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# CityPlace

## A Rawlings Foundation Project

### Policies and Procedures

Effective April 25, 2018

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## Policies and Procedures

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## **1. The Rawlings Foundation CityPlace**

### **Overview**

The Rawlings Foundation was established by George and Beverly Rawlings. The purpose of the Foundation is to further the advancement of Christian education, values and teachings around the world. The CityPlace project has been developed for economic expansion and to help provide a vision of the great potential that can be realized for the LaGrange and Oldham County area. Attracting event groups and people from far and near to enjoy the CityPlace Visitor's Center and facilities grows interest, vitality and revenue by bringing additional foot traffic to the community.

The policies and procedures herein are designed to support the mission of The Rawlings Foundation and to assure the safety and security of all who visit CityPlace. The use of CityPlace property and/or facilities must not conflict with the vision, mission and policies of The Rawlings Foundation.

CityPlace is a first-class facility that hosts state-of-the-art technology and is available for rental as an exposition, convention and conference center. The sophisticated design is both spacious and versatile, making CityPlace a perfect venue for various events and uses by corporations and businesses, as well for public and community groups.

## 2. Directions, Facility Hours and Accommodations

**Directions to CityPlace from Louisville:** Take I-71 North to Exit 22 – LaGrange. Turn left off ramp and travel approximately ½ mile north on Hwy. 53 toward LaGrange. CityPlace is located on the left.

**Directions to CityPlace from Cincinnati:** Take I-71 South to Exit 22 – LaGrange. Turn right off ramp and travel approximately ½ mile north on Hwy. 53 toward LaGrange. CityPlace is located on the left.

### Hours of Business:

Visitor's Center: 8:00 a.m. – 5:00 p.m. Monday through Saturday

The Plaza: Open during business hours and events

Pavilions 1 & 2: Hours dependent on scheduled events

**Holidays:** Except for events which are scheduled and approved in advance, CityPlace is closed on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

**Building Closures:** In the event that inclement weather prevents safe arrival or use, all activities/events will be cancelled, and the event coordinator will be notified. Unforeseen circumstances may also cause building closures from time to time and may in fact cancel an event held at CityPlace. Building closure information will be posted on the calendar accessible on the CityPlace website.

**ADA Compliant:** CityPlace and The Rawlings Foundation are in compliance with the public accommodation requirements under the Americans with Disabilities Act.

**Wi-Fi:** Wi-Fi is available in each CityPlace building

### Other:

Restrooms are available in each Pavilion only during scheduled events.

CityPlace does not provide dressing rooms or private areas for performers.

Coat Check is not available in any CityPlace facility.

### 3. Parking

**Handicap Parking** is available adjacent to CityPlace.

**General Parking:** There are various city and county public parking locations near CityPlace, which include approximately 500 spaces. CityPlace does not guarantee the availability of parking exclusively for any event and does not take responsibility for lost or stolen items.

**Valet Parking:** Any Valet Service hired by the Event Group must meet specific insurance requirements and be approved in advance by CityPlace and The Rawlings Foundation.

### 4. Conditions of Use

All events are to be scheduled with the CityPlace Administrator or Director and are subject to the CityPlace and The Rawlings Foundation Policies and Procedures. All CityPlace and The Rawlings Foundation policies and regulations herein will be enforced during all events held at CityPlace.

Each event must have a single individual identified to be accountable for the Event Group's activities. **The Event Coordinator/Event Group must inform their exhibitors, attendees and service contractors of these regulations.** The Event Coordinator/Event Group assumes full responsibility for the conduct of all persons in attendance at their event and for any damage done to any part of the CityPlace premises during the time of their event.

It is requested that this information be included in event brochures, meeting and event manuals.

**Smoking:** All CityPlace facilities and grounds are smoke-free. This includes the use of e-cigarettes.

**Alcohol:** No alcoholic beverages of any kind may be served or consumed in the facilities or on the grounds of CityPlace. The Event Group and/or its guests will be asked to immediately remove any alcoholic beverages from the facilities and the grounds of CityPlace.

