



RENTAL GUIDELINES

1. EVENT TIME

For events occurring on the Henry Clay Second Floor or Henry Clay Fourth Floor, the standard rental period is five (5) hours of event time with a guaranteed three (3) hours set up and one (1) hour break down, for a total of nine (9) consecutive hours, unless noted on the rental agreement.

All event start times begin at the anticipated guest arrival time; for ceremonies, this is thirty (30) minutes prior to the ceremony start time.

All-Day Upgrade: Should the Client choose to add the All-Day Upgrade to a standard rental, the Client will have access to the rented event space(s) from 10:00AM (on the event day) to 1:00AM (the day following the start of the event); this will supersede the standard rental period. The Client may use the space(s) as desired during this time. All set up and breakdown must occur during the 10:00AM to 1:00AM time frame. Additional hours extending beyond the timeframe are subject to availability and standard fees. All events must end by 12:00AM the morning following the start of the event with clean up finished by 1:00AM.

Additional event hours may be added to a standard rental at any time before or during the event at a rate of \$300 per hour. Additional hours added during the event are subject to approval by the venue staff on duty, as well as any event vendor affected. All events must end by 12:00AM the morning following the start of the event with clean up finished by 1:00AM.

Additional set up/break down hours may be purchased at a rate of \$300 per hour on the event date. Additional set up hours are based on availability. Should the Client wish to purchase the day prior to the event date for set up, this may be done for a cost of \$1500 per floor for access from 10:00AM to 5:00PM. The set up day prior to the event date may only be added 30 days or less before the event date.

Tours and meetings with other Clients will be held Tuesday through Saturday and may occur during an event's set up time. Henry Clay Events will be very aware of an event's timeline to minimize disruption of set up. Tours and meetings will not occur during the event time.

Holiday rates will apply to select dates that fall on holidays, days adjacent to holidays, and days of Henry Clay Events' discretion (ex: Thunder Over Louisville, first Saturday in May and previous Thursday and Friday {Derby Week}, Sunday before Memorial Day, Fourth of July, Sunday before Labor Day, New Year's Eve, etc.).

Any public events (i.e. events in which tickets are sold, events open to the general public, events where private invitations are not sent) are required to rent both second and fourth floors of the Henry Clay. Public events will not have the opportunity to rent only the second or fourth floors.

Prices and inclusions are subject to change without notice prior to the execution of a rental agreement.

The Henry Clay building is a mixed-use building and co-current events can occur at the same time. Signage will be placed in the Lobby to direct guests to their appropriate locations.

2. PAYMENT PROCEDURES

Henry Clay Events requires prepayment of event costs before any event occurs. A fifty percent (50%) non-refundable first payment is required within seven (7) calendar days of receiving the rental agreement. A signed rental agreement and first payment are required to secure the event space on (a) specific date(s).

The non-refundable first payment will be applied to the total balance due. The remaining balance is due thirty (30) calendar days prior to the event; at that time a completed credit card authorization form will be required. An invoice will be sent for any costs incurred after the final balance has been paid. Additional charges may be incurred for a variety of reasons such as: additional hours added at the event, unscheduled docking fees, last-minute changes affecting personnel schedules, numerous revisions, and damage to facilities, among others. The invoiced amount will be charged to the credit card on file one week after the invoice has been sent if no further communication has been received from the Client.

Forms of payment include cash, check, and electronic bank transfers. **All checks should be made payable to “Henry Clay Events.”**

All payments are non-refundable, including but not limited to first payments, subsequent payments, payments for additions, payments for decor, and final payments.

All payments made within fourteen (14) calendar days of the event must be paid with cash or certified check. In the event full payment is not received seven (7) calendar days prior to the event date, the Client acknowledges and agrees that Fleur de Lis Events and Design LLC/Henry Clay Events shall have no further obligation to the Client; therefore, canceling the event without the return of any payments or option to rebook.

In the event any check is returned for insufficient funds, a returned check fee of \$100.00 will be imposed. The Client will be responsible for all costs incurred in the collection of delinquent accounts, including reasonable attorney fees, finance charges, etc.

Events booked within thirty (30) calendar days of the event date must be paid in full when the rental agreement is executed. The amount paid is non-refundable, and additional payments are subject to the guidelines contained herein.

