



VENUE LICENSE AGREEMENT THE PRICKEL BARN & FOURTH QUARTER

This Venue License Agreement (this “**Agreement**”), is entered into by and between **Phil:4:13 Investments, LLC**, a Kentucky limited liability company doing business as **The Prickel Barn and Fourth Quarter at The Prickel Barn** (the “**Licensor**”) located at **14112 Walton Verona Rd. Verona, Ky. 41092**, and the undersigned person or persons (*collectively*, the “**Licensee**”). In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. **License of Venue.** Subject to the terms and conditions of this Agreement, Licensor agrees to license to Licensee the event area located at **The Prickel Barn and/or 4th Quarter at The Prickel Barn**, 14112 Walton Verona Road, Verona, Kentucky 41092 (the “**Venue**”) on the date and time (the “**Event Date**”) and for the purpose described (the “**Event Type**”) on the Rental Fee Schedule attached hereto as **Exhibit A**. Specific Event Location selection is reflected in Rental Fee Schedule.

2. **Venue Rental Pricing.** Licensee shall pay to Licensor a total rental fee based on the tier selected on the Rental Fee Schedule. This fee grants Licensee the license to use and occupy the Venue, subject to the terms and conditions of this Agreement, for the time period reflected in the Rental Fee Schedule.

3. **Security Deposit.** Licensee shall pay to Licensor a security deposit (the “**Security Deposit**”) in an amount equal to the sum of the following: (i) the full cost of any mutually agreed upon additional special request fees listed on the Rental Fee Schedule, and (ii) 25% of the total rental fee, as referred to in Exhibit A. The Security Deposit shall be due upon the execution of this Agreement. In exchange for the Security Deposit, Licensor shall reserve the Venue for Licensee for the Event Date specified in the executed Agreement. Notwithstanding, Licensee’s license to use and occupy the Venue on the Event Date is subject to approval of the Agreement as described in Section 15 and is freely revocable at Licensor’s discretion if the terms of this Agreement are not met by Licensee. **DEPOSITS ARE NON-REFUNDABLE!**

Initial

4. **Payment of Rental Fee.** All outstanding amounts owed under this Agreement will be due to Licensor no later than **six (6) months** prior to the Event Date. The Rental Fee is due regardless of cancellation, and Licensor reserves the right to apply the Security Deposit to any unpaid Rental Fee or any other applicable fees and charges. **Any events booked within the 6-month period will be paid in full the time of booking.**

Initial

5. **Return of Venue Premises.** Licensee agrees to clean out all personal items and return the Venue to Licensor in the same condition as it was found at the start of the Event Date. All trash, food supplies, decorations and any other materials brought into the Venue by Licensee or his/her guests, agents, event vendors or employees must be removed between 7:30 & 9:30am or 1:30-4:30pm EST on the date immediately following the Event Date for The Prickel Barn and 11:00 am EST for the Fourth Quarter at The Prickel Barn. **Guests are permitted to leave vehicles overnight in the event they are unable to drive themselves in a safe manner but must be removed by noon the day after the event. (At their own risk as we are not responsible or liable for its care).**

6. **Prohibited Substances.** Licensee is **not permitted** to use fireworks or PYROTECHNICS, (sparklers upon permission),

(open flame are acceptable if in glass), **NO Taper candles without glass outside, NO confetti outside and NO shiny confetti inside, No bubbles inside** at the Venue or on the surrounding property without the written permission of the Licensor. In addition, **glass bottles are prohibited beyond the bar.** Licensee will comply with all applicable laws including, without limitation, ensuring that no illegal drugs are brought to the Venue by Licensee or by any of Licensee’s guests. **All alcohol is to be consumed and served within the venue and served by licensed bartender and not consumed in a manner of loitering or tail gaiting on the property before, during or after the event!!!**

Initials

7. **Damage to Venue and Surrounding Property.**

Licensee is responsible for any and all damage to the Venue and surrounding property caused by Licensee or by Licensee’s guests, agents, event vendors or employees. Licensor shall inspect the Venue after end of the Event Date to determine whether any damage was sustained to the Venue or surrounding property. Licensor shall notify Licensee of any damage resulting from Licensee’s use and occupancy of the property. Licensor may repair and remedy and damage at Licensee’s expense. Contracts are all subject to a **\$500.00 deposit for incidental damage and contract obligations not followed by the terms of the agreement. (This will be submitted in a separate check 30 days prior to your selected date made payable to Phil 4:13 Investments...and returned after assessed for issues and cleared).** If Licensee is renting both event locations, only one \$500.00 deposit will be required.