**Drug use:** The use or consumption of illegal drugs or any unauthorized prescription is absolutely prohibited in the facilities and on the grounds of CityPlace.

**Profanity/Indecent Dress:** No profanity or indecent dress is permitted in the facilities or on the grounds of CityPlace.

**Supervision of Underage Children:** Children must be supervised at all times.

**Pets:** No animals, other than service animals, are permitted in the facilities or on the grounds of CityPlace.

**Other Restrictions:** Absolutely no driving or riding in or on any recreational vehicles is permitted in the facilities or on the grounds of CityPlace. This includes but is not limited to bicycles, tricycles, skate boards, scooters, roller skates, roller blades and battery-powered children's vehicles.

**Charity Event Auctioned Liquor Policy:** No spirits or beer may be donated except for a 501(c)(3) or 501(c)(4) organization that has applied for and received a temporary auction permit through local and state Alcohol Beverage Control Commission. CityPlace and The Rawlings Foundation "No Alcohol Policy" must be adhered to requiring that alcohol cannot be opened or consumed on CityPlace premises.

**Decorations:** All displays and decorations will be subject to prior written approval by CityPlace and The Rawlings Foundation. Nothing may be taped, tacked or affixed in any manner to walls, posts, fixtures, doors, etc. No form of glitter, confetti or bubble machines are allowed. Only battery-powered candles are allowed.

**Entertainment:** All entertainment must be pre-approved by CityPlace.

**Promotional Considerations:** CityPlace and The Rawlings Foundation have the right to review and approve any advertisements, promotional materials, invitations and photographs in connection with your event which specifically reference CityPlace or The Rawlings Foundation. Further, CityPlace and The Rawlings Foundation have the right to require removal of signs and other items that are not acceptable for display according to CityPlace or The Rawlings Foundation even if there is no mention of CityPlace or The Rawlings Foundation.

**Compliance with Laws:** Event Groups agree to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Event Groups agree to cooperate with CityPlace and The Rawlings Foundation and any relevant governmental authority to ensure compliance with such laws. Event Groups represent, warrant and agree that they currently, and at the time of the event which is the subject of this contract, are and will be in compliance with all applicable local, state, federal regulations or laws, including but not limited to all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control of the U.S. Department of the Treasury.

**CityPlace RESERVES THE RIGHT TO CANCEL AN EVENT IMMEDIATELY UPON BREACH OF ANY OF THE ABOVE TERMS.** Additionally, violations of any of these policies may cause the cancellation of this contract and revocation of any fees and deposits.

CityPlace further reserves the right to refuse rental of any and all CityPlace facilities and grounds to any Event Group.

## 5. Usage Procedures

Events must conform to these policies and procedures and must not interfere with CityPlace or The Rawlings Foundation operations. A determination of whether an event meets these policies and procedures shall be made by CityPlace and The Rawlings Foundation, and its determination shall be final.

All attendees at the event shall be required to comply with the conditions of the contract agreement and are subject to CityPlace and The Rawlings Foundation Policies and Procedures, and must follow all instructions and directions of CityPlace and The Rawlings Foundation.

Events may not create any hazard or impose undue hardship to CityPlace or The Rawlings Foundation, exhibits, facilities, staff or visitors.

**Event Order Reservation Agreement:** Upon initial review of event requirements, an Event Order (EO) Reservation Agreement will be completed and given or sent to confirm all arrangements and prices. The EO Reservation Agreement will serve as part of this contract agreement and must be signed and returned to CityPlace and The Rawlings Foundation within 10 days to confirm the agreement. If not returned within 10 days, the EO Reservation Agreement will be considered null and void, and the event space will not be held for your event.

**Pre- and Post-Event Walk-Through:** A complete walk-through with the CityPlace Administrator or Director prior to move in and after move out is required. The walk-through will note the policies and procedures as well as seeing to the adherence of all state and Fire Marshal Regulations and to familiarize the Event Coordinator with the property and facility rooms, exits and emergency equipment.

