

LOUISVILLE REGIONAL AIRPORT AUTHORITY

POLICY FOR SPECIAL EVENT USE OF BOWMAN FIELD

APPROVED JUNE 19, 2024

BACKGROUND: The Louisville Regional Airport Authority (LRAA) is responsible for the safe and efficient use of Bowman Field (Airport). The LRAA has the responsibility to conduct the operations of the Airport under a philosophy of public service and to be a good neighbor to the surrounding community and its residents.

The LRAA, as a condition of accepting airport improvement grants from the federal government, is required to operate the Airport in a self sustaining as possible manner. Therefore, the LRAA establishes fees and charges for the use of its facilities. The LRAA is granted the authority to establish such fees in accordance with the Kentucky Revised Statutes (KRS) Chapter 183.

As established by KRS 183, the Board of the LRAA has approved and adopted Regulations and all users of the Airport are obligated to abide by the appropriate portions of the Regulations. The term Person is defined in the Regulations as: any individual, partnership, corporation, association, joint venture, organization, group or duly authorized representative thereof.

PURPOSE: While the principal use and purpose of the Airport is for aviation related activities, the LRAA reserves the right to issue permits for activities other than normal and routine aeronautical activities to take place on the Airport. When granting these permits the LRAA must continue to allow the primary purpose of the Airport to take precedence over non-aeronautical related activities. In granting these permits the Airport receives increased exposure to and promotional interest in aviation by attendees of the permitted activities that otherwise would not be exposed to the facilities and tenants of the Airport.

DEFINITIONS: For the purpose of this policy, the following definitions apply;

AERONAUTICAL ACTIVITY: An aviation activity or event regulated or governed by the Federal Aviation Administration. This also includes the use of lighter-than-air craft (hot air balloons, blimps, etc.) that may be tethered or anchored to the ground or other fixed or stationary object.

LOUD MUSIC OR PUBLIC ADDRESS ANNOUNCEMENTS: Any music or announcement that can be heard beyond the perimeter fence of the Airport, regardless of the location of the music or announcement being generated.

NON-AERONAUTICAL ACTIVITY: An activity or event that is NOT regulated or governed in any manner by the Federal Aviation Administration.

SPECIAL EVENT: An activity or event held on or over Bowman Field when a large number of participants or spectators are anticipated to participate and/or attend which has the potential to interrupt the normal and principal use and purpose of the Airport. This includes potential impacts on the neighborhoods surrounding the Airport and the roadways leading to and from the Airport. A Special Event could be an aeronautical activity or a non-aeronautical activity including civic, charitable, educational, religious, not-for-profit or similar purpose. This does not pertain to press conferences, press briefings or similar type events.

PERMITTED USES: No Person shall utilize any portion of the Airport for any civic, charitable, educational, religious, not-for-profit or similar purpose, except as authorized by the LRAA. In addition, no Person shall use any structure or facility on the Airport, either directly or indirectly for the conduct or promotion of, or solicitation for any business, trade, or commercial activity; or for any revenue producing or fund-raising purpose, except under the terms and conditions of a lease, license, contract or permit or written authorization issued by the LRAA. Authorized tenants of the Airport may be permitted to use their facilities for Special Event activities after making application for and receiving approval by the LRAA for these Special Event activities.

Approval by the LRAA for Special Event activities is granted on a case-by-case basis. The Board of the LRAA reserves the right to modify this policy from time to time on a case-by-case basis. The LRAA has the right to restrict the use of its facilities, time of use of its facilities, noise generated by the use of its facilities and, once granted permission to use certain facilities, immediately discontinue use of facilities by Persons not complying with the terms and conditions of the permitted use of the facilities.

AGREEMENTS: Persons requesting use of the Airport for a Special Event activity must first submit a Special Event and Facility Use Application (Attachment "A") to the LRAA for approval. The LRAA shall also require the Person to enter into a Special Event Agreement (Attachment "B") prior to the use of the facility. The LRAA may also require indemnification, insurance certificates and damage deposits for the use of its facilities.

