
RENTAL AGREEMENT

The Devou Golf and Event Center

This Rental Agreement made and entered into the date set forth below, by and between Devou Properties Management Company, LLC, for the use of *The Devou Golf and Event Center* and the undersigned. (hereinafter referred to as "Renter"). This Agreement includes the Rental Application as attached, which is incorporated herein.

1.0 Deposit:

A non-refundable confirmation deposit and a refundable security deposit is required to reserve the Devou Golf and Event Center facilities on a particular date. The initial deposit must be in the form of a check. The confirmation deposit will be applied to the total price of the event. The security deposit will be refunded two weeks following the event less any charges for additional services, damage, or extra time charges not arranged in advance, or other costs incurred by Devou Properties Management Company, LLC, due to failure on renter's part to abide by the policies stated herein. If any damage or theft occurs, the renter will be responsible for the entire amount even if it exceeds the deposit. The amounts of the Deposits are as set forth in the attached "Schedule 1.0 – Required Deposits."

2.0 Price and Payment

Six months prior to the event, an additional payment is to be made. This payment must be by check. Payment total, at six months prior to the event, should equal no less than fifty percent (50%) of event minimum plus six percent (6%) state sales tax. If the Renter, within eighty-nine (89) or fewer days prior to the event cancels the event, Renter is responsible for the entire agreed-to Minimum plus six percent (6%) state sales tax. Prior to the date of the scheduled event, a representative of Devou Properties Management Company, LLC, will meet with Renter to confirm the menu and room set-up details. Payment total ninety (90) days prior to the event should equal one hundred percent (100%) of event minimum plus six percent (6%) state sales tax. Final payment and any additional charges must be made by check. One week prior to the date of the scheduled event, the representative will confirm the attendance count, and the balance of the total price of the event, minus deposits shall be due and payable at this meeting. The confirmed number of guests cannot decrease after this meeting, however, should the guest count increase after this time, Renter should advise Devou Properties Management Company, LLC,. Renter will be held responsible and billed for any additional charges incurred after this time, will be charged six percent (6%) state sales tax. A \$35.00 fee will be charged for any stopped or returned check.

3.0 Guest Count & Timing

The Devou Golf and Event Center seating capacity is 200 for a sit down or buffet reception and for a theater style meeting or conference. For your comfort and safety, these limits must be observed. Over-limit events will incur additional fees and will require tenting of outdoor space. Devou Properties Management Company, LLC, will set room and schedule personnel based on the final count that you give us. This count is not subject to reduction after the final count is given to your Sales Representative. This policy is detailed in paragraph 2.0. Refunds will not be given for "no-shows" as we have already incurred the expense of purchasing and preparing food and drink items and scheduling personnel based on your final guest count.

The facility will be open two (2) hours prior to the scheduled event start time for any pre-event need (i.e. photos, decorations, dressing, etc.). Any additional time needed is subject to availability and will incur an additional cost. In

the event your guests should arrive before the scheduled start time, we will allow them to enter, if the room is ready, and the ending time will be adjusted accordingly. This happens most often when guests are coming directly from another event/location and the timing has been miss-judged. It is of extreme importance that the timing has been given thorough consideration. The scheduled start time for any wedding ceremony will be at least thirty (30) minutes prior to the start of the event. All events must conclude no later than midnight (except New Year's Eve events).

PHOTOGRAPHERS, VIDEOGRAPHERS, SPEAKERS, SEMINAR LEADERS, ETC ARE TO BE INFORMED OF THE EATING SCHEDULE. Food is prepared and served according to the times we have been given and any "holding time" of food due to late arrival or inaccurate timing may compromise the food quality. We cannot be held responsible for inferior food quality due to inaccurate timing. Please finalize all timing issues BEFORE your invitations or event announcements are sent out. Any adjustments in the schedule should be made with us by Renter as far in advance as possible.

4.0 Services Provided

The rental pricing includes use of the specified room for a four-hour period (longer if an extension is pre-purchased), banquet tables and chairs, table linens, eating utensils, glassware and china for the guaranteed number of guests as well as centerpieces. The above-mentioned items as well as personnel are included in the pricing. A request for additional tables and chairs to be set up over and above the guaranteed number of guests will be subject to an additional charge. If the Renter furnishes candle centerpieces, they must have dripless candles with hurricane covers. For the safety of your guests and our personnel, please do not ask us to stray from this policy. Valet parking and coat check personnel will be provided by Devou Properties Management Company, LLC, for an additional cost, upon request of the Renter. Please be advised that Devou Properties Management Company, LLC,'s office hours are Monday-Friday 9:00 a.m. to 5:00 p.m. As a general rule, the phones are not answered during off-hours. Guests should not expect to receive phone messages after office hours.