Initials

8. **Unavailability of Venue.** Should the Venue become unavailable for the Event due to damage by fire, flood or other cause or Act of God, or should Licensor be unable to fulfill the terms of this Agreement due to any unforeseen occurrence outside of Licensor’s reasonable control, then this Agreement shall terminate and Licensor shall be liable only for the fees paid by Licensee up to the time of such termination. For the avoidance of doubt, this Section 8 shall survive the termination of this Agreement.

9. **Limitation of Liability.** Licensee acknowledges and agrees that **licensor is not liable for any consequential, indirect, incidental, special, exemplary, or punitive damages (including lost profits or revenue or diminution in value), regardless of whether the claim sounds in contract, tort, or otherwise.**

Further, licensee acknowledges and agrees that in no Event shall licensor’s aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to licensor by licensee pursuant to this agreement.

For any and all claims arising out of or related to this Agreement, Licensee shall seek recovery only against Licensor and not against

any individual associated with Licensor or the owner of the real property where the Event is being held. For the avoidance of doubt, this Section 9 shall survive the termination of this Agreement.

10. Venue Condition. Licensee acknowledges that he/she has been offered the opportunity to inspect the Venue and accepts the Venue in its current condition.

11. Liability Insurance. (Special Event Policy)

Licensee is required to carry liability insurance, satisfactory to Licensor, and such policy shall be for no less than \$1,000,000.00 and shall cover the dates for which the Licensee shall make use of the Venue (e.g., in the case of a wedding, such policy shall cover the rehearsal day, the Event Date, and the clean-up day for a total of three (3) consecutive days). The company or companies writing any insurance policy which Licensee is required to carry and maintain or cause to be carried or maintained pursuant to this Agreement as well as the form of such insurance shall at all times be subject to Licensor's approval. The required insurance policy evidencing such insurance shall name Licensor (**Phil 4:13 Investments, LLC**) as an additional insured and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Licensor. If both event locations are rented under this agreement, only one special event policy will be required so long as each location is covered under the policy. Proof of each such policy or a certificate thereof, shall be provided to the Licensor by Licensee at least thirty (30) days prior to the Event Date. If Licensee fails to perform any of its obligations under this Section 11, Licensor may terminate this Agreement and Licensee shall not be entitled to a return of the Security Deposit.

Contact: Tyler Lauback at tyler.lauback@espspecialty.com

Initials

12. Waiver of Right to Recover. Notwithstanding any provision of this Agreement to the contrary, if Licensee suffers a loss or damages, and if typically such loss or damages would be covered under any policy of insurance that Licensee is required to maintain pursuant to this Agreement, then Licensee hereby releases Licensor to and from any and all liability for each such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the Licensor, its agents, officers or employees and/or notwithstanding that Licensee has failed to maintain the insurance policy required to be maintained by it under this Agreement. The foregoing release shall be effective only so long as it is possible to obtain the insurance policies required to be maintained pursuant to this Agreement with provisions in such policies to the effect that such release shall not impair the effectiveness of such policy or the insured's ability to recover thereunder. Licensee hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify Licensor in writing if such clause cannot be included in any such policy.

13. Indemnification. Licensee agrees to indemnify and hold Licensor and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Licensor from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, event vendors or employees.

14. Destruction of Licensee's Property. The Licensor shall not be held responsible for any loss or damage, including damage to

Licensee's personal property nor the personal property of Licensee's guests, agents, event vendors or employees.

15. Contract Approval. Upon receipt of the Security Deposit and this Agreement executed by Licensee, Licensor shall review the proposed Agreement and issue an approval or denial of this Agreement within three (3) business days. Licensee agrees and acknowledges that this Agreement may be approved or denied at the sole discretion of the Licensor. If the proposed Agreement is denied by the Licensor, Licensor shall return the Security Deposit to Licensee within three (3) business days of the decision.

16. Permits and Licenses. Licensee is responsible for procuring all necessary permits and licenses, if any, required for use of the Venue for the Event, including any permit or license required in order to serve alcohol at the Venue for the Event. Licensee is responsible for ensuring that its servers serve alcohol to only those guests of Licensees that are 21 years of age and older and that Licensee's servers check all guest's government issued identification to confirm such age requirement (e.g., driver's license). Further, Licensee will ensure that Licensee's servers do not serve any person that is intoxicated. Licensor shall reasonably cooperate with Licensee to secure all necessary permits and licenses. Server must also carry their own insurance of \$1,000,000.00 liability insurance or be insured by the caterer with a liquor license. **All CATERERS must sign a contract with the barn prior to your confirmation of their quote adding 15% for a venue fee pretax total.**

Initials

17. Removal from Venue. Licensee is responsible for the acts of his/her guests, agents, event vendors and employees. Licensor reserves the right to remove any person from the Venue that Licensor believes is disrupting, obstructing, or damaging the Venue or surrounding property.

