



LUTHER F. CARSON FOUR RIVERS CENTER

USE AGREEMENT

100 Kentucky Avenue
Paducah, KY 42003
(270) 443-9932

This Agreement ("Agreement") executed as of September 23, 2011 by and between the **Luther F. Carson Four Rivers Center, Inc. ("LFCFRC")**, and **McCracken Co. Public Schools, Neil Archer here and after referred to as ("User")**, whose address is **435 Berger Road , Paducah, KY 42003**, and whose business telephone number is **270-559-2007**. **NOW, THEREFORE**, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises:** The User shall have the use of the following areas located in the **LFCFRC**, Paducah, Kentucky as listed below ("Premises"):

Paxton Family Lobby

Rental Term: For a period commencing at 11:00 AM on Saturday, May 05, 2012, and ending at 1:00 AM on Saturday, May 05, 2012, with the event time of 8:00 PM-12:00 AM on Saturday, May 05, 2012.

Said premises are to be used by User for **Lone Oak Prom** and for no other purposes whatsoever.

2. **Use Fee Terms:** User will pay the rental fee(s) of **\$960.00** and comply with LFCFRC's payment requirements as follows:
 - (a) The signed "Agreement" is due no later than **10/ 7/2011**, along with a non-refundable down payment, of **\$480.00**. The remainder of rent (**\$480.00**) is due **4/21/2012**. Any additional expenses including but not limited to labor and equipment will be due at settlement the day of the event.
 - (b) In no case shall any refunds be made except when the **LFCFRC** is unable to deliver possession of the **Main Lobby** in accordance with this Use Agreement.
 - (c) The above user Fee shall include the following basic items to be furnished by "LFCFRC": general lighting from the permanent fixtures, outlets, heat or air conditioning, water for normal usage as now installed in the building; however, failure to furnish any of the foregoing resulting from circumstances beyond the control of LFCFRC shall not be considered a breach of this Agreement. Parking is available to those attending functions covered under this Use Agreement. If additional occupancy is required for clean-up purposes, charges will be made accordingly. Air conditioning and/or heat for set up must be arranged for in advance.
 - (d) It is LFCFRC's policy to assign trained staff to handle attendees and equipment at **LFCFRC** events, at the

prevailing rates.

3. **Assignment of Rights:** The User shall not assign this Agreement or any rights hereunder nor sublet said premises without the written consent of LFCFRC.
4. **Removal of Property:** At or prior to the end of the Term, the User shall promptly vacate the Premises so as to have completely removed all goods, wares, merchandise and property of any and all kinds and description, whether owned, leased, rented or borrowed, placed in the Premises by or on behalf of the User ("User's Property"). If the User's Property is not removed as required herein, the LFCFRC is hereby authorized to remove any such User's Property remaining in the Premises, at the User's expense. The LFCFRC shall not be liable for any damages to, or loss of, the User's Property sustained either by reason of such removal or storage and the LFCFRC is expressly released from any and all claims for damages of whatsoever kind or nature to the User's Property. The LFCFRC may require, as a condition precedent to turning over any User's Property to the User, a payment to cover the LFCFRC's expenses in dealing with the User's Property. Any User's Property that is unclaimed by the User 30 days after the end of the Term shall be deemed to have been abandoned by the User and such User's Property may, at the LFCFRC's sole option, become the property of the LFCFRC.
5. **Right of Entry:** LFCFRC and its officers, agents and employees engaged in the operation and maintenance of the LFCFRC reserve the right to enter upon and to have free access to said premises at any and all times.
6. **Default:** If default occurs on the part of the User in the fulfillment of any of the terms, covenants or conditions hereof, or if the User causes or permits any waste or damage to be done to the premises, or any part thereof, or if User is adjudicated bankrupt or an involuntary petition in bankruptcy is filed against it or any of its properties is seized upon levy or execution, or if a dispute occurs between User and its employees or between User and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by User or any of with whom User contracts, then LFCFRC may, at its option, forthwith terminate this Use Agreement; in such case, the rent hereunder, whether accruing before or after such termination, shall constitute an element of LFCFRC's damage resulting from User's default, except to the extent of rent received by LFCFRC from others for the same period of time less any expense to LFCFRC in procuring same. Any remedy granted in this Use Agreement to LFCFRC shall be inclusive of all other remedies available to LFCFRC in law or equity, and not exclusive thereof.
7. **Unavoidable Happening:** In the event that the premises leased hereunder, or any part thereof, or adjacent premises required for access thereto should be so damaged or destroyed by fire or other cause without the fault of User as to prevent the use of the premises for the purpose and during the time specified hereunder, then this Agreement shall terminate. In such event, LFCFRC shall be paid for all items of expense incurred by it hereunder and any rental accrued prior to such destruction or damage, but User shall be relieved of paying rent accruing thereafter.
8. **Responsibility of Damage or Loss:** User assumes all risk of damage to and loss by theft or otherwise of the fixtures, appliances, or other property of the User or User's exhibitors, contestants, and those contracting with User, as well as employees thereof, and LFCFRC is hereby expressly released and discharged from any and all liability for any such loss. Proper security measures by the User are recommended. LFCFRC shall not be liable for any damage occasioned by failure to keep said premises in repair, nor shall it be liable for any damage occasioned by plumbing, gas, water, steam, sewage, heating, air conditioning, or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings or otherwise.
9. **Concessions/Merchandise:** The rights to all concessions/merchandise are reserved by LFCFRC. On those items that LFCFRC specifically grants concession rights, the User will pay LFCFRC a twenty-five percent (25%) commission on User's total sales, after six percent (6%) state sales tax, which will be withheld by LFCFRC. The User may not contract with an outside source for furnishing the same without written permission of LFCFRC.
10. **State Sales Tax:** A six percent (6%) Kentucky State Sales Tax is applicable to all concessions/merchandise and on all beverage service including alcohol. If you have a tax number, which exempts you from the Kentucky State Sales Tax, a

copy of the tax-exempt certificate shall be received by LFCFRC prior to final settlement.

