

VENUE LICENSE AGREEMENT
- THE PRICKEL BARN -

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** (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 wedding event area located at The Prickel Barn, 14112 Walton Verona Road, Verona, Kentucky 41092 (the “**Venue**”) **The Prickel Barn** on the date and time (the “**Event Date**”) and for the purpose described (the “**Event**”) **Wedding/reception** on the Rental Fee Schedule attached hereto as **Exhibit A**.

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, from 9:00am to midnight on the Event Date.

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 25% of the total rental fee. 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 by 12pm EDT on the date immediately following the Event Date. **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, sparklers, or an open flame** at the Venue or on the surrounding property without the written permission of the Licensor. In addition, **glass BEER bottles are prohibited.** 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 TAILGATING 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.**

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. 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: Angie for details**

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.

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**

By: *Angie Prickel*
Angie Prickel, President/Member

LICENSEE:

(Licensee 1; e.g. *Bride*)

Signature: _____

Printed Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, identified as Licensee 1 above.

Signature of Notary Public

(Licensee 2; e.g. *Groom*,)Click here to enter text.

Signature: _____

Printed Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, identified as Licensee 2 above.

Signature of Notary Public

RENTAL FEE SCHEDULE

Exhibit A

<u>Tier Selected:</u>	Click here to enter text.
<u>Total Rental Fee:</u>	Click here to enter text.
<u>Deposit (Special Request Fees plus 25% of Total Rental Fee):</u>	Click here to enter text.
<u>Remaining Balance</u>	
<u>Event Date:</u>	Click here to enter a date.
<u>Event Time:</u>	TBD
<u>Due Date for Remaining Rental Fee (6 mths. prior to Event Date):</u>	Click here to enter text.
<u>Event Type:</u>	wedding/reception
<u>Event Access Dates/Times:*</u>	Click here to enter text.
<u>Special Request Fees (for items not included):</u>	

See times below for access on the above dates

* Unless otherwise set forth above, access to the Venue for Wedding Events shall be as follows:
~SPECIAL EVENTS ARE SAME DAY ONLY AND ONLY OPEN TO WEEKEND RENTAL WHEN PAYING THE PRICES QUOTED UNDER TIER PRICING DETAILS. A WEEK DAY RENTAL IS AN OPTION DEPENDING ON TYPE OF EVENT.

* Unless otherwise set forth above, access to the Venue for Wedding/receptions shall be as follows:

- ✓ **Rehearsal Day** (*day immediately before the Event Date*): **10am-10pm**
These hours include decorating and the rehearsal/dinner
- ✓ **Event Date** (*Hours based on times booked for event*) **9am-12am**
**Hours for decorating and bridal party to get ready on site,*
RECEPTION HOURS NOT TO EXCEED 5hrs with or without a cocktail hour, 6 TOTAL HOURS FROM START OF CEREMONY TO END OF RECEPTION*
- ✓ **Clean-Up Day** (*day immediately after the Event Date*) **10am-2pm**

GATE IS ON PROGRAM TO OPEN AND CLOSE SO IF YOU NEED IN THE BARN OUTSIDE OF THESE HOURS IT MUST BE PRE-APPROVED!!!

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All wedding party, vendor and guest vehicles must be moved from the front of the barn to parking lot "2" hours prior to your event. All guests have curb-side drop off and shuttle available to and from the lot, NO PARKING IN HANDICAPPED SPACES FOR VENDORS OR GUESTS THAT DO NOT REQUIRE THESE SPACES!! NO PARKING ON GRASSY AREAS AROUND THE BARN!

All CATERERS charge back a 15% catering fee to caterer in the venue to allow you the option to choose your own caterer, THIS FEE IS ADDED TO YOUR QUOTE ON ALL FOOD AND BEVERAGE PACKAGES.

Schedule for Total Rental Fee (for purpose of completing the pricing above)

The schedule below is based on weddings, receptions and special events of weekend rentals. Pricing for *Special Events* outside of the weekend rates (weekday rates) will be subject to a mutually agreed upon pricing schedule.

All deposits and balances made payable to Phil 4:13 Investments, LLC.

“Tier Pricing”

<u>Tier</u>	<u>Number of Guests</u>	<u>Total Rental Fee</u>
1	Up to 250	\$8000 \$9000 w/ same day coordinator
2	251-350	\$10,000 \$11,200 w/ same day coordinator
3	351-500	\$12,000 \$13,400 w/ same day coordinator
<u>Tier Peak Season/Sept.&Oct.</u>	<u>Number of Guests</u>	<u>Total Rental Fee</u>
1	Up to 250	\$10,000 \$11,000 w/ same day coordinator
2	251-350	\$12,500 \$13,700 w/ same day coordinator
3	351-500	\$15,000 \$16,400 w/ same day coordinator

The Total Rental Fee is based on the Tier selected above in the event and pricing particulars (the “Selected Tier”) – that is, the Tier selected on the date the Venue License Agreement is signed by both Licensee and Licensor. Licensee acknowledges that Licensor will incur costs and other

commitments in providing the rental such as costs for chair, table and linen rentals and the inability to rent the Venue to other persons based on the commitment to secure the Venue for the Licensee's use. Thus, Licensee may not reduce the Selected Tier at any time and regardless of the reason (e.g., cancellation, the number of guests in attendance at the event is less than expected, etc.). Licensee may, however, request an increase to the Selected Tier provided that such increase is subject to availability and Licensor's consent and further provided that Licensee shall be responsible for any additional charges due to the increase in Tier.

II. Included/Excluded Items

The following items are **included** in the Total Rental Fee based on the number of guests for the Selected Tier:

- Tables (banquet only)
- Chairs (white resins only)
- Table Cloths (white lap-length only)
- Dumpster pick-up
- ordering of table linens (dry-cleaning)
- Cleaning company fees
- Garbage bags, papertowels, toilet paper, hand soap and dish soap.
- Ice in kitchen and at bar area
- Septic clean out fees
- SUV/Shuttle vehicle to transport guests from parking area to building (on-site only)
- Onsite staff and parking crews
- Set up/tear down crews

Any items not expressly listed above are **not included** in the Total 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.**

ALL OUTSIDE RENTALS MUST GO THROUGH THE PRICKEL BARN AND NOT DIRECTLY TO THE RENTAL SERVICE AS THE PRICKEL BARN HAS TO TAKE CARE OF OPENING AND CLOSING, DELIVERIES AND PICK-UPS AND ALL VENDOR ARRANGEMENTS!!!

OUTDOOR WEDDINGS

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.**

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.

****We hope you choose “The Prickel Barn “ as your wedding location, and remember the time you have in and out of the barn is a weekend of time that is special for you and your family! It is not meant to be stressful and rushed, we are not your average venue selling a block of hours...We are a place that offers an EXPERIENCE of time you and your family will never forget!****

THINGS TO REMEMBER

- ✓ Turn in your contract to block your date
- ✓ Turn in your deposit to confirm date is booked
your date
- ✓ Be certain to have your caterer sign a catering contract
with us before you finalize your quote and contract
with them.

6 MONTHS BEFORE YOUR DATE

- ✓ Pay Your balance in full
- ✓ 500.00 damage/contract breach deposit
- ✓ Special event insurance policy with Mitch Martin
Email mem@imaagency.com

30 DAYS BEFORE YOUR DATE

THESE THINGS ARE DUE

- ✓ Additional Money if your tier increased
- ✓ Confirmation on bartender with caterer or Tom Bees
- ✓ Prickel barn follow-up form (will be sent prior to event)
- ✓ Email me photo copy of your invitation
- ✓ Forward a copy of your final catering quote

