



## CLUBHOUSE LEASE AGREEMENT

This Lease is entered into this date by and between BUFFALO TRACE DISTILLERY ("Lessor") and \_\_\_\_\_ ("Lessee").

In consideration of the leasing of the Clubhouse and of the mutual agreements herein contained, each party to this Agreement agrees as follows:

Section 1. Acceptance of Lease. Lessee agrees to pay Lessor the rentals stated below at the times and in the manner stated.

Section 2. Term. The term on this lease shall be for a period of time commencing at \_\_\_\_\_ and ending at \_\_\_\_\_ on \_\_\_\_\_.

Section 3. Basic Rent.

Lessee shall pay Lessor basic rent in the sum of \$\_\_\_\_\_ for an initial 4 hour period. Please make checks payable to Buffalo Trace Distillery. The basic rent shall be payable as follows:

50% in advance, which must accompany a signed copy of this lease, due within 10 days of receipt of this lease;

50% balance within 14 days of lease date;

Lessee agrees to pay an additional fee of \$\_\_\_\_\_ per hour, or any part of any hour that the Clubhouse or Clubhouse lawn is occupied beyond the initial 4-hour term;

Lessee agrees that failure to return this lease duly signed and accompanied by a 50% deposit may result in the loss of Lessee's reserved date. Lessee further agrees that its failure to remit the 50% balance within 14 days of the lease date may subject this lease to termination, without refund of any deposits previously made by Lessee, and without liability to the Lessor. Holiday rates may apply.

Section 4. Use of Premises.

Lessee shall use the Clubhouse for the purpose of \_\_\_\_\_ and for no other purpose whatsoever without Lessor's prior written consent. **(Estimated number of guests: \_\_\_\_\_.)** Lessee agrees that Lessor has the right to remove Lessee's guests from the premises for trespassing in areas outside of the leased areas, as described in **Schedule 1**, and/or not following Lessor's oral or written instructions regarding safety, and further agrees that Lessor has the right to prosecute Lessee or its guests for theft of, or damage to, Buffalo Trace Distillery property.

Lessee will not make any unlawful or improper use of the Clubhouse; do anything or permit anything to be done upon or about the Clubhouse in any way tending to create a nuisance or a fire hazard; will not sell or permit the sale of any spirituous, vinous or malt liquors, except such as Lessee or its catering service may be licensed by law to.

Lessor and Lessee agree to abide by the terms, conditions and mutual obligations as set forth in **Schedule 1** attached to this Agreement.

Section 5. Lessor's Right of Entry. Lessor may, at any reasonable time enter the Clubhouse for



the purpose of inspecting its condition, or for any other lawful purpose.

Section 6. Right of Assignment. Lessee will not assign, transfer, or dispose of this lease, sublet, or permit any other person to occupy the premises without the prior written consent of Lessor; this lease is personal to Lessee. Any assignment, transfer or disposal of this lease is null and void, and may subject the lease to cancellation without benefit of refund of any and all sums previously paid by Lessee.

Section 7. Signs. Lessee will not use the inside or outside walls of the Clubhouse or the grounds of Buffalo Trace Distillery for the purpose of placing signs, banners, or any other items for any purpose whatsoever without the prior written consent of Lessor.

Section 8. Cancellation. The Agreement may be canceled without penalty or cost by the Lessee at least 180 days before the date of the scheduled event. Please see chart below for cancellation notice and return fees. All cancellations shall be in writing and effective upon receipt.

<b>Cancellation Notice</b>	<b>Return Fees</b>
Over 180 days (6 mos.) notice prior to event starting	100% of any fees and rental charges paid to date
179 days to 90 days notice prior to event starting	50% of any fees and rental charges paid to date
Less than 89 days notice to event starting	0% of any fees and rental charges paid to date

Section 9. Liability. Lessee agrees to and shall indemnify and hold Lessor harmless against any and all losses, claims and demands arising from the negligence of Lessee, his agents, invitees and/or employees, as well as those arising from Lessee's failure to comply with any covenant of this lease on Lessee's part to be performed, and shall at Lessee's own expense defend Lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action.