## **Occupancy**

**Cleanup Following the Event:** The Event Group is required to take all trash to CityPlace dumpsters only and cleanup and restore the rented area to its original state.

**Housekeeping:** CityPlace housekeeping staff will ensure that CityPlace is in a state of readiness for the event and will provide service to refresh restrooms, clean up spills, etc. during the event.

**Maintenance:** Maintenance personnel will be “on call” during the event.

**Length of Occupancy:** All deliveries, set-up and take-down times, including clearing and clean-up, must be established in the contract agreement and adhered to unless other arrangements are made in writing no less than two weeks prior to the event. Nothing involved with event set-up or break-down can interfere with other events at CityPlace, exhibits or guests.

**Event Space:** Availability for events is subject to the CityPlace event schedule.

**Scheduling in Advance:** Events at CityPlace cannot be scheduled more than 18 months in advance of the event date.

**Assigning of Event Space:** CityPlace reserves the right to reassign an event to a specific space provided the space adequately accommodates the function requirements as stated in the Event Agreement.

**Diagram of Power Requirements:** A diagram of all proposed power requirements must be submitted no less than two weeks prior to the event for approval.

**Other Events:** Unless the entire CityPlace premises are rented by the Event Group, CityPlace has the option to rent other spaces to other groups during an event.

**Remaining in Rented Area:** Event Groups must stay in the areas reserved for them, as agreed upon in their event contract agreement.

**Access to Employees and Staff:** It is understood and agreed that the Administrator and Director of CityPlace and The Rawlings Foundation as well as the other established occupants of CityPlace, such as the Executive Director and staff of the Oldham County Chamber of Commerce & Economic Development and the Executive Director and staff of Discover Downtown LaGrange, shall be entitled to be present and to have access to the entire CityPlace property and facilities at any time.

**Event Planning:** CityPlace and The Rawlings Foundation do not provide event planning or coordination assistance.

**Promotional Materials:** CityPlace and The Rawlings Foundation reserve the right to place promotional materials, e.g. flyers or coupons, in and around the designated event space(s).

**Event Supplies:** Event Groups should plan to provide all of their own supplies as CityPlace and The Rawlings Foundation do not provide event supplies such as paper products for catering, pens, pencils, paper, etc.

**Moving of Event Items:** CityPlace and The Rawlings Foundation do not provide staff to move event items, included but not limited to props, musical instruments, staging, etc.

**Moving of Rental Items:** Moving of rental items must be done under the provision of the approved rental company.

**Protection of Floors:** Event Group is responsible to provide and place plastic floor protectors under any device used to move in, set-up, during or following the event to guard against marring of CityPlace's floor.

**Vehicle Exhibits:** If a vehicle will be in the exhibit space, the following guidelines apply: The Event Group is responsible for placing plastic under vehicle(s). One-eighth of a tank of gas or less is allowed, all fuel tanks that are not equipped with locking gas caps shall have the gas cap sealed with tape, and the vehicle's battery must be disconnected for the duration of the exhibit.

**Deliveries:** CityPlace and The Rawlings Foundation are in no way responsible for the delivery, handling, storage, loss, damage or shipping of any event or vendor items.

All items belonging to the Event Group or vendor must be removed from CityPlace's loading area.

CityPlace policies on safe package handling are based on advice from the United States Postal Service (USPS) and the Federal Centers for Disease Control and Prevention (CDC).

No COD packages will be accepted by CityPlace or The Rawlings Foundation.

Arrangements for deliveries to CityPlace as well as storage, handling and removal following the event of all event items and/or equipment must be made by the Event Coordinator in writing and approved by the CityPlace Administrator or Director no less than two weeks prior to the event.

All deliveries for events must be received during normal CityPlace business hours.

All deliveries must be marked to the attention of the Event Coordinator or Event Group.

All shipments of event items and supplies must be delivered directly to the pavilion assigned to the event.

After any item has been delivered to CityPlace, the Event Group is responsible for transporting its items within CityPlace.

