

THE LOFT

OVER THE 9

RENTAL GUIDELINES

1. EVENT PRICING/TIMING

Friday or Saturday after 5pm: \$2000

The standard rental period for the event space occurring Friday or Saturday after 5pm is five (5) hours of event time, with a guarantee three (3) hour set up time and one (1) hour break down time, for a total of nine (9) hours of event rental time, unless noted above.

Monday through Thursday after 5pm: \$900

The standard rental period for the event space occurring Friday or Saturday after 5pm is five (5) hours of event time, with a guarantee three (3) hour set up time and one (1) hour break down time, for a total of nine (9) hours of event rental time, unless noted above.

Monday through Saturday, 7am - 5pm: \$500

The standard rental period for the event space occurring Monday through Thursday before 5pm is ten (10) hours, which includes set up and break down. Extended time pass 5pm will incur a charge of \$50 per hour, unless noted above.

Sunday: \$1000

The standard rental period for the event space occurring is five (5) hours of event time, with a guarantee three (3) hour set up time and one (1) hour break down time, for a total of nine (9) hours of event rental time, unless noted above.

Additional hours may be added at any time before or during the event at a rate of \$100 per hour. Additional hours added during the event are subject to approval by the Event Manager on Duty as well as the caterer and any other vendor affected. All events must end by 2am the morning following the start of the event.

Additional hours for set up may be pre-purchased at a rate of \$50 per hour or \$300 per day. Additional set up hours are based on availability and is subject to approval by the Event Manager and the Facility Manager. Additional set up time may be pre-purchased between the hours of 11am and 5pm consecutive to the event date.

Over the 9 reserves the right to raise or lower rental fees on holidays, days adjacent to holidays, and days of our discretion. Please contact an Event Specialist to obtain pricing. Rental fees will not increase after the execution of a rental agreement.

Non-profit pricing is available anytime with proof of 501(c)(3) status or a federal tax exemption certificate and at the discretion of Over the 9. Please contact an Event Specialist to obtain pricing and availability.

Prices are subject to change without notice prior to the execution of a rental agreement.

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2. PAYMENT PROCEDURES

Over the 9 requires prepayment of event space costs before any event occurs. A fifty percent (50%) non-refundable deposit of the room rental fee is required at the time of contract signing to reserve the space on a specific date. The non-refundable first payment will be applied towards the total balance due. The remaining balance of room fee is due thirty (30) calendar days prior to the event. An invoice will be sent for any costs incurred after the final balance of the room rental fee has been paid. Additional charges may be incurred for reasons such as: food and/or beverage costs, sales tax, service charges, additional hours added to the event, last-minute changes affecting personnel, revisions, and damage to the facilities, among others. The invoiced amount will be charged to the credit card on file the following day after the invoice has been sent.

Visa, MasterCard, American Express, and Discover are the only credit cards accepted. Charges may appear as "Over the 9." Other forms of payment include cash, check, money order, or certified check. All checks should be made out to "Over the 9."

All room rental fee payments made are non-refundable.

All payments made within three (3) business days of the event must be paid with certified check or credit card. In the event full payment of the room fee is not paid by the last business day prior to the event date, the Client acknowledges and agrees that Over the 9 shall have no further obligation to the Client; therefore, canceling the event without the return of any payments.

Over the 9 reserves the right to assess finance charges on any amount unpaid, including damages, additional hours, etc, when due at an interest rate of three percent (3%) per month (36% per annum) until paid in full. In the event any check is returned for insufficient funds, a returned check fee of \$100 will be imposed. The Client will be responsible for all costs incurred in the collection of delinquent accounts, including reasonable attorney fees.

Events booked within thirty (30) calendar days of the event date must be paid in full at the contract signing. The amount paid is non-refundable and additional payments are subject to the guidelines contained herein.

3. HOLDS

The rental space may be put on a five (5) calendar day hold without first payment. If signed contract and first payment are not received within five (5) business days, the hold will be released.