All rental fees and additional fees are subject to all current state and local sales tax. Tax exempt organizations must pay Henry Clay Events directly and must provide tax exemption documentation when the rental agreement is executed in order to receive this exemption.

3. CANCELLATIONS

All payments are non-refundable, including but not limited to first payments, subsequent payments, payments for additions, payments for decor, and final payments.

Should the event be canceled by the Client more than one-hundred and twenty (120) calendar days prior to the event, the Client will have the opportunity to rebook a future event (on any available day other than the originally contracted date) at the original facility. All monies paid will be applied to a new rental agreement subject to any price and guideline changes. Monies available will only be applied to space rentals and additional time determined prior to the execution of the new agreement. If the monies paid exceed the total of the new rental agreement, the additional monies will be forfeited and will not be made available for additional items such as florals and decor. The new rental agreement must be executed prior to the original event date. After the original event date has passed, all monies and all opportunity to rebook will be forfeited. The Client will only be able to cancel and rebook one time.

If the event is canceled by the Client one-hundred and twenty (120) calendar days or fewer before the event date, the Client is responsible for any remaining balances and will have no option to rebook. A completed credit card authorization form will be required along with the official cancellation document.

All cancellations must be confirmed in writing (email is acceptable; info@henryclayevents.com) by the Client/Renter listed on the rental agreement. Once written intent of cancellation has been received by Henry Clay Events, a cancellation document will be sent for acceptance along with a credit card authorization form. The date of cancellation will be determined as the date the cancellation document and credit card authorization form are received completed from the Client.

If any event is to be canceled or postponed due to extreme weather conditions, Henry Clay Events must be notified at least twenty-four (24) hours in advance and the final decision will be at the discretion of Henry Clay Events. If accepted, the Client will then be able to reschedule, without penalty, for another available date within six (6) months of the original event date. Any additions, such as floral and decor items will be re-billed should the Client choose to add the items; no credits can be given for "unused items" due to extreme weather conditions.

4. FORCE MAJEURE

Should events, unknown at the time of executing the rental agreement, beyond the reasonable control of Fleur de Lis Events and Design LLC/Henry Clay Events and the Client, including but not limited to: (1) acts of God, (2) war, including armed conflict, (3) government regulation or advisory (including travel advisory warnings by the government, World Health Organization, or limitations on gatherings), (4) quarantine, (5) civil disturbance in the local area, (6) strikes, (7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect attendees from attending the event,

(9) disaster, fire, earthquakes, tornadoes, (10) unseasonable extreme inclement weather, (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, or (12) any other comparable conditions that occur either in the location of the event or in the counties or states of origin of at least 60 percent of the guests or along their routes of travel, making the event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under these guidelines as the Parties originally contracted, the affected Party may terminate the rental agreement, without liability, upon written notification. The Client may choose to postpone the event to another available day adhering to the current guidelines and pricing at the time of rebooking. If the Client chooses not to rebook within thirty (30) days of the written notice, all monies paid will be forfeited and not made available to be used on a new agreement. Notice under this provision may be given at any time in advance of the event provided that the notifying Party has met the requirements of this provision.

5. SET UP AND BREAK DOWN

All venue equipment set up and break down will be provided by Henry Clay Events. Any items not provided by Henry Clay Events are the responsibility of the Client/Vendor for set up and removal. All décor, rentals, equipment, and event related items not provided by Henry Clay Events are to be removed from the premises immediately following the event; Fleur de Lis Events and Design LLC/ Henry Clay Events are not responsible for items left after the event.

All trash must be removed from the facilities at the end of the event and may be placed in the provided, on-site dumpster; this includes all areas utilized by the event. Please note that while 32 gallon trash cans on wheels are provided, trash bags are not provided by Henry Clay Events; trash bags must be provided by the Client/Vendor(s). A minimum fee of \$500 will be applied if the space has not been properly cleared post-event which includes, but not limited to, trash, boxes, decor, rentals, and other items without prior approval.

