

MOONLIGHT FIELDS EVENT LEASE AGREEMENT

5028 Ashgrove Pike
Nicholasville, Kentucky 40356

This Agreement is made and entered into this ____ day of _____, 2012, by and between Moonlight Fields, LESSOR of 5028 Ashgrove Pike, Nicholasville, Kentucky 40356 and _____, LESSEE, of _____.

The premises leased is not the entire premises known as Moonlight Fields but is limited to and known as Moonlight Fields’ Event Space, more particularly described in Exhibit A - EVENT SPACE DESCRIPTION. The EVENT SPACE is leased to the LESSEE for the LESSEE’S event on the ____ day of _____, 201_ between the hours of _____ and _____. The LEASE FEE for this term shall be _____, payable as follows: LESSEE shall pay 50% upon the signing of this agreement; the balance in full shall be paid on or before sixty (30) days prior to the LEASED DATE. The LESSOR and LESSEE further agree that the EVENT SPACE is leased according to the following terms and conditions:

1. EVENT SPACE CONDITION – The LESSEE acknowledges that he or she has done a complete walk through of the EVENT SPACE, has read the description as provided in Exhibit A and accepts the EVENT SPACE “as is.” LESSOR shall in its sole discretion have the right to make any alterations to the EVENT SPACE that are required or desired by LESSOR prior to LESSEE’S event. LESSOR reserves the right to make alterations to the EVENT SPACE without notification or approval of LESSEE. In addition, the LESSOR maintains the farm and landscaping to highest standards possible but will not alter, replant or water at the LESSEE’S request. LESSEE accepts the EVENT SPACE “as is.”

2. FEES – The LEASE FEE set out above includes only the EVENT SPACE and only the time leased. It does not include LESSOR’S personnel or personal property. In the event LESSEE does not use the entire leased time, LESSOR shall not refund any part of the LEASE FEE. LESSEE shall not occupy the EVENT SPACE more than the leased time. In the event LESSEE

uses the EVENT SPACE prior to or after the leased time, then LESSEE shall pay to LESSOR one hundred dollars (\$500.00) per hour and shall pay any and all other damages which LESSOR might incur.

INITIALS

3. CANCELLATION – LESSEE or LESSOR may cancel this agreement on or before ninety (90) days prior to the LEASED DATE with written notice to the other party mailed to the address as set out above. However, if the LESSEE cancels this agreement on or before ninety (90) days prior to the LEASED DATE an administrative fee of ten (10%) percent of the LEASE FEE shall be retained by the LESSOR. If LESSEE gives notice of cancellation less than 90 days prior to the LEASED DATE then the entire deposit which is equal to fifty (50 %) percent of the LEASE FEE shall be forfeited by LESSEE to the LESSOR. If the notice of cancellation is made by LESSEE sixty (60) days or less prior to LESSEE’S LEASED DATE, then LESSEE shall forfeit the entire LEASE FEE to the LESSOR.

4. ADDITIONAL FEES – (a) The LESSOR requires a Cleaning Deposit/Fee of \$200.00 to be paid by the LESSEE at the signing of the Event Lease Agreement. The LESSEE is responsible for the removal of all decorations and catered food and supplies and all trash around the EVENT SPACE. This must be completed to the LESSOR’S satisfaction in order to receive the full \$200.00 Deposit Refund. If LESSEE chooses not to use the \$200.00 as a deposit, the \$200.00 will be kept by LESSOR and used as a cleaning fee.

5. SET UP - Tents may be set up 48 hours prior to the event date. Tents shall be removed no later than the next business day following the event. Tent set up times must also be approved in writing by LESSOR’S agent.

6. DAMAGES - The LESSEE is liable for all damages, expenses, and losses including theft and property loss caused by any person--either negligently, intentionally or unintentionally--who attends, participates in, or provides goods and services connected with the LESSEE’S use of the EVENT SPACE and all of the LESSOR’S personal property. All costs shall be assessed by LESSOR and charged to the LESSEE. The LESSEE is responsible for maintaining LESSOR’S

EVENT SPACE and the adjacent areas during the event. The LESSEE must return the EVENT SPACE and the adjacent areas to the same clean condition prior to the LESSEE'S use.

