issues.
  - b. Transylvania University Physical Plant will be consulted regarding setup and operational needs prior to the approval of any group.
  - c. Any programming that is for fundraising purposes must conform to the University policy governing fundraising activities. It must also be approved by the Vice-President for Student Life / Dean of Students and the Associate Vice-President for Advancement.

## **Athletics Facility Rental Agreement**

1. When all details for the event have been confirmed, an Athletics Facility Rental Agreement will be sent to the lessee. If the date of the event is more than one month after the date of agreement The Athletics Facility Rental Agreement should be returned within ten business days after the date of agreement. If the date of the event is within one month of the date of agreement The Athletics Facility Rental Agreement should be returned within three business days after the date of agreement. Failure to meet this timeline could result in cancellation of the agreement.
2. The Athletics Facility Rental Agreement Form should be accompanied by a current Certificate of Insurance and required deposit. Failure to meet this timeline could result in cancellation of the agreement. If the University closes (i.e, inclement weather) and the event is cancelled, no charges will apply and the deposit will be refunded.
3. Lessee is responsible for a Certificate of Liability Insurance for a minimum of \$1,000,000 with Transylvania University listed as an additional insured.
4. The facility rental and event operations costs reflected in the Athletic Facility Rental Agreement are estimated costs. The final facility rental fees are based on the number of hours actually used in the facility. After the event the lessee will be invoiced with all final charges.
5. The Kentucky Sales Tax (6%) will be added to the final invoice. A tax exemption certificate must be provided for tax exempt organizations to avoid this tax.

## **NCAA Compliance Guidelines**

Please be advised that a request for renting Athletics facilities which involves prospect-aged individuals and/or Transylvania University coaches or staff will have to meet NCAA rules regarding contact and evaluation.

## **Terms of Use**

Certain restrictions must be imposed on users of Athletics facilities to protect the University's primary functions, public image, institutional integrity, and/or tax exempt status.

- 1) Tax Considerations: The University seeks to comply with all federal, state, and local laws and regulations.
- 2) Promotional Disclaimer: Users may not state or imply University sponsorship or endorsement of their activities without the University's consent. Promotional material and advertising for non-University sponsored activities must include the following disclaimer: "This is not a Transylvania University program."
- 3) Filming / Photography: The filming or photography of activities and facilities on campus for external use purposes requires prior approval by the Director of Marketing and Communications and the Athletics Compliance office.

- 4) General Conditions: University rules and regulations must be respected and followed by all users of University facilities. These include but are not limited to:
  - a) Users may not engage in activity that interferes with the University's programs and freedom of movement by the campus community.
  - b) Users must communicate with University representatives in an appropriate, professional manner.
- 5) Tobacco Free Campus: The use of all tobacco products, both smoking and smokeless, is prohibited on campus. This policy extends to vaping products. This includes all indoor and outdoor University owned properties including parking lots.
- 6) Alcoholic Beverages: Alcoholic beverages may not be served or consumed in University facilities unless approved in advance by the University. Approval will require proof of an appropriate state liquor permit.
- 7) Traffic and Parking: University guidelines for traffic and parking are in effect at all times.

### **Event Operation Expenses**

For events requiring additional expenses added to the rental fee, the Lessee shall be charged the facility rental fee and event operation expenses. Event operation expenses may include, but are not limited to setup, teardown, security, ushers, ticket takers, EMS, athletic trainers, traffic and parking, janitorial services, electronic services, electrical services, scoreboard services, physical plant services, sports information services, ticket office services, equipment rental, and administration fees. Event operation expenses will not be reduced or waived.

A member of Transylvania University staff must be present at all rental events. The minimum hourly fee is \$25 per hour, paid by the lessee.

Custodial: As a general rule at least one custodian is required to be on duty for all rentals. If the University determines that additional custodial or other personnel are required, the lessee will be charged accordingly.

Security: If the University determines that security is required for an activity, at least one law enforcement officer must be on duty at all times deemed necessary by the University. If additional law enforcement personnel are required, the lessee will be charged accordingly.