6. VENUE EQUIPMENT

Henry Clay Events will provide the following items unless otherwise specified on the rental agreement:

Henry Clay Second Floor

50: 60" Round Tables 1: 48" Round Table 20: 72"x30" Tables
500: Wooden Chairs
50: 85"x85" Linens in either Black or Ivory for the 60" Round Tables

Henry Clay Fourth Floor:

30: 60" Round Tables 1: 48" Round Table 20: 72"x30" Tables
300: Wooden Chairs
30: 85"x85" Linens in either Black or Ivory for the 60" Round Tables

The rental of both, second and fourth floors, will include all equipment listed for each floor. Equipment must remain on its respective floor.

The rental agreement will list all items that are included in the rental; the Client is not required to

use all items, nor will unused items be visible in the event space(s) during the event. Equipment, including the standard equipment listed above or any additionally rented items, will not be moved/re-located during the event.

Declining to use items included in the rental of the space will not result in a credit, discounted rate, or deduction in balance due.

Various furniture, artwork, planters, and instruments are throughout the Henry Clay building. These items cannot be moved or removed from their location. Furthermore, there is no guarantee that said items will always be present as they are not owned by Henry Clay Events.

PLEASE NOTE: There are no refrigerators or freezers available in the catering prep space.

Wireless internet service is available at each facility; login information will be provided the day of the event to the day of contact established at the final meeting. Requests for additional technological services (phone line, internet hard lines, etc.) must be made in advance and may be provided for a charge. Please note that internet service is not guaranteed and may be subject to outages not controlled by Henry Clay Events.

7. LOUNGES

The Second Floor will include one lounge space that may be utilized by the Client on the event date. The Fourth Floor will include two lounge spaces that may be utilized by the Client on the event date. These spaces are included in the rental of either the second or fourth floor rentals. Access to additional lounges can only be obtained by renting the additional floor, if available. Access to the Lounge(s) will begin at 10:00AM on the event date regardless of the access time to the event spaces. Each Lounge will be outfitted with a digital, keypad lock for the Client to secure their belongings. This code will only be given to the Client or day of contact on the event date. The code should only be shared with trusted individuals who need access to these spaces.

Each lounge is outfitted with various furniture that must remain in the Lounges. The Client may provide food in the Lounges that is outside of the caterer purview. A limited amount of alcohol may be consumed in the Lounges prior to the bar services arrival. Once the bar service is on site, all alcohol must be given to the bar service to control distribution through the remainder of the event. Any alcohol found in the Lounges after the bar services arrival will be removed and placed in care of the bar service.

8. HENRY CLAY COURTYARD

Henry Clay Courtyard is included only with the rental of the Henry Clay Fourth Floor. Henry Clay Courtyard cannot be rented independently. Access to Henry Clay Events Courtyard is not permitted for any reason unless rented. If any equipment is needed for this space, it will be part of the equipment included in section six under Henry Clay Fourth Floor.

In the event Henry Clay Events Courtyard is not usable due to weather, no refunds or further accommodations will be made. Tents are not permitted in Henry Clay Courtyard. Smoking in Henry Clay Events Courtyard is strictly prohibited.

9. REHEARSALS

Rehearsals for ceremonies may be scheduled based on the availability of the facility and are subject to the rehearsal fee. Rehearsal inquiries may be made at any time after the execution of the rental agreement, but will be subject to availability until thirty (30) days prior to the event date. If a rehearsal inquiry is made, the Client will be notified as soon as possible should the event space be booked by another Client on the requested rehearsal date prior to the official confirmation. After official confirmation and payment of the rehearsal fee, the Client will be granted access for one (1) hour of time in the space being used for the ceremony.

10. PARKING

Parking is included with all rentals at Henry Clay Events. This parking is reserved via a third party vendor. Parking is based on a first-come, first-served basis and parking spaces can not be reserved. All parkers must abide by all posted placards. Fleur de Lis Events and Design LLC/Henry Clay Events is not responsible for any incidents that may occur in a parking lot or because of parking at The Henry Clay.

11. VENUE STAFF

A representative from Fleur de Lis Events and Design LLC/Henry Clay Events will be available throughout the length of the Client's event and can be reached by calling or texting the office number (502.676.3032) should they not be immediately seen during the event. The venue staff will have final say on all matters dealing with or concerning the venue and property including, but not limited to sound levels and occupancy levels. The venue staff may not be someone that the Client has met or interacted with prior to the event date.