7. INDEMNIFICATION - (a) The LESSEE agrees to indemnify and hold harmless, LESSOR and its employees, agents, and representatives from any liability, claims, damage, loss, or expense (including attorney's fees and court costs) relating in any way to the event or caused by the use of the LESSOR'S EVENT SPACE by the LESSEE, the LESSEE'S guests or invitees, and the LESSEE'S agents such as caterers, musicians, and others who are working for or with the LESSEE. (b) The LESSEE warrants that the event is lawful and that all necessary license(s), if any, have been or will be obtained for the event. The LESSEE shall strictly adhere to all Nicholasville ordinances, laws and codes, including the office of the Fire Marshall. The LESSEE agrees to hold LESSOR and its employees, agents, and representatives harmless from any liability or damages arising by any failure to comply with the provisions of this paragraph. (c) The LESSOR and its employees, agents, and representatives shall not be liable for, and the LESSEE agrees to indemnify and hold LESSOR harmless from any loss of merchandise or personal property or other missing or damaged articles claimed to have been in or on LESSOR'S EVENT SPACE prior to, during, or after the event.

8. ACTS OF GOD AND OTHER CONDITIONS - The LESSEE agrees that neither LESSOR nor, any affiliated organization, its officers, directors, members, employees, agents, and representatives shall be liable for losses and or damages, including consequential damages, detention, delay, or failure to perform in the whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority, including any local legislation regarding liquor license or building code requirements. Neither shall LESSOR be liable for any loss or damages to LESSEE resulting from LESSOR'S sale, assignment or transfer of its business or real property.

9. SELECTION OF CATERER AND VENDORS – (a) A complete list of all caterers and vendors to be hired by LESSEE must be submitted to LESSOR at least 30 days prior to the event.

(b) LESSEE must provide detailed event plans to LESSOR’S Event Coordinator at least 30 days prior to the event including scheduled pickup and delivery times for caterers and vendors.

10. MOONLIGHT FIELDS PERSONNEL – LESSOR’S agent shall do a walk through of the EVENT SPACE with LESSEE prior to the signing of the agreement. LESSOR’S staff members shall be on site on the date of the event to supervise and ensure the proper use of the EVENT SPACE by LESSEE and guests. LESSOR does not provide an event planner for the LESSEE.

11. MISCELLANEOUS PROVISIONS - Advertising and Media - Any and all local, national or international advertising, news releases, media coverage or other publicity referring to LESSOR, or any event happening at LESSOR’S EVENT SPACE or on its grounds must be pre-approved in writing by LESSOR and coordinated with the LESSOR’S Event Coordinator, including holding a press conference or inviting media to cover an event.

12. GOVERNING LAW - This agreement shall be governed and constructed in accordance with the law of Kentucky.

13. ASSIGNMENT - This agreement may not be assigned in whole or in part by the LESSEE except with prior written approval by LESSOR.

14. MERGER – AMENDMENT - This agreement and its attachments (Exhibits A-E) constitute the entire understanding between the parties. This agreement may only be amended in writing signed by both parties.

Print Name - LESSEE

Date

Signature – LESSEE

Date

LESSOR

Date

MOONLIGHT FIELDS EVENT SPACE DESCRIPTION

EXHIBIT A

Standard Agreement Includes:

INITIALS

Rental Fee provides access to the following:

- | | |
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| <ul style="list-style-type: none"> ▪ All back yard space ▪ Patio ▪ Photo Barn ▪ Love Shack ▪ Garden area | <ul style="list-style-type: none"> ▪ Front yard ▪ Front paddock for parking ▪ Outside electrical outlet at electrical pole, patio and Love Shack |
|---|---|

___ \$2000.00 weekend rate

___ \$1000 weekday rate

Standard Agreement does not include access to the house, back paddock or office building.

Requirement 1:

Grounds Attendant – All weddings over 40 guests are required to have a Grounds Attendant provided by Moonlight Fields who will oversee the property during the ceremony, reception and vendor set up. Cost is \$250.00.

Requirement 2:

Parking Attendant – All weddings over 40 guests are required to have a Parking Attendant provided by Moonlight Fields who will direct traffic in and out of front paddock. Cost is \$150.00.