CityPlace is not responsible for any materials left after the event.

The Event Group is responsible for packaging and shipping materials left on CityPlace premises.

**Loading Dock Services:** Should the Event Group need to utilize the CityPlace docks a Dock Usage Schedule including dates and times must be submitted no less than two weeks prior to event.

At no time should a vehicle be left unattended in the CityPlace dock area.

## 6. Fees

For all events, a damage deposit will be required and a facility usage fee may be charged. The fee structure will be discussed prior to scheduling the event.

A non-refundable security deposit of 25% is required upon signing the event contract agreement with the remaining balance due no less than 2 weeks prior to the event date. Payment of a \$500 damage deposit is required no less than 2 weeks prior to the event date.

**Full, Partial and Consecutive Day Rental:** Full day rental at CityPlace is a block of 10 hours between 8:00 a.m. to 12:00 a.m. (midnight). Beginning at 12:01 a.m. the event group will be charged \$100.00 for each additional hour after midnight. This charge is also incurred by event groups that rent any portion of the day or rent CityPlace for more than one consecutive day. With consecutive days rented, the following full day of rental scheduled between 8:00 a.m. and 12:00 a.m. (midnight) etc. will also incur an additional \$100.00 charge per hour, as above, after midnight.

**Additional Charges:** Should it be found, less than 2 weeks prior to the event, that additional time is needed for the event including set-up and/or break-down time, an additional fee will be required. Extra time can be added only if the space is available and is agreed upon in writing by the CityPlace Administrator or Director.

**Forms of Payment:** Acceptable Forms of Payment are checks made payable to The Rawlings Foundation, MasterCard, Visa, American Express or Electronic Funds Transfer.

**Payment in full is due no less than 2 weeks prior to arrival for your event.**

**Failure to Pay the Event Fee Balance:** Should the Event Group fail to pay the balance of the agreed rental fee by the two-week deadline prior to the event date, the reservation may be cancelled, and CityPlace and The Rawlings Foundation may retain all funds previously received.

**Damage Deposit:** Following the required Post-Event Walk Through and provided there are no additional charges for clean up or damage to the CityPlace facilities or property including CityPlace equipment and/or CityPlace rental furniture, a Damage Deposit Release Form will be signed by both Event Coordinator and the CityPlace Administrator or Director. The damage deposit in part or full will then be returned from The Rawlings Foundation made payable to the Event Group or as directed by the signed Damage Release Form within 10 days to 2 weeks.

**Event Group Responsibility for Damages Incurred:** The Event Group is responsible for any damage to the grounds or landscaping caused by guests, invitees, and all others involved with their event including but not limited to, photographers, musicians, etc.

The Event Group releases CityPlace and The Rawlings Foundation from liability for any accidents or injuries occurring to, members of their group or any guests while on the premises,

and further shall defend, indemnify and hold harmless to the extent allowed by law CityPlace and The Rawlings Foundation for any and all claims of bodily injury and property damage arising out of Event Group's usage. The Event Coordinator's signature on the contract releases and indemnifies CityPlace and The Rawlings Foundation from any and all liabilities that may arise from such occurrences.

The Event Group is also responsible for any damages to the CityPlace premises other than those caused by CityPlace staff or contractors.

The Event Group agrees to pay for any damages to CityPlace property and/or facilities and/or its contents including any CityPlace rental furniture rented to the event group that occur as a consequence of the event that exceed the security damage deposit.

CityPlace and The Rawlings Foundation are in no way responsible for the loss or damage of Event Group property or the personal property of event guests, and Event Group hereby releases them from liability for same, regardless of cause.

The use of CityPlace facilities and/or property is subject to a Hold Harmless Agreement, signed by the Event Coordinator or an authorized representative of the Event Group.

**Cancellation by Event Group:** In case of cancellation, a written notice must be received by CityPlace from the Event Coordinator or the Event Group no less than 2 weeks prior to the scheduled event date in order to receive a refund of payments made above the non-refundable 25% security deposit. CityPlace reserves the right to cancel the use of the facilities at any time with full refund of deposits and/or all fees collected.