12. SECURITY

Security personnel will be provided for event occurring at the Henry Clay. Additional security personnel will be required for events hosting more than 450 guests or public events and will be the responsibility of the Client. If additional security is required, the additional cost will be billed to the Client from Henry Clay Events.

13. PHOTO/VIDEO RELEASE

Fleur de Lis Events and Design LLC/Henry Clay Events reserve the right to use images of your event for marketing purposes.

There are security cameras throughout all event spaces.

14. DAMAGE

Any damage to Fleur de Lis Events and Design LLC /Henry Clay Events properties, or The Henry Clay building beyond normal wear and tear will be billed to the Client. The Client is responsible for the repair and/or replacement cost associated with such damage. Vomit located in any area of the

building that is not properly cleaned up prior to the end of the event will result in an automatic \$300 excessive cleaning fee per occurrence.

15. PERMITS AND LAWS

The Client understands that they are fully and solely responsible for the event and the actions of their guests and vendors while at Henry Clay Events. It is the Client's responsibility to follow all laws, mandates, requirements, and restrictions that are imposed on a federal, state, or local level on the event date.

If the Client's event requires a permit or license from any local or state government entity, the Client agrees they will secure all necessary permits/licenses at the Client's expense. Furthermore, it is the responsibility of the Client to know if a permit is needed for the hosted event. All special event permits and licenses need to be provided to the venue at least twenty-four (24) hours before the event start time.

According to Kentucky State's Alcohol Beverage Law, it is illegal to serve alcoholic beverages to anyone under the age of 21 years. Both, the Client and the event's bar service, are responsible for observing and enforcing all alcohol related laws; Fleur de Lis Events and Design LLC/Henry Clay Events are not responsible. The bar service reserves the right to refuse service to individuals appearing to be intoxicated. Alcoholic beverages are not to be taken outside of Henry Clay facilities. All alcoholic beverages must be served by a licensed and insured bar service with valid permits; self-service of alcoholic beverages is strictly prohibited, including but not limited to, champagne walls/towers, wine service on dining tables, and alcohol favors on dining tables. All bar service of beer, wine, and liquor must end at least thirty (30) minutes prior to the end of the event; the bar may remain open to serve non-alcoholic beverages until the end of the event.

Smoking or the use of e-cigarettes is not permitted anywhere inside the facilities or within fifteen (15) feet of entry doors.

16. INSURANCE

All Clients are required to furnish an event certificate of insurance (special event insurance) in the amount of at least \$1,000,000. All requested vendors (i.e. any person(s) providing a service for the Client either professional or amateur) are required to furnish a certificate of liability insurance in the amount of at least \$1,000,000. All insurance should name "Fleur de Lis Events and Design LLC dba Henry Clay Events, and all its members, agents, servants and employees as additional insureds on a primary and noncontributory basis." Please use the following e-mail address to send all certificates to: info@henryclayevents.com.

All bar service providers must provide a certificate of liability with liquor liability and certificate to serve in the state of Kentucky. If the bar service is unable to provide liquor liability coverage, it is required that the Client purchase an insurance policy with host liquor liability. Bar services without certificates to serve will not be permitted at the facility.

Copies of insurance, licenses, and employee permits must be on file at least fourteen (14) calendar days prior to the event date. Failure to provide necessary documentation will result in the vendor either not allowed to operate or, if permitted, will operate at the risk of the Client; therefore, all damages and incidents will be placed on the Client. Should the proper liquor liability insurance or proper certificates not be provided, no alcohol of any kind may be at the event.

Fleur de Lis Events and Design LLC/Henry Clay Events will not be held liable for damages or incidents caused by the Client, guests of the Client, or the Client's contracted/non-contracted vendors before, during, or after the event. The Client is responsible for all actions of their guests and vendors. Any damages caused by guests or vendors will be the responsibility of the Client.

17. CATERERS AND BAR SERVICES

All arrangements with caterers/bar services are the responsibility of the Client who will need to keep venue staff informed of the caterer's arrival time and set up needs. In the event the caterer/bar service is not staying throughout the scheduled event time, or should food be provided by the Client, or food is being delivered/dropped off, all "catering/bar service responsibilities" will fall to the Client (see below.)