I have received a copy of these parameters and understand that I am responsible for abiding by these parameters and requesting clarity on any items that are unclear.

I understand that as the Lessee, I am responsible for the specific guidelines as set by the State of Kentucky Healthy at Work as it relates to guidance for the particular event in regards to this rental (i.e., Guidance for Youth Sports & Athletic Activities) and ensuring that the event meets these guidelines. If the Lessor discovers that the Lessee is not utilizing these guidelines, the event will be immediately canceled and no refund provided.

Claudette Herald

Printed name

*Claudette G. Herald*

Signature

February 3, 2026

Date

# **EXHIBIT "C"**

## University Alcohol Policy

### **I. Introduction**

This document establishes the University's policies and procedures for using, serving, and selling alcoholic beverages on property owned, leased, or controlled by the University, and at University events.

The goal of this alcohol policy is to ensure prudent and safe use of alcoholic beverages in compliance with state laws and University policy and in keeping with the University principles of respectful behavior and civility as well as the educational mission to promote responsible behavior regarding the service and consumption of alcoholic beverages.

The intent of the policy is that those who consume alcohol appreciate the potential consequences and those who serve alcoholic beverages at University functions or in University facilities understand their responsibilities and the liability issues attendant to alcohol use.

The University is committed to providing a healthy and safe workplace for all members of the University community. The possession and consumption of alcoholic beverages is controlled by Kentucky law, local ordinances, and University regulations. All members of the University community shall abide by these laws and regulations.

The oversight, implementation, and enforcement of this policy is delegated to the Vice President for Finance and Business, who in turn may delegate these responsibilities to other University offices or officials as appropriate. The Vice President for Finance and Business has delegated approval of events involving the presence of students at events involving alcohol to the Vice President for Enrollment and Student Life.

Specific alcohol related policies and procedures for issues related to employees are found in Employee Handbook. Specific alcohol related policies and procedures related to students and student organizations are found in the Student Handbook.

### **II. Entities Affected**

This policy applies to all members of the University community, including faculty, staff, students, and visitors.

### **III. Policy**

The University prohibits the use, serving, or sales/selling of alcoholic beverages on University property and at University events and activities, except with specific pre-approval as authorized by this policy.

#### **IV. General Rules and Prohibited Uses of Alcohol**

- A. Serving, selling, or using alcoholic beverages on University property and at University events shall be in compliance with all applicable Kentucky laws, local ordinances, and or any University regulations.
- B. All University events where alcoholic beverages are served, sold, or used shall be approved in accordance with this regulation.
- C. In general, alcoholic beverages are not permitted in classrooms, laboratories, and/or offices at any time, unless permission is obtained from the responsible cabinet member.
- D. Use of alcoholic beverages in residential facilities. The University's alcohol policy is consistent with Kentucky State Law prohibiting the consumption and serving of alcoholic beverages by and to individuals who are under 21 years old. Individuals who are of legal drinking age and choose to consume alcohol must do so in a responsible manner. Additionally, members of the university community are responsible for behaving in a manner that is not disruptive or endangering to the university community. Being under the influence of alcohol shall not be considered a mitigating factor for an individual's behavior.
- E. Registered student organizations shall comply with University regulations and with state and local laws regarding the conduct of members and guests at all times. For social occasions, student organizations shall abide by all guidelines published by the Dean of Students. During social events, student officers shall be accountable for compliance by members and guests. Violation of this regulation may result in discipline of the organization.
- F. Alcoholic beverages are prohibited at University athletic events unless otherwise approved.

#### **V. Serving and Sales of Alcoholic Beverages**

- A. The Vice President for Finance and Business or appropriate member of the President's cabinet may authorize the serving or sale of alcoholic beverages on University property or at University events, provided that such use does not violate any law or University regulation and meets all of the requirements of this policy. Written requests shall be directed to the Vice President for Finance and Business or appropriate member of the President's cabinet with oversight of the event. Any desired exception to the University alcohol policy should be directed to the respective cabinet member and then forwarded to the Vice President for Finance and Business for final review. The Vice President for Finance and Business may consult with the Risk Management Advisory Committee or the President in making the determination whether to approve or deny the exception request.