11. **Management Discretion:** Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the LFCFRC.
12. **Waivers:** No waiver of any provision hereof shall be effective unless in writing signed by LFCFRC, nor shall any such waiver be held to waive the same provision on a subsequent occasion not be construed to constitute a waiver of any other provision hereof. This Agreement contains the entire agreement between the parties, unless modified or amplified by an agreement in writing executed by LFCFRC and User. In the event User is not a corporation, the references herein to the User as such by pronoun or otherwise shall be applicable to the User as an individual or a partnership.
13. **Notice of Requirements:** User shall provide LFCFRC a preliminary outline of all event requirements at least thirty (30) days prior to the event. A final full and detailed outline, including stage, hall and chair requirements, and all such other information as may be required by LFCFRC concerning the event covered by this Agreement shall be provided to LFCFRC at least seven (7) days prior to the event.
14. **Door Opening:** Unless otherwise agreed upon by both parties, doors will open to the guests/public at **8:00 PM** at the discretion of LFCFRC.
15. **Civil Rights:** The User shall not illegally discriminate against anyone in the use of the Premises.
16. **Right to Cancel:** LFCFRC reserves the right to terminate the use granted by this Agreement at will at anytime. In the event LFCFRC exercises the right retained by it hereunder, it shall refund, or, as the case may be, release User from liability for payment of an amount bearing the same proportion to the total payment provided for in Paragraph No. Two hereof as the period in which the facilities are in fact not utilized bears to the total duration of Agreement. Should LFCFRC exercise said right to terminate the use granted by this Agreement, User agrees to forego any and all claims for damages against LFCFRC and further agrees to waive any and all rights which might arise by reason of the terms of this Agreement and the User shall have no recourse of any kind against LFCFRC.
17. **Smoking:** Smoking is not permitted in the LFCFRC. User will be responsible for enforcing this No Smoking policy.
18. **Alcoholic Beverages:** LFCFRC holds the Liquor Licenses for this facility. No one shall bring (or authorize the User to bring) any alcoholic beverages into LFCFRC. An 18% gratuity will be added to all hosted bars.
19. **Compliance - Licenses and Permits:** User shall use and occupy said premises in a safe and careful manner and shall comply with all laws, rules, regulations and ordinances of the City of Paducah, Kentucky and the state, county or governmental authority controlling or governing the designated premises or the operation therein, and all rules and regulations relating to the use of said LFCFRC. User shall use said premises solely for the purposes herein provided and shall not permit said premises, or any part thereof, to be used for any unlawful or immoral purpose or in any manner as to injure persons or property; not do any act or suffer any act to be done which will in any way mar, deface or injure any part of LFCFRC; and upon termination of this Agreement User shall deliver up to said LFCFRC the premises aforesaid in good condition and repair as the same shall be found at the beginning of the term hereof. User agrees to provide, at its expense, all necessary license and permits required in accordance with law for the use of the premises as herein provided. City, County Occupational Licenses and Fire Permits apply to some exhibits, exhibitors, entertainers, concerts, etc. License information shall be obtained by user and provided to LFCFRC when this contract is executed.
20. **Catering:** LFCFRC has a list of Approved Caterers to provide food and non-alcoholic beverage service for Users

utilizing the facility. User must inform LFCFRC of caterer chosen from the Approved Caterers List no less than thirty (30) days prior to User's event. To obtain the list of approved caterers, call (270) 443-9932.

- 21. **Decorating:** If earlier access is required for your event, arrangements must be made in advance with LFCFRC management. The User agrees that all decorative materials must be flameproof and that all matters regarding safety will be resolved by the decision of the LFCFRC management. Crepe paper is not allowed. The following items will not be permitted when decorating the walls, floor, ceiling or stages: bolts, screws, nails, staples, scotch tape, electric tape, duct tape and glue. **Consult LFCFRC management for questions.** User will be responsible for returning all areas to original condition. Any damages will be charged to the User. All decorations or props must be removed from the building within one (1) hour following the event. Additional hourly charges will be assessed for items left following the close of the event. LFCFRC will not be responsible for any items left by the User. Only candles enclosed in glass and approved by LFCFRC are permitted. Glitter is not permitted on tables or floors. All floral arrangements provided by User shall be pre-assembled. No on-site preparation will be permitted without prior approval.
- 22. **Copyrights:** "User" will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual properties used at or incorporated in the event. "User" agrees to indemnify, defend and hold harmless LFCFRC from any claims or costs, including legal fees, which might arise from question of use of any such material described herein.
- 23. **Objectionable Person:** LFCFRC reserves the right to eject or cause to be ejected from the Premises any objectionable person or persons and neither LFCFRC nor any of its officers, agents or employees shall be liable to "User" for any damage that may be sustained by "User" through the exercise by LFCFRC of such right.
- 24. **Indemnity:** "User" shall pay and save the LFCFRC harmless from all claims and damages for losses or liabilities arising from any act, omission, neglect, or wrongdoing of the "User" or any of its officers, agents representatives, guests, employees, invitees, patrons, or persons contracting with the "User" against any and all such claims and demands.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized as to the date first mentioned.

"User"
McCracken Co. Public Schools
Neil Archer, Board Chair

signature *date*

LFCFRC
Luther F. Carson Four Rivers Center, Inc.
Jeff Foreman, Director of Operations

signature *date*