**Cancellation by CityPlace and Refunds:** If CityPlace or The Rawlings Foundation cancels the event due to the Event Group's breach of these policies and procedures, such cancellation shall be treated as a "Cancellation by the Event Group".

Acts or causes beyond the control of either of the parties may occur which make it impossible for the event to proceed because the facilities and/or the grounds of CityPlace are closed or otherwise unavailable. These situations may include but are not limited to accidents, labor disputes, acts of war or terrorism, military or armed conflicts, insurrection, rebellions, riots, explosions, or acts of God (lightning, earthquakes, fires, storms and/or flood, as examples). If in the discretion of CityPlace and The Rawlings Foundation, any such acts or causes require cancellation of the event for safety or security reasons, or if CityPlace and The Rawlings Foundation cancels the event for any other reason, any previously paid deposit or payments made by the Event Group shall be returned, and the Contract Agreement shall be terminated.

**No Liability for Cancellation:** In no instance shall CityPlace or The Rawlings Foundation be liable for any expenses or costs associated with any cancellation or termination, including but not limited to travel or advertising expenses, the cost of rescheduling or relocating any event, or any loss of goodwill or other incidental or economic damages.

## 7. Approved/Authorized Vendors

Other than a limited quantity of CityPlace tables and chairs available for rental, CityPlace and The Rawlings Foundation do not provide rental items, catering or services. Only approved vendors may provide service to events at CityPlace. A list of Approved Vendors for event needs including: furniture and equipment rental, catering, signage and banners, florist, photographer, D.J., valet service and security will be provided.

**Breach of Contract Between Event Group and Vendor:** CityPlace and The Rawlings Foundation are in no way responsible for any disagreement, complications or breach of contract between the Event Group and the Vendor(s) they contract with for their Event.

**Approved Vendors Currently Licensed and Fully Insured:** All CityPlace Approved Vendors are required to be currently licensed and fully insured. Caterers must also have a valid Food Service Permit from the county and state. Copies of this information including certificates of insurance are required to be on file at the CityPlace for review.

**All Event and Rental Items Removed as Agreed to Avoid Additional Fee:** All event and rental items, other than CityPlace rental furniture, must be removed from the CityPlace and The Rawlings Foundation premises following the event within the agreed upon date/time set forth in the contract agreement, the Event Group and the Approved Vendor will be charged an additional fee of \$200 per day exceeding the agreed upon date and time set forth in the contract agreement.

**Arrangements for Additional Time to Break-Down Event:** Arrangements to allow for additional time to break-down event and remove rental items will only be made with respect to the next scheduled event(s) and must be made in writing and approved by the Administrator or Director of CityPlace no less than 2 weeks prior to the event with an additional fee added.

**Rental Deliveries:** All rental equipment delivered prior to an event or stored after an event, other than CityPlace rental furniture, is the responsibility of the Event Coordinator and/or the Event Group. CityPlace is not responsible for any damaged, lost or misplaced rental equipment.

**Catering Requirements:** The caterer provides all personnel, materials and supplies required in preparation and service of food and beverages.

The catering representative from the approved catering company must remain on site for the entire event. No "food drop-off" is permitted without prior written approval.

The Event Group and Caterer are responsible for food service cleanup during and after the event. Caterers are responsible for cleaning the area and sink where food is prepared and served as well as removing all items, such as but not limited to dishes, utensils, linens, etc.

## 8. Room Capacity and Floor Arrangement Charts

### Pavilion 1

Please keep in mind any stage or dance floor will alter maximum capacities.

Booth Arrangement Chart – Available upon request

Classroom Arrangement Chart – Available upon request

Banquet Arrangement Chart – Available upon request

Auditorium Arrangement Chart – Available upon request

### Pavilion 2

Please keep in mind any stage or dance floor will alter maximum capacities.