SPECIAL EVENT FEE SCHEDULE: The following fee schedule applies for all Special Event permits at Bowman Field:

Special Event Fee Schedule			
Special Event Fee Schedule 1		Special Event Fee Schedule 2	
Special Events on LRAA Tenant's Leased Premises		Special Events on LRAA Property (Not Leased Premises)	
# of Attendees	Daily Rate	# of Attendees	Daily Rate
0-50 Attendees	\$ -	0-50 Attendees	\$ 500.00
51 - 250 Attendees	\$ 500.00	51 - 250 Attendees	\$ 2,000.00
251 or More Attendees	\$ 2,000.00	251 or More Attendees	\$ 5,000.00
Load In / Load Out	\$ 250.00	Load In / Load Out	\$ 500.00
LRAA Personnel Fee (Per Hour)	\$ 100.00	LRAA Personnel Fee (Per Hour)	\$ 100.00
Notes			
1. If the Special Event is exclusively located on a LRAA tenant's leased premises, the LRAA tenant shall be the applicant on the Special Event and Facility Use Application.			
2. If the Special Event is primarily located within a LRAA tenant's leased premises, however unleased space is required, Special Event Fee Schedule 2 shall be applied.			
3. LRAA reserves the right to waive certain fees, to be determined on a per event basis. Fee waivers are based on benefits / promotion of Bowman Field, the LRAA or general aviation.			

In addition to the Special Event Fee(s) listed above, the LRAA reserves the right to charge for direct expenses, personnel reimbursement expenses and expenses due to damage during the use of its facilities, all of which will be described in the Agreement entered into prior to the use of the facilities.

NON-LRAA PERMITS AND LICENSES: It is the responsibility of the Person requesting use of the facilities to obtain all required permits issued by the State of Kentucky or Louisville Metro Government (LMG). Special Events may require an event application be completed with LMG. Large gatherings may require coordination with Louisville Metro Police for traffic control. Attached is the Temporary Event Application issued by Louisville Metro Alcoholic Beverage Control (Attachment C). Attachment "C" is a sample only and may not be the current form. It is the responsibility of the Person to obtain the current form and receive approval prior to the use of the facilities at the Airport. In order to apply for a Special Temporary License, issued by the Department of Alcoholic Beverage Control of the Commonwealth of Kentucky, the Person will be required to create an eServices account using the Commonwealth's online application portal via <https://abc.ky.gov/>. The LRAA shall be given copies of all locally required and issued permits prior to final LRAA approval and permit issued for the event. The LRAA is not responsible for illegal or irresponsible use or sale of alcohol during the permitted use of the facilities. Such illegal or irresponsible activities may be cause for revocation of a permit once issued, or denial of future permits.

RESTRICTIONS ON USE OF FACILITIES: The LRAA reserves the right to limit the hours of activities, the volume of music/noise generated, the number of amplified speakers and the type of language being generated for all activities conducted by the Person requesting use of its facilities. External speakers must face toward the center point of the Airport and inside speakers in a hangar location must face toward the inside of the hangar.

All activities will be restricted to the following hours:

INSIDE EVENTS:

No Loud Music or Public Address Announcements before 8:00am Mon - Fri.
No Loud Music or Public Address Announcements before 9:00am Sat & Sun.
No event may start before 7:00 am daily.
All events held Sunday through Thursday must conclude by 11:00 pm.
All events held Friday and Saturday must conclude by 1:00 am.

NON-AERONAUTICAL OUTSIDE EVENTS:

No Loud Music or Public Address Announcements before 9:00 am 7 days a week.
Events may not start before 8:00 am 7 days a week.
Events must conclude by 11:00 pm Sun - Thu.
Events must conclude by 12:00 midnight Fri & Sat.

AERONAUTICAL OUTSIDE EVENTS:

No Loud Music or Public Address Announcements before 7:00 am 7 days a week.
Events may not start before 6:00 am 7 days a week.
Events must conclude by 11:00 pm 7 days a week.

Attachment A
Special Event and Facility Use Application



LOUISVILLE

REGIONAL AIRPORT AUTHORITY



Special Event and Facility Use Application

Organization Information

Organization Name _____

Point of Contact _____ Title _____

Email _____ Phone _____

Address _____ City _____ State ____ Zip Code _____

Event Information

Event Name _____ # of Attendees _____

Event Date(s) _____ Event Times _____

Load In Date(s) _____ Load Out Date(s) _____

Audio System Required _____ Food/Beverage Provided or Served _____

Alcohol Provided or Served _____

Event Location(s) _____

Parking Location(s) _____

Detailed Description of Event

For LRAA Staff Only

Special Event Fee _____

Is the Special Event exclusively on LRAA tenant's leased space? _____

Has the Organization provided an operation and parking plan? _____

Has the Organization provided copies of applicable alcohol / tent permits? _____

Equipment and Personnel Required _____

Attachment B
Special Event Agreement

SPECIAL EVENT
AGREEMENT

THIS SPECIAL EVENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 20____, by and between the Louisville Regional Airport Authority, a body politic and corporate and a political subdivision of the Commonwealth of Kentucky (the "Authority"), and _____ (the "Operator").

Authority owns and operates Bowman Field located in the County of Jefferson, State of Kentucky (the "Airport").

Operator desires to conduct an activity at the Airport, such activity described as _____ (the "Special Event").

Authority desires to permit Operator to use certain facilities on the Airport for the Special Event, upon the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties agree, for themselves, their successors and assigns, as follows:

SECTION 1. TERM

- 1.1 This Agreement shall become binding upon execution by both parties. The term of this Agreement shall be for _____ day(s) and shall commence on _____, 20____ (the "Commencement Date") and shall end on _____, 20____ (the "Expiration Date"), unless sooner terminated as permitted elsewhere herein.

SECTION 2. FACILITIES

- 2.1 Authority grants to Operator the right, license and permission to use those facilities and areas of the Airport as are more fully described on Exhibit A attached hereto and made a part hereof (the "Facilities").

SECTION 3. SCOPE OF ACTIVITIES

- 3.1 Operator shall use and occupy the Facilities on a non-exclusive basis solely for the purpose of conducting the Special Event.
- 3.2 The Operator certifies that based upon the totality of the circumstances; it reasonably anticipates the Special Event will have _____ of attendees. In the event that the Special Event has more than _____ attendees, the License Fee shall be adjusted in accordance with the Special Event Fee Schedule as contemplated by the

Louisville Regional Airport Authority Policy for Special Event Use of Bowman Field, dated [INSERT DATE]. No refund shall be due to the Operator for any event for which the number of attendees is less than what was reasonably anticipated herein.

- 3.3 The Special Event shall commence on _____ and end on _____.
- 3.4 Operator shall conduct its activities strictly in accordance with the rules, regulations, restrictions and requirements set forth in Exhibit B, attached hereto and incorporated herein by reference and with all other rules, regulations, ordinances, and laws referred to in this Agreement, including the Authority's Regulations as may be amended from time to time.
- 3.5 Operator's right to use the Facilities shall cease upon the termination or expiration of this Agreement, and Operator shall thereupon immediately surrender and return the Facilities in the same condition as received as of the Commencement Date hereof, ordinary wear and tear excepted.

SECTION 4. FEES

- 4.1 As a license fee (the "License Fee") and rent for use of the Facilities during the term of this Agreement, operator hereby covenants and agrees to pay Authority the fee of:
 - A. \$ _____, which shall be mailed and postmarked no later than _____, 20____,
plus,
 - B. the costs and expense of all Authority personnel providing services for the Special Event as set forth in Section 5.2 hereof, which will be at a rate of \$100.00 per hour per Authority personnel,
plus,
 - C. the costs and expense of using any Authority-owned equipment as set forth in Section 5.2 hereof.

SECTION 5. OBLIGATIONS AND PERSONNEL OF THE PARTIES

- 5.1 Operator agrees that it shall be solely responsible for protecting the general public or invitees or licensees entering upon the Facilities from loss or damages to persons or property occasioned by Operator's activities or Operator's occupancy and use of

the Facilities. Operator shall provide, at Operator's sole cost and expense, an adequate number of trained and qualified personnel in order to fulfill Operator's obligations under this Agreement.

- 5.2 During Operator's occupancy and use of the Facilities, Authority may provide any or all of the personnel whom the Authority deems necessary for the protection of Authority's property or provision of services for the Special Event. Operator agrees to pay the Authority for the provision of such Authority personnel at the rates set forth in Section 4.1.B hereof. Requested use of Authority equipment, such as Authority-owned buses, backhoes, lift trucks, boom trucks or other types of equipment, will be charged at equipment rates provided by the Authority to the Operator at the time of request.
- 5.3 It is understood and agreed that the Authority does not undertake to assume Operator's duties and responsibilities to protect the general public or any invitees or licensees entering upon the Facilities from loss or damages to persons or property occasioned by Operator's activities or Operator's use and occupancy of the Facilities, and that Operator shall remain solely liable therefore.
- 5.4 Operator agrees to obtain and furnish to the Authority copies of all necessary and required permits and licenses issued by the Commonwealth of Kentucky and Louisville Metro Government, if any.

SECTION 6. OPERATOR'S REPRESENTATIVE

- 6.1 The name, address, telephone and fax numbers of Operator's representative are as follows:

Name
Company
Address
Address
Telephone Number

- 6.2 Operator represents and warrants to Authority, and covenants and agrees with Authority, that Operator's representative, _____, has the power and authority to act for and to bind Operator with respect to all matters arising out of or in any way connected with this Agreement or Operator's use or occupancy of the Facilities or its activities.