Note: Over the 9 reserves the right to release the hold after five (5) business days with or without notice.

4. CANCELLATIONS/FORCE MAJEURE

Room rental fee payments are non-refundable. Should the event be canceled by the Client at least thirty (30) calendar days prior to the event date, any payments made will be applied for up to one year from the date of cancellation (not the event date), to another date, based on availability. If the event is

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cancelled by the Client twenty-nine (29) calendar days or less before the event date, the Client is responsible any remaining balance of the room rental fee.

If any event is to be canceled or postponed due to extreme weather conditions, government authorities, or other emergencies beyond reasonable control make it illegal or impossible for the event to take place, Over the 9 must be notified at least twenty-four (24) hours in advance, if at all possible. The Client will then be able to reschedule, without penalty, for another available date within six months of the original event date.

5. GENERAL GUIDELINES

The Client is responsible for all arrangements of decorations, entertainment, equipment needs, event coordination services, and other event related services, unless noted above. All vendors and contact information must be provided to Over the 9 at least thirty (30) days prior to the event.

Any requests for technological, audio, or visual services must be made at least thirty (30) days in advance and may be provided for a charge, unless noted above.

If the Client's event requires a permit or license from any local or state government entity, the Client agrees that it will secure all necessary permits/licenses at the Client's expense. Furthermore, it is the responsibility of the Client to know if a permit is needed for the hosted event. All special event permits and licenses need to be provided to the venue at least twenty-four (24) hours before the event start time.

All other guidelines listed herein are the responsibility of the client.

6. SHIPPING AND STORAGE

Any materials to be sent to Over the 9 may arrive no earlier than three (3) days prior to event date. Over the 9 is not responsible for any loss or damage to materials sent to Over the 9 prior to event date.

7. SET UP AND CLEAN UP

All standard space set-up and clean-up will be provided. A floor plan must be completed at least thirty (30) days prior to the event. All décor, rentals, equipment, and event related items are to leave the premises immediately following the event; Over the 9 is not responsible for items left after the event. A \$100 fee will be applied if the space has not been properly cleared post-event which includes, but not limited to, boxes, décor, rentals, and other items without prior approval.

8. VENUE MANAGERS

An Event Specialist will be available throughout the length of your event.

The venue General Manager will have final say on all matters dealing with or concerning the venue and its property.

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9. NOISE AND SOUND CONTROL

Over the 9 is located in a mixed-use building and may be host to multiple events at the same time. Due to the nature of the building and spaces, the Client agrees to let the Event Specialist monitor and control all sound levels, especially if they disturb other building occupants or concurrent events.

10. REHEARSALS

Rehearsals for ceremonies may be scheduled based on the availability of the venue. There is a \$100 rehearsal fee and the Client will be guaranteed at least one (1) hour of rehearsal time. A rehearsal request may be placed at any time after the execution of this agreement, but will be subject to availability until (30) days prior to the event date.

11. PARKING

Over the 9 has limited designated parking for Clients or Client's guests surrounding the property. Parking can be found in the surface lot across the street from the Over the 9 main entrance, south of Over the 9 in the Healing Place surface lot (available after 5pm Monday through Friday and weekends all day), Falls City & Old 502's surface lot (available after 5pm Monday through Friday and weekends all day), and street parking in front and behind our 10th street facility. Any parking fees incurred are the responsibility of the Client or the Client's guests. A limited number of handicap parking spaces are available in the Falls City & Old 502 surface lot. These spaces are not able to be reserved and are available at a first-come, first-serve basis.

12. INSURANCE

All renters of the venue are strongly encouraged to have event insurance, but not required. Please know the Client is responsible for all actions of their guests and vendors. Any damages caused by guests or vendors will be the responsibility of the Client.