Booth Arrangement Chart – Available upon request

Classroom Arrangement Chart – Available upon request

Banquet Arrangement Chart – Available upon request

Auditorium Arrangement Chart – Available upon request

## 9. CityPlace Equipment Availability and Usage

**Usage Regulations:** The use of CityPlace Audio/Visual equipment is restricted and must be approved in advance.

### State-of-the Art Audio/Visual Equipment Included with Rental:

- Pavilion 1 – Seven 80" HD televisions with multiple A/V inputs
- Pavilion 2 – Six 80" HD televisions with multiple A/V inputs
- Pavilions 1 & 2 – Broadcast capability from almost any device or tablet with HDMI or VGA input, as well as Wi-Fi streaming through Apple TV.
- Advanced lighting system with indoor and outdoor stage lighting.
- Built-in capability to livestream events into any CityPlace facility.
- Cordless microphones

**Wi-Fi:** The Event Group will have restricted use of Wi-Fi.

## 10. Insurance Requirements

The Event Group agrees to obtain and keep in force, during the term of its occupancy and use of CityPlace and The Rawlings Foundation's premises for the event, commercial general liability insurance with limits of at least \$1,000,000 per occurrence. If Event Group will have employees on the premises, Event Group shall carry worker's compensation insurance as required by law and employer's liability insurance with limits of \$100,000. Event Group shall further carry automobile liability insurance covering all owned, non-owned and hired vehicles used by Event Group on the premises with limits of at least \$1,000,000 per accident. CityPlace and The Rawlings Foundation shall be afforded coverage as an additional insured on Event Group's general and automobile liability policies with primary coverage over any general liability or auto insurance carried by CityPlace and/or The Rawlings Foundation. The Event Group agrees to deliver copies of the certificates of insurance for each policy required to CityPlace and The Rawlings Foundation, named as the certificate holder no less than 30 days prior to the event. All insurer(s) shall have an A.M. Best rating of A-VIII or higher.

If CityPlace is being rented by an individual (verses a company, nonprofit or other entity that carries commercial insurance), the insurance requirements shall be satisfied by the Event Group insurance company providing a Certificate of Liability Insurance as proof of personal insurance to be kept in force, during the term of its occupancy and use of CityPlace and The Rawlings Foundation's premises for the event. The Event Group shall carry at least \$100,000 per occurrence in personal liability/homeowners insurance. The Event Group or its insurance company agrees to deliver a copy of Certificate of Liability Insurance with CityPlace and The Rawlings Foundation named as the certificate holder, no less than 30 days prior to the event.

## 11. Safety and Security

Aisles need to be clear, open and free of congestion. CityPlace and The Rawlings Foundation reserve the right to modify the floor plan to the extent necessary for the safety of all attendees. No fire exits are to be blocked and must be accessible. Any items placed in front of fire exits must be at least 6 feet from the door and there must be a clear path to the door.

## Fire Marshal

All Event Groups, Exhibitors, exhibits and displays are subject to all LaGrange Fire and Rescue Department and state Fire Marshal Regulations as well as CityPlace and The Rawlings Foundation Policies and Procedures.

For the safety of persons and property, all fog machines, open fires, fireworks, incendiary devices, explosives and Pyrotechnics of any style are absolutely prohibited in the facilities or on the grounds of CityPlace and The Rawlings Foundation.

Only battery-powered candles may be used in the facilities and on the grounds of CityPlace.

All emergency exit doors in the room, however divided, must remain accessible.

A walkway of at least 44 inches must be maintained for access to emergency exit doors on any wall. This includes the area behind a stage or curtains.

All egress walkways must be kept clear of wires, setup/breakdown equipment or anything that would hinder guests' exits from the room or cause a tripping hazard. If wires must be run across a path they need to be covered with cable management systems or at the least a carpet runner.

Any electrical extension cords used shall be of the heavy duty type. Lightweight cords of the lamp cord variety are prohibited and are subject to confiscation.

All decorations shall be fire retardant. The decoration companies shall be prepared to provide certificates and samples of flame spread on all decoration items. Items that are not properly fire retardant shall be removed.

