



Tenant: _____

Day and Date of Event: _____

This Facility and Grounds Rental Agreement (“Rental Agreement”) is entered into by and between the Louisville Water Company (“Louisville Water”) and the Tenant as of this ____ date of _____, 20__.

Description of Facilities and Grounds

Facilities and Grounds: as used herein shall include the following portions of the real property (the “Property”) located at 3005 River Road, Louisville KY 40207 more commonly known as the “Louisville Water Tower” site: (1) The outdoor open space grassy area located on the east side of the central driveway leading into the Louisville Water Tower site; (2) the open space grassy area located on the east side of the Museum building; (3) and the open space areas immediately adjacent to the Museum building. The foregoing areas are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Rental Application

Tenant’s application to lease the Facility and Grounds is attached hereto and incorporated herein by reference. The representations contained in Tenant’s application as incorporated herein shall be deemed to be material representations made to Louisville Water upon which Louisville Water relied in leasing the Facilities and Grounds to Tenant.

Rental Fees Due

Description	Qty	Price	Total
Deposit			
Rental Fee			
Additional Charges			

Charges	
Subtotal	
Sales Tax	
Balance Due	

Deposit Amount Due to Louisville Water at Signing
 Total Balance Due by

Event Itinerary

- Event Date:
- Event Set-Up Time:
- Event Time:
- Event Clean-Up & Departure Time:

Term; Cancellation

The Term of this Agreement is from the date the Agreement is fully executed through . Notwithstanding the foregoing, upon payment of the required deposit and rental as prescribed above, Tenant shall be entitled to possession of the Facilities and Grounds subject to the terms of this Rental Agreement on the dates and times listed in the Event Itinerary section.

Louisville Water reserves the right to terminate this Rental Agreement upon Tenant’s or its representatives, invitees’, licensees’ or guests breach of any term, condition and/or representation set forth and/or incorporated in this Rental Agreement. In such event and not in lieu of any other remedies which may be available to Louisville Water under this Rental Agreement and/or at law, Louisville Water shall be entitled to retain the Deposit with no further obligation to Tenant. Both parties under this Agreement shall be excused



from performance for a reasonable period of time in the event of a Force Majeure, which is defined as a cause or event that is not reasonably controllable by the party claiming Force Majeure such as floods, tornados, fires, explosions, wars, riots, pandemics, terrorism, other major meteorological events and acts of God. Force Majeure does not include restraints on suppliers or other business operation interruptions.

RESTRICTIONS ON USE OF THE PROPERTY

The purpose of the event is to host [REDACTED] and the Tenant is granted the right to use the Facilities and Grounds for the foregoing purpose only. Tenant agrees to comply with the following provisions with regard to its use of the Facilities and Grounds:

- a. Tenant agrees and affirms that its use of the Facilities and Grounds shall comply with all federal, state and local statutes, ordinances and regulations (including guidelines related to the COVID-19 pandemic). [REDACTED] **initial**
- b. Tenant and Louisville Water agree to use reasonable efforts to not interfere with the other party's use of the Facilities and Grounds, but Tenant agrees and understands that other portions of the Property is still used for the production of potable water for the general public. As such, Louisville Water may have immediate need to make use of the Property and/or the Facilities and Grounds in such a way that it may cause an interruption of Tenant's use of the Facilities and Grounds. If such a circumstances occurs, Louisville Water agrees to use its best efforts to use the Property and/or the Facilities and Grounds only so much as is needed for the continued production of potable water. [REDACTED] **initial**
- c. The use of electrical power on the premises is restricted to available, functioning receptacles only. Any additional need for electrical power beyond available receptacles, such as generators, will be the responsibility of the renting party to provide and must be executed within existing codes, and administered by a Certified Electrician. Under no circumstances is it permitted to open any electrical panels or outlet plates for the purposes of any temporary wiring. Any violation of this clause or applicable electrical codes may result in the immediate termination of this Rental Agreement and all fees and damage deposit will be immediately forfeited to Louisville Water. Any liability or damage resulting from improper electrical usage shall be the sole responsibility of the Tenant. [REDACTED] **initial**
- d. Tenant further understands and agrees:
 - I. Tenant understands and agrees that Tenant and/or Vendors will not sell or distribute commercial single-use bottled water during this event. Louisville Water will make available Louisville Pure Tap® as the exclusive water product at the site; [REDACTED] **initial**
 - II. that it must obtain all liquor permits, or verify that its subcontractors/vendors have such permits, all insurance and catering, parking, security and other service personnel it requires; [REDACTED] **initial**
 - III. that it shall have one of its representatives present when necessary prior to the scheduled event to receive deliveries, admit approved personnel and otherwise be present at all times during the scheduled event; [REDACTED] **initial**
 - IV. that it shall return the Property in as good condition as it was in prior to Tenant's use of the Facilities and Grounds within one (1) day after Tenant's scheduled events, except for ordinary wear and tear of the Facilities and Grounds and/or the Property; [REDACTED] **initial**
 - V. that it has no right to sublease the Facilities and Grounds and/or any aspect of the Property; [REDACTED] **initial**
 - VI. that LWC has the right to remove or takedown any items whose message, theme, content, or appearance is deemed inappropriate, conflicts with Louisville Water's core values, or could cause a disturbance at the site; [REDACTED] **initial**
 - VII. that any tent-staking or other "staking" activity will be done at Tenant's own risk. Any damage to buried water, gas, or electrical lines will be the sole responsibility of the Tenant; [REDACTED] **initial**
 - VIII. that Tenant shall be responsible for obtaining port-o-lets, and Tenant's guests will not be allowed access to Louisville Water facility restrooms; [REDACTED] **initial**



- IX. that Tenant shall be responsible for obtaining a portable dumpster(s): Louisville Water's on-site dumpster shall not be utilized for Tenant's events; initial
- X. that no loads in the area are >40,000 lbs. is permitted; initial
- XI. that no chemical use shall occur in the area including but not limited to paints, solvents, toner cartridges, fuel storage, oils, etc.; initial
- XII. that there is no vehicle racing such as go-karts, dirt bikes, etc. permitted; initial
- XIII. the use of remote controlled air drones are prohibited on the Property and the Facilities and Grounds; initial
- XIV. that there is no vehicle drop-off prior to Event Date; initial
- XV. that it will take reasonable and necessary steps to ensure control over the Tenant's event and its patrons during the entire term of this Lease; initial
- XVI. that if Tenant requires water from a hydrant on site, it will rent a temporary meter from Louisville Water, and use this meter for all water obtained from hydrants on the Property; initial

REIMBURSEMENT FOR DAMAGES

Tenant agrees to be responsible for any damage to or destruction of the Facilities and Grounds and/or Property or any cost incurred by Louisville Water due to any loss of use caused by Tenant, other than the rental period itself, as a result of Tenant's rental of the Property, or caused by Tenant or Tenant's directors, officers, employees, contractors, patrons, invitees or guests. If Tenant causes damages or destruction to the Facilities and Grounds and/or the Property, Louisville Water may demand restoration or, at Louisville Water's sole option, repair or restore the Facilities and Grounds and/or the Property and require Tenant to pay for or reimburse Louisville Water for all such repairs or restoration. Louisville Water shall give Tenant ten (10) days' advance written notice of its intent to repair or restore the damages caused by Tenant. In addition to the foregoing, in the event that Tenant or any of Tenant's representatives, guests, invitees, or licensees damage the Facilities and Grounds and/or the Property, Louisville Water further reserves the right to terminate this Rental Agreement in its entirety. In such event, Louisville Water shall further be entitled to retain the deposit and rental fees paid against the cost of remediating any damages incurred. initial

LATE DEPARTURE & CLEAN-UP PENALTY

The Tenant will be assessed a Late Departure Penalty and/or a Clean-up Penalty fee equal to 50% of the daily rental fee to be deducted from the Tenant's Damage/Clean-up Deposit for each half-day (12am-12pm or 12pm-12am) the Tenant and/or its representatives, invitees, licensees, or guests, or Tenant's contractors, event equipment &/or supplies remain on the premises beyond the time allotted in the Rental Agreement, with the first penalty being applied immediately upon breach of the contracted time allotment. This includes any take-down, clearing, or clean-up that takes place after the time allotted in the Rental Agreement. If the Late Departure and/or Clean-up Penalty fee exceeds the Damage/Clean-up Deposit, then Louisville Water shall bill, and Tenant shall promptly pay the excess cost. initial

RELEASE OF LIABILITY; ASSUMPTION OF RISK, INDEMNIFICATION

- a. Tenant waives, releases and discharges Louisville Water, and its officers, directors, employees and volunteers and the Board of Water Works and its board members from all claims, damages, actions, causes of action and liability for any claims or damages it may claim against Louisville Water pertaining to Tenant's use of the Facilities and Grounds and/or the Property initial
- b. Tenant agrees to defend, indemnify and hold Louisville Water, its officers, directors, employees and volunteers and the Board of Water Works and its board members harmless from and against any and all claims, demands, causes of action, losses, damages, fees including attorneys' fees, fines, or penalties arising from or related to Tenant's use of the Facilities and Grounds and/or the Property or any wrongful or negligent act or omission of Tenant, its representatives, invitees, licensees, guests and/or its subcontractors in connection with the Rental Agreement initial



- c. "Claims" in sections (a) and (b) above shall include any claims related to potential exposure to or transmission of the COVID-19 virus. **initial**

REQUIRED DOCUMENTS

No later than 30 days prior to the event, the tenant must submit the following items. If the tenant fails to submit these items, this contract becomes null and void. **initial**

- a. Certificate of insurance listing Louisville Water Company & Board of Water Works et al as additional insured.
- b. Copy of alcohol beverage license.
- c. Finalized Event and grounds plan
- d. Copy of tent permit (if applicable)
- e. List of all vendors and service providers with contact information (food & alcohol vendors, security providers, bouncy houses, sound, etc.)

INSURANCE

Tenant shall provide evidence of insurance with carriers maintaining an A.M. Best rating of A- VII or better and through companies licensed in the State of Kentucky (insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law KRS 304.10-040). Proof of coverage shall be in the form of a certificate of insurance, be issued within 30 days of the event's start date, include the types and amounts of insurance designated herein, and shall name Louisville Water, its officers, directors, employees and volunteers and the Board of Water Works and its board members as Additional Insureds (for all policies except Workers' Compensation): **initial**

- a. Automobile Liability – Limits \geq \$1,000,000 covering both owned and non-owned automobiles.
- b. Commercial General Liability - Limits of \$5,000,000 per occurrence (except for music events and events with an anticipated attendance exceeding 5,000 where such limit shall be no less than \$10,000,000). Such limits may be provided through the combination of primary and excess/umbrella coverages however all excess/umbrella coverage must meet the same requirements as provided within this contract. This coverage shall be written on an occurrence basis, on a form at least equivalent to CG 00 01 for premises operations/products-completed operations/personal injury including the tort liability of others assumed in a business-related contract.
 - i. Coverage shall include Additional insured to include the Louisville Water Company, its officers, directors, employees and volunteers as well as the Board of Water Works on a form at least as broad as CG 20 11 (04 13) and a copy of the endorsement providing this coverage shall be included with the certificate of insurance provided.
 - ii. Policy shall include CG 20 01 Primary and Noncontributory endorsement, and this shall be noted on the insurance certificate
- c. Worker's Compensation - Statutory limits including Employer's Liability limits of \$1,000,000 per accident (bodily injury by accident), \$1,000,000 per policy (bodily injury by disease), \$1,000,000 per employee (bodily injury by disease).
- d. Liquor liability - Limits \geq \$2,000,000 per occurrence/\$5,000,000 aggregate (if alcohol is served).

The Louisville Water Company reserves the right to review the applicable insurance limits of tenant's subcontractors for adequacy based on the proposed use of the premises. Such review may result in a modified insurance requirement and / or Louisville Water Company being named an additional insured on the applicable policies of the subcontractors.

GENERAL PROVISIONS.

This Rental Agreement may not be assigned by Tenant, without prior written consent of Lessor. This Rental Agreement contains the entire agreement between the parties for the subject-matter herein, and it may not be modified except by a written amendment, signed by individuals with authority to bind the Louisville Water and Tenant. It shall be governed by the laws of the Commonwealth

LOUISVILLE WATER TOWER | FACILITY AND GROUNDS RENTAL AGREEMENT

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of Kentucky, and jurisdiction shall be in the state courts in Jefferson County, Louisville, Kentucky. The parties shall be excused from performance during the time performance is not reasonably possible due to flood, tornado, terrorism, war and other acts of God, but only so long as the performance is prevented; the parties' performance of this Rental Agreement shall resume within a reasonable time after the conclusion of the event causing the suspension. **initial**

I have read, understand, and agree to abide by Louisville Water Company's Facility and Grounds Rental Agreement.

Tenant Signature _____ Date: _____

Tenant Name Printed _____

Tenant Mailing Address _____

City _____ State _____ Zip _____

Louisville Water Tower

By: _____ Date: _____

Supervisor – Events & Operations

Louisville Water Company

By: _____ Date: _____

Title: _____

Approved for Legality and Form

_____ Date: _____

Vice President and General Counsel