

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: _____

E-mail: _____

Event Group: _____

Address: _____

Phone: _____ **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)** ____ **6 Hrs or Less** ____ **Extra 2 Hrs or less** ____

Extra 2 hrs or less Set-up Date: _____ **Set-up time:** _____ **Rehearsal Dinner Extra 2 Hours:** _____

Break-down 2 hrs or less date: _____ **Break-down time:** _____ **Extra break-down fee \$300 pd:** \$ _____

Rental based Up to _____ **Attendees Includes: Up to 1 hour Event Assistance with Floor Plan, Event Timeline & A/V Test Tech**

Facility Rental: \$ _____ **Extra 2 hrs. or less:** \$ _____ **Rehearsal Dinner:** \$ _____ **The Plaza:** \$ _____ **Total Rental:** \$ _____

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.** _____ \$ _____

Fee for Additional Event Assistance for Floor Plan/Event Timeline &/or A/V Testing Tech: \$150.00 X _____ hrs.= \$ _____

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

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.** _____ \$ _____

Check ____ **Check #** _____ **Credit/Debit:** Master Card ____ Visa ____ AmExp ____ Discover ____ **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:** _____

CityPlace-

Administrator/Director: _____ **Date:** _____

CityPlace a Project of The Rawlings Foundation 112 South 1st Avenue, La Grange, Kentucky 40031

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