5.0 Price Escalation

An event scheduled more than twelve (12) months but less than Eighteen (18) months from the date of this Rental Agreement is subject to a price increase not to exceed Eight percent (8%). Events scheduled Eighteen (18) or more months in advance are subject to a price increase to equal the then customary rate being charged by Devou Properties Management Company, LLC,.

6.0 Decorations

All set-up and decorating of the Devou Golf and Event Center facility by the Renter (including but not limited to florists, event coordinators, musicians or any other hired personnel) requiring affixing or attaching to anything, must have the prior approval of Devou Properties Management Company, LLC,. Above-mentioned personnel who are not employees of Devou Properties Management Company, LLC, are required to provide their own equipment for moving supplies, musical instruments, speakers and other necessary items to perform their function at the event. As stated in paragraph 12.0 of our Rental Agreement, Devou Properties Management Company, LLC, is not responsible for any merchandise brought into Devou Golf and Event Center before or left after an event. No rice, confetti, artificial flower petals or other items or materials will be thrown anywhere within the Devou Golf and Event Center rooms or grounds without the prior approval of the Executive Director of facility. All specialty lighting must be purchased from and provided by Devou Golf and Event Center's exclusive lighting service. Fog machines are not permitted. No fireworks or pyrotechnics of any type are permitted inside. Any variation from these policies will subject Renter to additional charges.

7.0 Deliveries

The Facility will be open two (2) hours prior to the scheduled start time of an Event to receive deliveries. ALL DELIVERIES SHOULD BE BROUGHT IN THROUGH THE SIDE DOOR. Any exceptions are to be made with consent of Devou Properties Management Company, LLC,. Propping open doors while delivering is not permitted as it interferes with our heating and air conditioning and encourages pest problems. As stated in paragraph 12.0 of our Rental Agreement, Devou Properties Management Company, LLC, is not responsible for any merchandise brought into Devou Golf and Event Center before or left after an event. If pick-up is to be made by an outside company, Devou Properties Management Company, LLC, should be contacted to schedule a time.

8.0 Entertainment

Devou Properties Management Company, LLC, reserves the right to ask a D.J. or Band to adjust the volume level if it interferes with another simultaneous event.

9.0 Smoking Policy

Devou Golf and Event Center is a non-smoking facility. Covered porches and outdoor patios provide areas for smoking guests.

10.0 Food and Liquor

All food and beverage must be purchased and provided by one of Devou Golf and Event Center's exclusive catering services. Food and liquor may not be brought in by Renter unless specifically authorized by Devou Properties Management Company, LLC. This includes food and drink requirements for Wedding Parties before, during and after the ceremony and/or reception. Wedding desserts may be provided by Renter through retail bakeries. Any deviation from this policy will result in an additional service charge. Due to health concerns, no food or beverage may be supplied by the Renter. In the best interest of Renter, it is Devou Properties Management Company, LLC's policy not to serve alcoholic beverages to support personnel including but not limited to d.j./band, photographer/videographer, event coordinator, audio/visual operators, etc. Any deviations from this policy must be agreed to by Renter and Devou Properties Management Company, LLC, and put in writing. Any extra meals or beverages for support personnel will be included in the guest count and paid for by Renter. As required by the Commonwealth of Kentucky, it is the Devou Golf and Event Center's policy to check identification for guests requesting alcoholic beverages. All guests, including Wedding Parties, should be prepared to show identification. Devou Properties Management Company, LLC, reserves the right to refuse serving alcohol to anyone they feel is intoxicated.

11.0 Damage/Loss of property/Clean-up

Devou Properties Management Company, LLC, expects to do a normal amount of clean up after each event. If an excessive amount of clean up is required due to inappropriate activity or items brought in, an additional clean-up charge will be assessed and paid by check or forfeiture of security deposit. Renter agrees to accept responsibility for any and all damages to the Devou Golf and Event Center facilities, guest property, or surrounding property caused by Renter or Renter's guests during the course of the event. Devou Properties Management Company, LLC, does not accept responsibility for the damage due to loss of any merchandise or articles brought to the Devou Golf and Event Center prior to, during or following an event. Children are to be supervised at all times while at the Devou Golf and Event Center. Renter assumes a shared interest in their safety and in preserving the property at the Devou Golf and Event Center. As a last resort, a general announcement will be made regarding the need for supervision of children.

12.0 Limitation of Liability

The total liability of Devou Properties Management Company, LLC, whether in contract or tort (including negligence of any degree) arising out of, connected with, or resulting from the event shall not, under any circumstances, exceed the total price of the event.

13.0 Additional Security Personnel

Some events, particularly those with a high ratio of children or teenagers to adults (such as but not limited to bar and bat mitzvahs, high school dances, etc.) may be required by Devou Properties Management Company, LLC, to have a hired security service. This will be arranged by Devou Properties Management Company, LLC, at Renter's expense.