Anytime curtains are used as a backdrop, they must be setup such that no supporting hardware is in the egress path or exit doorways.

If curtains are unable to be parted due to being a backdrop for a podium or something similar, they should be parted at the first available opportunity, giving access to the egress pathway behind the curtain. The curtain part should be marked with a temporary exit sign and the egress path should be obvious.

All event sets must be in compliance with the LaGrange Fire and Rescue Department regulations pertaining to occupancy load, mandatory aisles and ceiling clearance and fire exits.

Any event which has vehicle displays (see page 8. Vehicle Exhibits), fueled cooking demonstrations, laser, exhibits (including tabletop) or extensive productions with staging and props must have a certified permit from the local LaGrange Fire and Rescue Department.

All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies must be received at least three days prior to the event.

Failure to adhere to these recommendations could result in the closing of an event and fine from the LaGrange Fire and Rescue Department.

**First Aid:** A first aid kit is available in each CityPlace Building. The Event Group is responsible to have a Healthcare Person on site if they feel this is necessary for their event.

### **Emergency Information**

#### **Emergency: 911**

#### **Immediate Care: First Stop Urgent Care Center**

Hours: 9:00 a.m. – 9:00 p.m.  
Address: 1006 New Moody Lane, LaGrange, Kentucky  
Phone: 502-222-0028

#### **Hospital: Baptist Hospital Northeast**

Address: 1025 New Moody Lane, LaGrange, Kentucky  
Phone: 502-222-5388

**Security:** CityPlace Security Systems are located throughout the CityPlace Property.

**Event Security:** CityPlace does not provide event security. At times security may be required by CityPlace and The Rawlings Foundation in order to maintain adequate security measures because of the size or nature of the function. Event Groups are required to provide CityPlace approved licensed security personnel, at the Event Group's expense.

Please see the Approved Vendor list to arrange for Event Security.

**Personal Property:** Personal Property should not be left unattended. CityPlace and The Rawlings Foundation are in no way responsible for the personal property of any attendee or agent of an Event Group nor of any visitor, vendor, vendor employee or participant in or at any event or an anytime at CityPlace, and Event Group hereby agrees to release and indemnify CityPlace and The Rawlings Foundation for any such claims or losses.

**The Rawlings Foundation and CityPlace thanks you in advance for adhering to the above stated policies and procedures.**

## CityPlace and The Rawlings Foundation

### Event Contract Agreement

**Amendments or Changes to the Contract Agreement:** The parties agree that any amendments or changes as described in the Contract Agreement must be made in writing, signed by both the Event Group and CityPlace and The Rawlings Foundation, provided, however, that the contract includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by CityPlace and The Rawlings Foundation for this and related events.

Neither party may sell, assign, transfer or otherwise convey the Contract Agreement or any of its rights or obligations under the Contract Agreement without the other Party's prior written consent. If either Party merges with or is acquired by another person or entity, it shall notify the other Party, who shall then have fourteen (14) days from the receipt of such notice to decide whether to terminate the Contract Agreement effective as of the end of such notice period. The Contract Agreement constitutes the entire Contract Agreement effective as of the end of such notice period. This Contract Agreement constitutes the entire Contract Agreement between the Parties, with respect to such subject matter. No provisions of this Contract Agreement shall be modified, waived or amended except by a written instrument duly executed by each party.

If any term or provision of this Contract Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Contract Agreement within requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of the Contract Agreement shall be given effect as if parties had not included the severed term herein. This Contract Agreement shall be construed and interpreted in accordance of the laws of the Commonwealth of Kentucky without regard to conflicts of laws and principles.

CITYPLACE SHALL NOT BE LIABLE TO THE EVENT COORDINATOR OR EVENT GROUP FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT OR THE CONDUCT OF ANY EVENT. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, BREACH OR WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT: UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TO THE EXTENT ALLOWED BY LAW CITYPLACE AND THE RAWLINGS FOUNDATION, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, LIABILITIES, INJURIES, DAMAGES, COSTS, LOSSES AND EXPENSES ("CLAIMS") ARISING OUT OF EVENT GROUP'S USAGE OF CITYPLACE, REGARDLESS OF WHETHER SUCH CLAIMS WERE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, BY THE NEGLIGENCE OF THE PARTY BEING INDEMNIFIED.