All caterers and asked vendors are required to furnish a Certificate of Liability Insurance naming "Over the 9, and all its members, agents, servants, and employees as additional insured on a primary and noncontributory basis" as additional insured. The certificate of liability should be in the amount of at least \$1,000,000. Please use the following address and send all certificates to:

Over the 9
120 S. 10th Street
Louisville, KY 40202

Copies of insurance documentation must be on file at least fourteen (14) calendar days prior to the event date. Failure to provide necessary documentation will result in the vendor operating at the risk of the Client: therefore, all damages and incidents will be placed on the Client. Over the 9 may not be held liable for damages or incidents caused by the Client, guests of the Client, or the Client's contracted/non-contracted vendors before, during, or after event.

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Over the 9 is its own approved, licensed, and insured caterer, and maintains all current and necessary documentation and liability when providing catering services for events.

13. SECURITY

Security is the responsibility of the Client, unless noted above. Confirmation of security must be provided at least thirty (30) days prior to the event.

14. DAMAGE

Any damage to Over the 9, or the property located at 116, 118, and 120 S. 10th St. beyond normal wear and tear will be billed to the Client. The Client is responsible for the repair and/or replacement cost associated with such damage.

15. COPYRIGHT

Over the 9 reserves the right to use images of your event and/or guests for marketing purposes only.

16. UTILITIES/HVAC

Over the 9 makes no warranty or representation that the Client or Client's guests will experience uninterrupted electrical, water, gas, or telecommunications utility service or HVAC service during the event. If such service is interrupted during the event, then Over the 9 shall use all reasonable efforts to restore such service as soon as possible. Over the 9's HVAC equipment is set to maintain a standard temperature inside the facility. The Client should check with the Event Specialist if adjustments are required.

17. VENUE EQUIPMENT

Over the 9 will provide the following items for room rental unless otherwise specified:

60" Round Tables with 85"x85" Linens in Black or White (upcharge may be applied)
72"x30" Rectangular Tables with 85"x85" Linens in Black or White (upcharge may be applied)
30" High Top Tables
Folding Chairs
Ambient Music (streaming audio)
Digital TV Display (preferred images must be submitted seven (7) days prior to the event)
Audio/Visual Equipment (Projector, Projector Screen, Portable Speaker with wired microphone)

Declining to use items included in the rental of the space will not result in a credit or discounted rate or deduction in balance due.

In the event of in house catering, Over the 9 will provide the following items unless otherwise specified:

Beverage Drinkware
Tables with Linens in Black or White (upcharge may be applied)
Smallwares (Chafers, Serving Utensils, Dinnerware, Dining Utensils)

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Over the 9 will not provide décor.

18. FOOD, BEVERAGE, SMOKING, AND PROHIBITED ACTIVITIES

Outside alcohol is not permitted. Alcoholic beverages are not to be taken away from the rental space. Food and beverages must be served by a licensed and insured caterer. Smoking is not permitted anywhere in the building or within ten (10) feet of entry doors.

19. APPROVED CATERERS

All approved caterers accepted into Over the 9 must have general liability insurance coverage up to \$1,000,000 and must have the appropriate health/business licenses. Copies of this documentation must be on file with the venue management at least fourteen (14) calendar days prior to the event. No personal catering by event participants will be allowed.

For the rights and privileges granted as an approved caterer for Over the 9, approved caterers shall pay Over the 9 a fifteen (15) percent service charge on all food revenue received by approved caterer for event held at the venue. Payment is due within the first 5 days of the month following the event with a copy of the invoice submitted to the Client. Caterers failing to pay will not be allowed back in the facility until payments are complete.

All arrangements with caterers are the responsibility of the Client who will need to keep venue management informed of the caterer's arrival time and set up needs.

Please note that the rental times stated above include both caterer preparation and clean up. The caterer will have access to a preparation area for food staging. This area will include running water, electricity, work tables and trash cans. All other equipment, including black trash bags and carts, needed by the caterer will be the responsibility of either the caterer or Client. The caterer (and Client) are responsible for returning the preparation area back to its original condition following the event and placing all trash in the designated receptacles.