14.0 Cancellation Fees

In the event Renter shall cancel the event, without timely notice, Renter shall pay to Devou Properties Management Company, LLC, in addition to all other charges due a cancellation fee as set forth in the attached "Schedule 14.0 - Cancellation Fees."

15.0 Damages for Breach and Attorney Fees

In the event Renter shall breach this Agreement, Renter agrees to pay all costs and damages incurred by Devou Properties Management Company, LLC, including its reasonable attorney fees. Nonpayment of any required payment is a breach of this Agreement. Failure to make payments as required is a breach of contract, which may result in cancellation of event and late fees at discretion of Devou Properties Management Company, LLC.

16.0 Force Majeure

Devou Properties Management Company, LLC, shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond its reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and caterers to substantially meet their performance obligations.

17.0 Indemnification.

Renter agrees to indemnify, hold harmless, save, and defend Devou Properties Management Company, LLC, its agents or employees, from any and all actions or claims for any loss, injury, damage and expense (including attorney fees and costs), sustained or claimed to have been sustained by reason of the use or occupation of the Devou Golf and Event Center facilities, parking area, or premises by the Renter in connection with Renter's event, or arising out of, in whole or in part, from any use of the Authorized Area, or from any act, omission, negligence, fault, or violation of any law or ordinance, by Renter, its officers, agents, employees guests, patrons, invitees, or any other person, other than Devou Properties Management Company, LLC, or an employee of Devou Properties Management Company, LLC, who is responsible for setting up or dismantling decoration or entering the facility with the implied or express permission or consent of Renter.

18.0 Waiver of Subrogation.

Renter hereby waives any and every claim which arises or may arise in its favor and against Devou Properties Management Company, LLC, during the term of this Agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage of Renter is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of Renter.

19. Fireworks.

No fireworks, Sky lanterns or pyrotechnics or sparklers are permitted inside or outside the the Devou Golf and Event Center. Firework shows may be permitted, but Renter must execute separate Firework Addendum.

20. Payment of Vendors. Devou Properties Management Company, LLC, contracts with various vendors, from time to time for services, including caterers, audio visual equipment services, lighting, linen services, chair rental, valet, florist and others to meet the requests of the Renter for their Event. Devou Properties Management Company, LLC, agrees that it shall pay any vendors contracted through Devou Properties Management Company, LLC, from the funds it receives from the Renter for payment of any vendor and to save and hold the Renter harmless there from.

In witness whereof, the undersigned have set their name the date and year next below noted.

For Individuals:
Dated: _____
_____ Signature
_____ Print Name
Dated: _____
_____ Signature
_____ Print Name

For Companies/Organizations:
Dated: _____
_____ PRINT NAME OF COMPANY/ORG
_____ TYPE OF ENTITY (Inc., LLC, etc)
By: _____ Signature
_____ PRINT NAME
Title: _____

Devou Properties Management Company, LLC,
By: _____



THE DEVOU GOLF AND EVENT CENTER RENTAL APPLICATION

Event Date _____ E-Mail Address _____

Event Start Time _____ Event End Time _____

Description of Event _____

Bride _____ Groom _____

Renter's Name _____

Renter's Address _____

Renter's Telephone (H) _____ (W) _____

(C) _____ (Fax) _____

Number of Estimated Guests _____ Room(s) Being Rented _____

Caterer _____ Room(s) Rental Rate \$ _____ /4 hour event
 Room(s) Rental Rate \$ _____ /per add'l hour

Event Estimate (room, food, beverage) _____

Initial Deposit Amount Due _____ Initial Deposit Due Date _____

Once signed and returned with required deposit amount, your scheduled event will be confirmed.

Second Payment Amount Due _____

Second Payment Due Date _____ (6 months prior to the event)

Third Payment Amount Due _____

Third Payment Due Date _____ (90 days prior to the event)

Final Attendance Count & Final Payment Due _____
 (seven days prior to event)

I have read and understand the above information.

Renter _____ Devou Golf and Event Center _____
 Date _____ Date _____

"Schedule 1.0 – Required Deposits."

<u>Date Reserved</u>	<u>Event Description</u>	<u>Non- Refundable Confirmation Deposit</u>	<u>Refundable Security Deposit</u>

"Schedule 14.0 - Cancellation Fees."

If cancelled within	Cancellation Fee
- 30 days of Event	
- 45 days of Event	

Guarantor Addendum

The undersigned hereby personally guarantees payment of the foregoing Rental Contract entered into by and between the Devou Golf and Event Center and the above mention entity. The maximum aggregate liability of Guarantor under this Payment Guaranty is the amount incurred under the foregoing Rental Agreement. This Guaranty shall terminate upon the scheduled date for the event, but such termination shall not relieve Guarantor from liability with respect to the obligation created or incurred prior to the date of termination.

Signature

Print Name

Address