18. Governing Law, Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would require or permit the application of laws of any jurisdiction other than those of the Commonwealth of Kentucky. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder must be instituted exclusively in the courts of Boone County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or *forum non conveniens*.

19. Entire Agreement. This Agreement, including any Exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. If and when included within the term "Licensee," as used in this Agreement, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Licensee.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. **Assignment.** Licensee may not assign any of its obligations hereunder without the prior written consent of the Licensor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LICENSOR:
PHIL.4:13 INVESTMENTS, LLC
D/B/A THE PRICKEL BARN &
FOURTH QUARTER AT THE PRICKEL BARN

By: Angie Prickel
Angie Prickel, President/Member

LICENSEE:

Licensee 1

By: _____

Printed Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Date: _____

Licensee 2

By: _____

Printed Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Date: _____

RENTAL FEE SCHEDULE

Exhibit A

Venue Locations Rented: The Prickel Barn Fourth Quarter Lodging

THE PRICKEL BARN

Tier Selected:

Location Rental Fee:

Event Type:

Event Time:

Event Access Dates/Times:

Special Request Fees:

Deposit (Special Request Fees plus 25% of Location Rental Fee):

Remaining Balance for The Prickel Barn: (Due 6 mths from Date)

FOURTH QUARTER AT THE PRICKEL BARN

Options Selection:

Refundable Cleaning Fee:

Location Rental Fee:

Add-On Items:

Add-On Items Fees:

Event Date:

Event Time

Event Type:

Event Access Dates/Times:*

Deposit (50% of Location Rental Fee):

Remaining Balance for Fourth Quarter:

LODGING

Lodging Selected: Magnolia Ivy's Inn Ky Rayne Aerie's Haven Lady Jayne's

Lodging Package Selected:

Number of Nights Selected:

Number of Cottages Selected:

Last Minute Rental Fee:

Total Lodging Rental Fee:

Deposit:

Balance Due for Lodging:

Due Date for Balance (6 months prior to Check In if booked with Prickel Barn or to secure lodging)

Check-In Date

Check-Out Date

EVENT LOCATION & LODGING TOTALS

Total Deposits Due at Signing for Event Locations & Lodging:

Balance Due after Deposits for Event Locations & Lodging:

Due Date for Balance of Location Rental Fees & Lodging (6 mths. prior to Event Date):

**All deposits and balances by check should be made payable to Phil 4:13 Investments, LLC.*

Guest List – Please provide Name, Date of Birth and Phone Number for all overnight lodging Guests

***if you are not sure of this information at the time of the contract we will send you a portal link to enter it into at a later date along with their photo ID's if they are over 18 years old.**

Guest Name	Date of Birth	Phone Number	Vehicle Make & Model

Included/Excluded Items for The Prickel Barn Rental Location

The following items are **included** in the Total Rental Fee for The Prickel Barn Event Location (not Fourth Quarter Location) based on the number of guests for the Selected Tier:

3 days in venue

Tables (banquet only)

Chairs (white resins only)

Table Cloths (lap-length any color) Dumpster pick-up

Cleaning costs

Septic clean out fees

Parking attendants (minimum of 4 depending on size of wedding)

Onsite Shuttle vehicles to transport guests from parking area to building before during and after event(Includes fuel costs)

Onsite staff (minimum of 4 depending on size of wedding)

Set up/tear down

Staff-Taking out garbage

Staff-Stocking and checking bathrooms

Staff-Controlling lights

Staff-Cleaning off tables throughout the evening

Any items not expressly listed above are **not included** in the Total Location Rental Fee (for example, DJs, caterers, wedding planners, decorations, equipment, etc.). Such additional items may be available upon request - subject to availability - and shall only be offered at Licensor's discretion. Further, additional fees will apply for any such requests. **Any other types of tables, chairs or colored table linens are available at an additional cost if requesting something different from what is included. Chair rentals for outdoor events are \$4 per chair for setup and take down.**

Outdoor Weddings at The Prickel Barn & Fourth Quarter Event Locations

Are permitted upon Licensor's prior written approval (with chairs to be placed by Licensee's decorating crew in the area designated by Licensor); provided, however, that wedding receptions are to be held only in the indoor facility. **(Weather permitting that week and the day of for stability of chairs to be placed on the dry ground) Chairs for the outdoor seating will have to be rented separately for placement outside, as to maintain the cleanliness of the barn space for reception and to preserve the beauty and maintenance of the chairs we use within the building. Chair rentals for outdoor events are \$4 per chair for setup and take down.**

All terms and conditions of this contract are subject to change for the welfare of the venue as we make decisions that are for the best of the business, its renters and its owners. A signed contracts tier level price will never be changed unless said renter has to move up to other tier levels based on an increased number of guests.