



## **FACILITY EVENT APPLICATION AND LICENSE AGREEMENT**

This Agreement is duly made and entered into as of the Effective Time (defined below), by and between **Knob House, LLC** (hereinafter, "Knob House"), and **Lessee** (identified below);

WHEREAS, Knob House permits usage of its facilities located at 1024 Hwy. 662 W, Newburgh, Indiana (the "Facility") to eligible parties through personal, corporate and institutional outlets;

WHEREAS, the undersigned lessee (the "Lessee") applies for use of the Facility and after having read the Knob House Terms and Conditions for the Facility attached hereto (the "Terms and Conditions"), represents and warrants the following information:

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

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

Event Date: \_\_\_\_\_ Start time: \_\_\_\_\_ *am/pm* End time: \_\_\_\_\_ *am/pm*

Purpose of event: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, including the recitals, representations and warranties, which are incorporated into the body of this Agreement and made part hereof, the parties now mutually agree and understand as follows:

1. The person signing for Lessee is an authorized agent for the organization for this event, or the Lessee themselves, and authorized to enter into this Agreement
2. Knob House will provide use of the Facility to Lessee on the Event Date during the times set forth in the Terms and Conditions subject to the Terms and Conditions, which Lessee has read and agrees to be bound. The Terms and Conditions are

incorporated into the body of this Agreement and are material terms to this Agreement.

3. Until this document is accepted and signed by Knob House (the “Effective Time”) it shall be deemed only an application for a reservation of the Facility and not a binding agreement. If (i) the Deposit is not received in full by Knob House and (ii) this document is not executed by Knob House within ten days of the submission of this document to Knob House, Lessee’s application shall be deemed rejected. Upon acceptance by Knob House, the Facility will be reserved for Lessee’s use during the times set forth above.
4. Fees/Deposits:
  - a. Event Fee: \$\_\_\_\_\_ (this excludes food and beverage charges).
  - b. Deposit: Knob House requires the payment of 40% of the Event Fee due upon the submission of this document to Knob House. The Deposit will be applied to the final balance of the Event Fee upon completion of the event.
  - c. Final Payment: The remaining balance of the Event Fee, in addition to any charges for food and beverage incurred during the event, must be paid at the conclusion of the event.
5. Lessee shall not assign or transfer this Agreement. Knob House may freely assign or transfer this Agreement and shall be binding and inure to the benefit of any assignee or successor in interest of Knob House.

**Lessee:**

\_\_\_\_\_  
(printed name/company/person)

Signature:

\_\_\_\_\_

Printed Name of Person Signing:

\_\_\_\_\_

Its:

\_\_\_\_\_

Dated:

\_\_\_\_\_

**Knob House, LLC**

By: \_\_\_\_\_  
Karson Kollker or Daniel Kollker,  
One of its Members

Dated: \_\_\_\_\_

## KNOB HOUSE TERMS AND CONDITIONS

1. Approved Lessees. Knob House shall approve in advance any potential Lessee and may require detailed plans for Lessee's use of the Facility, including nature of use, Lessee vendor identification, equipment usage needs and any other information requested by Knob House prior to approving the use of the Facility by Lessee. Knob House reserves the right to deny access to or usage of the Facility to any individual, group or entity with or without cause at any time.

2. Temporary License. Upon execution of the Facility Event Application and License Agreement by Knob House, Lessee shall be granted a temporary, non-exclusive and license to use and occupy the Facility on the Event Date during the times set forth in the Agreement and under the terms, conditions and limitations described herein. The Lessee shall have no other rights or interest in the Facility other than that granted by the Agreement. The license granted herein may be revoked at any time by Knob House for any reason whatsoever.

3. Restrictions. The license granted herein is limited to the Facility and Lessee shall have no right of access to or use of any portion of the adjoining Knob Hill Tavern, in connection with the Event. The Facility shall not be used for any unlawful purpose. Knob House reserves the right to immediately terminate, without notice, any Event determined by Knob House to be in violation of the guidelines contained in the Agreement or deemed in Knob House's sole discretion to be creating a disturbance, nuisance or otherwise involving illegal or inappropriate behavior. Only guests 21 years of age and older are permitted in Knob House. No nails, staples, pins, or wire may be used to apply decoration to the Facility's surfaces. The temporary license is restricted to the dates, times, estimated attendance, and event description set forth in the Agreement. Capacity of the Facility is limited to 44 persons and Lessee will limit its guests to 44 or less. No displacement of fixtures or other Knob House items is allowed. No firearms, smoke effects, explosives or pyrotechnics are allowed without prior approval. No unprotected flames are allowed. Use of confetti, glitter, rice, etc. is prohibited. All parking for Lessee

and guests shall be "behind," or north of the Facility (the "Parking Areas").