20. OVER THE 9 CATERING

Over the 9 is its own approved, licensed, and insured food and beverage caterer, and maintains all current and necessary documentation and liability when providing food and beverage catering services for events.

According to Kentucky State's Alcohol Beverage Law, it is illegal to serve alcoholic beverages to anyone under the age of 21. The client renting Over the 9 and the Over the 9 bartenders are responsible for observing and enforcing this law. Bartenders will follow all laws and regulations governing the sale and/or distribution of alcohol. The bartender reserves the right to refuse service to individuals appearing to be intoxicated. All bar service of beer, wine, and liquor must end at least thirty (30) minutes prior to the end of the event; the bar will remain open to serve non-alcoholic beverages until the end of the event. Private bartending services are not permitted, and self-service of alcoholic beverages is strictly prohibited.

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The Client is responsible for providing Over the 9 with Banquet Event Orders ("BEOs") that specify and confirm the specific details, terms, and conditions for the event, including food and beverage selections pricing, and room set up. Menu prices will be confirmed on BEOs. A service charge, currently twenty-one (21) percent of the total food and beverage (plus all applicable sales tax), will be added to all food and beverage charges. The service charge is retained in its entirety by Over the 9 to cover non-itemized costs of the event. No fee or charge, including service charges, administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

"BEOs" are due thirty (30) calendar days prior to the event, and a final guest count is due seven (7) calendar days prior to the event.

The Client may make a "BEO" cancellation seven (7) calendar days prior to the event at no charge. Cancellations six (6) calendar days or less before the event will result in a charge of 50% of the total BEO invoice to cover labor and food waste.

21. EVENT VENDORS

Over the 9 has final approval of all vendors contracted by the client. A list of all event vendors including primary contact and contact information will be required at least thirty (30) days prior to the event. All event vendors are responsible for operating under the following vendor guidelines:

Vendors are responsible for providing all equipment needed to load-in and load-out of the building including, but not limited to, carts, dollies, ramps, etc.

Vendors are responsible for the set-up of all event-related equipment, unless provided by Over the 9. All equipment and decorations must be removed immediately following the event. Over the 9 is not responsible for the loss or damage to any equipment left overnight in the building.

All vendors must abide by all fire codes and regulations. The blocking of exit doors, fire extinguishers, fire alarms, egress routes, or emergency exits is strictly prohibited. Over the 9 has the final word on such matters.

Nothing may be permanently adhered to any wall, ceiling, floor, door, window, table, or chair. All adhesives and tapes must be approved by the venue General Manager.

The use of sparklers, confetti, glitter, birdseed, rice, and/or anything of the sort are not allowed inside the premise. The use of any of the prohibited items previously listed will result in an automatic \$100 excessive cleaning fee.

Nothing can be hung from the fire suppression system, lighting system, or HVAC ductwork in the event space. Items may only be hung from the ceiling by Over the 9.

All electrical and data cords must be properly secured, preferably with gaffer's tape.

All flames must be enclosed and clean-burning.

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The Client is responsible for the actions of any vendors or other agents, including but not limited to caterers, photographers, entertainers, décor, and audio-visual companies contracted for the event. Any damages beyond normal wear and tear will be billed to the Client, even if caused by an event vendor. Event vendor causing the said damage will not be allowed back in the facility until damage, repairs, and payments are complete.

Each party shall indemnify and hold harmless, their agents and employees, against any and all damages, claims, or other liability due to personal injury or death, or damage to, or loss of, the property of others, arising out of its use of Over the 9.

ACCEPTANCE

I, the Client, have read the entire contents of these guidelines, and not relying on verbal statements not contained herein, understand and accept this agreement.

Primary Contact (Please Print Name)

Date

Primary Contact (Please Sign)

Event Specialist/Witness (Please Print Name)

Date

Event Specialist/Witness (Please Sign)