Caterer/Bar Service Responsibilities: The caterer/bar service will have access to a preparation area for food staging. This area will include running water in the form of a large sink and hand sink, work tables/counters, and trash cans (32 gallon on wheels). All other equipment, including trash bags and carts, needed by the caterer/bar service will be the responsibility of either the Vendor or Client. The caterer/bar service (and Client) are responsible for returning the preparation area back to its original condition following the event. All trash must be placed in the on-site, outside dumpster at the end of the event. All rentals being delivered to and/or picked up from the facility must be within the rental period contracted by the Client. Any rental deliveries/pick ups outside of the rented timeframe will either be refused or will incur an unscheduled docking fee charge.

Please note that the rental times stated on the rental agreement include both caterer/bar service preparation and clean up times.

A limited amount of alcohol may be consumed in the Lounges prior to the bar service arrival; all alcohol must be placed with the bar service once on site.

If beer, wine, or alcohol is being provided by the Client, once those items are placed in the event space, access to those items for consumption are strictly prohibited until the event start time has elapsed and has been served by the bar service. Failure to follow this requirement may result in all alcohol being removed from the space and no alcohol served during the event.

18. EVENT VENDORS/CLIENT RESPONSIBILITIES

The Client is responsible for all arrangements for food and beverage, decorations, entertainment, equipment needs, event coordination services, and other event related services. A list of all event vendors including primary contact and contact information (email and phone number), will be required at least thirty (30) days prior to the event. Henry Clay Events has final approval of all vendors

contracted by the Client. All event vendors/Clients are responsible for operating under the following guidelines:

Vendors/Client will have guaranteed access to the rented facility at the time indicated on the rental agreement. Additional set up time may be purchased as detailed in Section 1.

Vendors/Client are responsible for the set up/break down of all event-related equipment, unless provided by Henry Clay Events. All equipment and decorations must be removed immediately following the event. Henry Clay Events is not responsible for the loss of or damage to any equipment left in or around the facilities.

Vendors/Clients must abide by all fire codes and regulations. The blocking of exit doors, fire extinguishers, fire alarms, egress routes, or emergency exits is strictly prohibited. The venue staff has the final say on such matters. The use of fog machines and haze machines are prohibited.

Vendors/Client are responsible for providing all equipment needed to load-in and load-out of the building including, but not limited to, carts, dollies, ramps, ect. These items will not be provided by the venue under any circumstance. The loading area for the Henry Clay is located at the rear entrance of the building. Vehicles are not to be let unattended and must abide by all posted placards. Should the Client or a Vendor require extended parking (24 hours or less), space may be reserved in the rear of the building for an additional cost.

The use of confetti, glitter, birdseed, rice, and/or anything of the sort are not allowed inside or outside the premise. The use of artificial petals are not allow outside, in Henry Clay Events Courtyard. The use of any of the prohibited items, previously listed, will result in an automatic excessive cleaning fee of at least \$300. The use of cold spark machines, fog machines, hazer, or anything of the such are prohibited at the facility. The use of sparklers are prohibited inside and outside of the the building.

No vendor/Client may hang items from the ceiling. Items may be hung from the ceiling by Henry Clay Events and will result in an additional expense. Henry Clay Events will have final say on all items that are to be hung; advance notice of such items will be required. Nothing may be adhered to any wall, ceiling, floor, door, window, table, or chair.

All electrical and data cords must be properly secured with gaffer's tape; no other type of tape will be allowed.

All flames (candles) must be enclosed (in a fireproof container taller than the flame) and clean-burning.

The Client will be required to name a "day of contact" and provide contact information including email and phone number. In the event of a wedding, we request this person not be an individual getting married that day. This individual should be present and coherent throughout the

duration of the event. This person will be who Henry Clay Events communicates with on the event date, acting in place of the Client for minor adjustments, questions, and have the ability to approve additional charges for added items, if needed.

The Client is responsible for the actions of any vendors or other agents, including but not limited to caterers, photographers, entertainers, decorators, and audio-visual companies contracted or not-contracted for the event. Any damages beyond normal wear and tear will be billed to the Client, even if caused by an event vendor. Any event vendor causing damage will not be allowed back in the facility until damage, repairs, and payments are complete.