4. Cancellation Policy. Events must be cancelled in writing at least 60 days prior to scheduled events. All cancellations must be delivered to: ATTN: Manager, Knob House, LLC, 1024 Hwy. 662 W, Newburgh, Indiana 47630. Cancellations shall be deemed delivered upon their receipt by Knob House. If the event is cancelled at least 60 days prior to the event, the Lessee's deposit will be refunded in full. If cancellation is not made within 60 days of the event, the Lessee forfeits the entire deposit. If the performance of any of the terms of this Agreement by either party shall be prevented by act of God, the acts or regulations of public authorities, or labor unions, labor difficulties, strikes, civil tumult, war, epidemic, fire, flood, or any other cause beyond the control of the parties, except for the return of the Deposit, both parties shall be relieved of their obligations and neither party shall be obligated for any expenses incurred by the other party in preparation of the Event, including but not limited to, any and all expenses incurred for promotion, artist fees, or preparation costs, if any. When an event is cancelled pursuant to this paragraph, any deposits paid to Knob House by the Lessee shall be returned.

5. Duration of Event. Set up for events may begin at 1 hour in advance of the start time, unless otherwise pre-approved. Tear down time for events must be completed 30 minutes after the end time, unless otherwise pre-approved. Failure by Lessee or its guests to vacate the Facility 30 minutes after the end time will be assessed a late vacancy fee of \$175.00 per hour Monday through Thursday, or \$300.00 per hour Friday through Sunday. Any exceptions to the terms in this paragraph must be approved by Knob House prior to the event and stated in writing. The contact person identified in the application must be present and remain onsite for the duration of the event.

6. Catering/Vendors. All vendors for the event must be approved by Knob House prior to the Event. Vendors shall include, but are not limited to, caterers,

beverage providers, equipment rental companies, event coordinators, and security companies.

7. Alcohol. All beer, wine and liquor service must be provided through Knob House exclusively, and is not included in the Event Fee. There will be a “last call” 30 minutes before the conclusion of the event. All servers, bartenders and waiters will be employees of Knob House unless Knob House consents to the contrary, in writing, in advance of the Event.

8. Equipment. All furniture, decorations, equipment or other personal property of Lessee, its guests or vendors brought to the Facility, whether tables, chairs, audio-visual, or otherwise, must be approved by Knob House in writing and is solely the expense and responsibility of the Lessee. All such property must be placed in designated areas only. All such property must be delivered on wheels or other protective hardware designed to protect the flooring and shall never be pulled across any floors. Knob House does not assume liability for any equipment or other property of Lessee or its guests and vendors delivered to or stored on the premises. All equipment and materials used by Lessee for Lessee’s event must be removed immediately following the Event, unless other prior arrangements have been made and approved by Knob House. Knob House is not responsible for personal property or other items left on the premises after an event.

9. Condition of Facility and Signage. Lessee accepts the Facility in its present, as-is conditions as of the Event Date and subject to any and all defects. Knob House disclaims any and all warranties whether express or implied at law, including warranty of merchantability and warranty of fitness for a particular purpose. Maximum signage of 12 square feet is allowed and must be placed on an easel at the location designated by Knob House. If the signage is to be placed on the exterior of the Facility it must be approved by Knob House in advance.

10. Indemnity; Limitation of Damages. Lessee agrees to release, indemnify, hold harmless, and defend Knob House, its owners and employees, from and against any and all claims, actions, damages, judgments, and liabilities, including reasonable attorney fees and litigation expenses, arising or alleged to arise from the use of the Facility by Lessee or its guests and vendors. Lessee waives its right to

any special, consequential, incidental or punitive damages from Knob House.

11. Taxes. Lessee is responsible for any personal property or sales taxes or any other fees, levies, or taxes incurred solely as a result of the event.

12. Damages. Lessee is liable for all damages, expenses and property loss caused by any person who attends, participates in, or provides goods and services in connection with the Lessee’s use of the Facility. Such damages will be assessed and charged to the Lessee and shall be immediately due and payable. Current replacement value will be used by Knob House to determine the value of damaged goods.

13. Smoking. Smoking and vaping is prohibited inside the Facility. Smoking is permitted outside the Facility in designated smoking areas and all dispensed cigarettes shall be placed by Lessee or its patrons and guests in a designated receptacle.

14. Media. Any advertising, news release, press conference, etc. that contains information about or makes reference to Knob House must be coordinated with and approved by Knob House prior to release (this provision does not include invitations to an event).

15. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana. The parties hereby stipulate that exclusive venue of any action brought in respect of the interpretation hereof or the rights of the parties hereunder shall be placed in any state court of general jurisdiction in Warrick County, Indiana. Lessee hereby expressly consents to personal jurisdiction in the herein described courts. In the event that any litigation involving this Agreement, the prevailing party shall be entitled to reasonable attorney and paralegal fees and costs.

16. Construction. This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

17. Waiver of Breach. The waiver by either party of the breach of any provision of this

Agreement by the other shall not operate or be construed as a waiver of any subsequent breach.

18. Entire Agreement. The Agreement contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by both of the parties hereto.

19. Severability. Every provision of this Agreement shall be considered severable, and if, for any reason, any provision hereof is determined to be invalid, contrary to, or in conflict with any existing or future law of the state of Indiana, the invalidity thereof shall not impair the operation or affect the remaining provisions of this Agreement, and the latter shall continue to be given full force and effect.

20. Interpretation. Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders.