

VENUE RENTAL AGREEMENT

This Venue Rental Agreement is entered into on _____, by and between Stella's Venue LLC ., of 560 South 4th Street, Louisville, Kentucky 40202 ("Lessor") and _____ of _____, ("Lessee").

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Stella's Venue for the _____ ("Event") to be held on _____ (Date) at _____ (Time).

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at _____ on the date of the Event and will end at _____. Please note an hourly rate of \$150 for any extension needed past the agreed-upon time slot.

RENTAL FEE

Lessee shall pay Lessor a rental fee for the use by Lessee of the Facility, the sum of \$____, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$_____ with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. The balance of the Rental Fee shall be paid in full by Lessee seven days prior to the Event.

NON-REFUNDABLE DEPOSIT

The deposit of \$_____ paid by Lessee upon the execution of this Agreement is non-refundable. In the event of a cancellation by Lessee, regardless of the notice period provided, the deposit shall be retained by Lessor as liquidated damages and not as a penalty. The Parties acknowledge and agree that the actual damages suffered by Lessor due to cancellation would be difficult to quantify accurately and that the agreed-upon non-refundable deposit is a reasonable estimation of such damages.

INSURANCE

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor, and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

INDEMNIFICATION

Lessee shall indemnify, defend, and save harmless Lessor, its officers, agents, and employees from and against any and all loss, cost (including attorneys' fees), damage, expense, and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, lessees, invitees, representatives, in, on, or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults."

ASSIGNMENT AND SUB-LICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;**
- B. Lessee fails to perform any of its covenants hereunder.**

In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice,

forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss or damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of a such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner that shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to the Event Date by providing notice of such election to Lessor. If Lessee shall elect to cancel this agreement, Lessee will be charged 100% of the deposit and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 29 days prior to Event Date, Lessee will be given an opportunity to reschedule to a different available date.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the Commonwealth of Kentucky.

SIGNATORIES

This Agreement shall be signed by _____ on behalf of Stella's Venue LLC . and by _____ (Lessee).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

Stella's Venue LLC

By: _____

Date: _____

LESSEE

"Lessee" _____

By: _____

Date: _____