- B. In addition, reservation of any facility is subject to approval of the University official responsible for the facility, and reservations are subject to University regulations on facilities.
- C. Approved events at which alcohol beverages are served or sold shall meet the following requirements:
1. Private events that are not open to the public;
  2. Events for which tickets have been sold or invitation or membership is required;
  3. Events held in one of the facilities or areas listed in Section VI below or inside another specifically designated and approved space; and
  4. Events where the majority of the attendees are age twenty-one (21) and above.
- D. A third party caterer officially licensed and in good standing with the Kentucky Alcohol Beverage Control Board must be responsible for the serving and sale of the alcoholic beverages on University property or at University events. The caterer shall be insured for the event either through a rider to an existing policy or through the purchase of event insurance coverage. Such coverage shall include naming of the University as an additional insured party and shall be in an amount determined by the Vice President for Finance and Business.
- E. The sponsor of the event and the licensed, insured caterer shall take affirmative and appropriate steps to ensure that persons under the age of twenty-one (21) are not served alcohol.
- F. Serving, selling, or using alcoholic beverages at any official University event that is held at a personal residence or other off-campus private facility, shall comply with all aspects of this regulation. This includes using a third party caterer officially approved to serve or sell the alcohol.
- G. At any University sponsored event at which alcohol is served or sold:
- a. Non-alcoholic beverages must also be provided
  - b. Food must be provided
  - c. Signage should be posted warning guests not to drink and drive
  - d. Signage should be posted about available transportation options, such as taxi, Uber and Lyft.

## **VI. University Facilities and Events where Alcoholic Beverages Are Permitted**

Alcoholic beverages may be served or sold in the following University facilities:

1. Graham Cottage
2. Old Morrison Board Room
3. Alumni Plaza
4. Fourth Street Athletics Complex Community Room

5. Beck Center Hall of Fame Room
6. Beck Center Performance Gym (when converted to banquet space)
7. Morlan Gallery
8. Gay Library
9. Lobby areas of the Haggin, Carrick and Little Theaters
10. Facilities leased by the University from a corporation holding a valid alcohol license.
11. Other campus facilities with advanced written approval of the responsible cabinet member.

**EXHIBIT "D"**

Transylvania University - Athletic Facility Rental Agreement

**Transylvania University**  
**Athletic Department**  
**300 North Broadway**  
**Lexington, KY 40508**  
**(859) 223-8772**

**Name:**  
**Organization: South Oldham High School Athletics**  
  
**Signature:**  
**Phone:**

**Facility Requested:** Pat Deacon Stadium turf field  
**Date(s) of Event:** March 30, 2026  
**Time of Rental:** 5:30 PM - 9:00 PM Eastern time

**Admission Charge:** N/A

**Special Arrangements:** Yes --- (If "yes" see attached letter)  
No   X  

**Admission/Gate Receipt Revenue Sharing with Transylvania** Yes   (  % No   X  

**Fees**

Final invoice with field rental, staff supervision fees, and sales tax will be provided following the use of the facility.

Facility Fee: \$0.00  
Kentucky Sales Tax (6%): \$NA

Total Price: \$0.00  
Less Deposit: \$0.00  
Balance Due: \$0.00

\* proof of insurance, as outlined on the Transylvania University Athletics Usage Parameters and Facility Rental Rates. Deadlines and penalties are described on page 2 of this agreement.

\*\* Make checks payable to Transylvania University

**Deadlines:**

A signed agreement, certificate of insurance (listing Transylvania University as certificate holder) is due by 3/1/2026 at noon Eastern time. If one or more items are not included by that date, this agreement is null and void thus cancelling the event.

Claudette Herald

Printed Name

*Claudette G. Herald*

Signature

February 3, 2026

Date