# CityPlace and The Rawlings Foundation

## Event Contract Agreement

**Agreement Statement: Signature of this Contract Agreement acknowledges the acceptance of these terms and conditions on behalf of the Event Group, and that the Event Group is legally bound to this Contract Agreement and its Term and Conditions.**

**Event:** \_\_\_\_\_ **Event Date(s):** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Event Coordinator:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Event Group:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Yes \_\_\_ No \_\_\_ Copy of Event Group Liability Insurance Certificate Is On File**

**Event Group Liability Insurance Certificate is due no less than 30 days prior to event. Due date:** \_\_\_\_\_

**Event Space:** \_\_\_\_\_ **Full Day(s)** \_\_\_\_\_ **5 Hrs or Less** \_\_\_\_\_

**Extra 4 hrs or less Set-up Date:** \_\_\_\_\_ **Set-up time:** \_\_\_\_\_ **Extra Set-up fee \$200 pd:** \$ \_\_\_\_\_

**Break-down 4 hrs or less date:** \_\_\_\_\_ **Break-down time:** \_\_\_\_\_ **Extra break-down fee \$200 pd:** \$ \_\_\_\_\_

**Facility Rental:** \$ \_\_\_\_\_ **Extra 4 hrs. or less:** \$ \_\_\_\_\_ **Total Rental:** \$ \_\_\_\_\_ **Grand Total w/Damage Deposit:** \$ \_\_\_\_\_

**25% of the Rental Fee is due on the date the contract is signed. Date signed & pd deposit:** \_\_\_\_\_ \$ \_\_\_\_\_

**Balance due no less than 2 weeks prior to event date.** \$ \_\_\_\_\_ **Date due:** \_\_\_\_\_ **Date pd.** \_\_\_\_\_ \$ \_\_\_\_\_

**\$500 Damage Deposit due no less than 2 wks prior to event date. Date due:** \_\_\_\_\_ **Date pd.** \_\_\_\_\_ \$ \_\_\_\_\_

- **Rental of CityPlace tables and/or chairs** Yes No If applicable, see attached contract

**Method of Payment:**

Check \_\_\_ Check # \_\_\_\_\_ Credit/Debit: Master Card \_\_\_ Visa \_\_\_ AmExp \_\_\_ Discover \_\_\_ Date pd. \_\_\_\_\_ \$ \_\_\_\_\_

Check \_\_\_ Check # \_\_\_\_\_ Credit/Debit: Master Card \_\_\_ Visa \_\_\_ AmExp \_\_\_ Discover \_\_\_ Date pd. \_\_\_\_\_ \$ \_\_\_\_\_

Check \_\_\_ Check # \_\_\_\_\_ Credit/Debit: Master Card \_\_\_ Visa \_\_\_ AmExp \_\_\_ Discover \_\_\_ Date pd. \_\_\_\_\_ \$ \_\_\_\_\_

Electronic Funds Transfer \_\_\_ Date pd. \_\_\_\_\_ \$ \_\_\_\_\_ Electronic Funds Transfer \_\_\_ Date pd. \_\_\_\_\_ \$ \_\_\_\_\_

**Credit Card #** \_\_\_\_\_ **Exp. Date** \_\_\_\_\_ **Code on Back** \_\_\_\_\_

**Name as it appears on card** \_\_\_\_\_ **Billing Zip Code** \_\_\_\_\_

**Billing address if different from above** \_\_\_\_\_

**I have provided copies of the CityPlace and The Rawlings Foundation Policies and Procedures with this Contract Agreement to my Event Group and my Event Group has agreed to abide by these terms.**

**Event Coordinator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Administrator/Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CityPlace a Project of The Rawlings Foundation 112 South 1<sup>st</sup> Avenue, La Grange, Kentucky 40031**

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