Section 10. Indemnification. Lessee shall indemnify and hold Lessor harmless from any and all losses, damages, suits, penalties, costs, liability and expenses (including, but not limited to reasonable investigation and legal expense) arising out of any claim for loss or damage to any property, including the subject property, injuries to or death of persons by reason of Lessee's activity and use of the property.

Section 11. Catering Policy and Kitchen Use. Lessee must have a licensed caterer with liability insurance that has been approved by Lessor. The caterer is solely responsible for cleaning the kitchen and removing all trash associated with food service in both the kitchen and main dining space. The caterer is required to complete the cleaning checklist in kitchen and do a walk through with Buffalo Trace event staff prior to leaving. Failure to comply with this requirement will result in the assessment of a \$350.00 cleaning fee to Lessee. If caterer is not approved, Lessor may, at its sole discretion exercise its right to refuse kitchen and all facility usage.

Sections 12. Tents. Tents are not permitted to be used on Buffalo Trace property.



Section 13. Force Majeure. Performance of this agreement between the Lessor and the Lessee is subject to acts of God, weather, catastrophes, war, government regulation, disaster, fire, strikes, civil disorder, terrorism, labor disputes, travel advisories, earthquakes, and any law, ordinance, rule or regulation which becomes effective after the date of execution of this agreement which may adversely affect attendance and/or other circumstance or emergency making it inadvisable, illegal or impossible to provide the Lessor or to hold the event. This contract may be terminated by the Lessee or the Lessor without liability for any one of such reasons by written notice. Furthermore there shall be no right to termination for the sole purpose of scheduling another event's function at Buffalo Trace Distillery.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSEE

By: \_\_\_\_\_

Name:



### SCHEDULE 1

Obligations of Lessor. Lessor agrees to:

- Provide a clean lease area, lease area to includes the second floor main room, second floor bar area, second floor bathrooms, outside balconies, first floor kitchen and the garden areas immediately surrounding the Clubhouse,
- Provide access at least 4 hours, and wherever possible a greater period of time, to Lessee for set up of Lessee's event,
- Provide access to tables and chairs

NOTE: We allow use of the lower level of the clubhouse upon request after 2pm the day of your event as a courtesy and at no additional charge. Before 2pm, the lower level is used as an employee break room.

Obligations of Lessee. Lessee agrees to:

- Be responsible for setting up additional tables and chairs, and for all decorating of the Clubhouse other than as it is kept in the ordinary course of business,
- For events with food and beverage service, hire a licensed caterer that is approved by Buffalo Trace,
- Clean up the area after the event, including pick up of trash and removal to dumpster, clean-up of sinks in the bar area, and removal of all decorations, and returning all furniture back to original place,
- Refrain from nailing, stapling, tacking or gluing anything whatsoever to Buffalo Trace property.
- No fireworks, including sparklers to be lit on the property at ANY time,
- Refrain from moving any pictures or furnishings other than tables and chairs provided for seating without the express prior written permission of Buffalo Trace Distillery,
- Not interrupt Buffalo Trace Distillery employees, other than those employees expressly designated to Lessee,
- Not place a tent on the property,
- Party must end at decided upon end time, and all clean-up and teardown must completed within 1 hour of event completion.
- 15 minute parking in front of the clubhouse for loading/unloading purposes only. After 15 minutes, all vehicles must be moved to designated parking areas. 2 vehicles allowed inside the distillery at a time.



Primary Contacts:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Approved caterer responsible for kitchen cleaning at end of the event:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please remit this signed agreement with your 50% deposit (**payable to Buffalo Trace Distillery**) to:

**Rebecca Hobbs**  
**Distillery Events Associate**  
**Buffalo Trace Distillery**  
**113 Great Buffalo Trace**  
**Franklin County**  
**Frankfort, KY 40601**  
**rhobbs@buffalotrace.com**