SECTION 7. RESERVED

SECTION 8. CONDUCT OF ACTIVITIES

- 8.1 Operator shall comply with all federal, state, and local laws, ordinances, rules and regulations, including the Regulations of Authority, as each and any of the same may be amended from time to time, that apply to the conduct of the Special Event herein contemplated and keep in effect and prominently post all licenses or permits necessary or required by law. Operator shall indemnify and hold Authority free and harmless from any act or failure by Operator to comply with the terms and conditions of this Agreement.
- 8.2 Operator shall conduct the Special Event so as to maintain a friendly, cooperative relationship with others at the Airport and shall not impair the orderly, safe and efficient operation of the Airport, nor conduct its activity in a manner disruptive to the safety of the public or incompatible with the best interest of the public at the Airport. In conducting the Special Event hereunder, Operator acts as an independent contractor and not as an agent of Authority.

SECTION 9. INDEMNITY AND INSURANCE

- 9.1 Operator agrees to indemnify and save the Authority, its officers, agents, and employees free and harmless from and against any and all liabilities, losses, costs, suits, judgments, expenses, fees or demands of any kind (including, but not limited to costs of investigations, attorney fees, court costs and expert witness fees) (collectively "Indemnified Losses") arising out of or resulting from any injury or death to persons or damage to property of any nature whatsoever resulting from, arising out of or related to the use or occupancy of the Airport by Operator, its agents and employees, or caused by or resulting from the exercise of the rights and privileges granted hereunder, to the extent that the Indemnified Losses do not result from the negligence or willful misconduct of the Authority, its officers, agents or employees. It is the intent of the parties that, where the negligence or willful misconduct of the Authority, its officers, agents or employees is determined to have been contributory to the Indemnified Losses, the principles of comparative negligence as applied by the courts of the Commonwealth of Kentucky shall be followed and each party shall bear the proportionate cost of any Indemnified Loss attributable to its own negligence or misconduct.
- 9.2 Operator agrees to carry and furnish to Authority a certificate(s) of insurance with combined single limits not less than \$1,000,000.00, that provides coverage for public liability, property damage, bodily injury, and liquor liability, if alcoholic beverages are going to be served, in a company or companies acceptable to Authority in which Authority shall be named an additional insured. Operator shall, not less than 14 Calendar Days before the Commencement Date, furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement.

- 9.3 Authority shall not be liable to Operator for any damage either to person or property due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the Airport, or due to any act or neglect of any tenant or occupant of the Airport, or of any other person. Without limiting the generality of the foregoing, Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of Authority, unless such damage is proved to be the result of the sole negligence of Authority.

SECTION 10. NONDISCRIMINATION

- 10.1 The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 10.2 With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.
- 10.3 The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator shall use the Facilities in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc., as appropriate) had never been made or issued.

10.4 During the performance of this Agreement, Operator, for itself, its assignees and successor interest, agrees as follows:

- A. Compliance with Regulations. Operator (hereinafter includes consultants) shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. Operator, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Operator shall not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Operator of Operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. Operator shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Operator shall so certify to the Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of Operator's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- (i) Withholding of payments to Operator under the Agreement until Operator complies, and /or
 - (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions. Operator shall include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Operator shall take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Operator may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Operator may request the United States to enter into the litigation to protect the interests of the United States.

- 10.5 General Civil Rights Provision. Operator agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Operator or its transferee from the bid solicitation period through the completion of the Agreement.

If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator.

The above provision obligates the Operator for the period during which the property is owned, used or possessed by the Operator and the airport remains obligated to the Federal Aviation Administration.

10.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor” in this Section) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B. 49 C.F.R. part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 1201, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as

implemented by U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

SECTION 11. DISADVANTAGED BUSINESS ENTERPRISES:

- 11.1 It is the policy of the Authority to encourage contractors to take all reasonable and necessary steps to ensure that Disadvantaged Business Enterprises, as defined by the U.S. Department of Transportation in 49 C.F.R. § 26.5, have the maximum opportunity to compete for and perform all levels of subcontracts under agreements with the Authority. Consequently, the Operator shall not discriminate on the basis of race, color, religion, sex, creed, handicap or national origin in the performance of this Agreement or award of subcontracts hereunder.

SECTION 12. ASSIGNMENT OR TRANSFER

- 12.1 Operator shall not, directly or indirectly, assign, sell, subcontract, sublease, delegate, hypothecate or otherwise transfer this Agreement or any part hereof by process or operation of law, or in any other manner whatsoever. Further, Operator shall not conduct nor permit any employee or other agent to conduct any business or commercial operation from or upon the property of Authority not herein or otherwise authorized by Authority.

SECTION 13. NOTICES

- 13.1 Written notices to either party provided for herein shall be in writing and shall be sufficient if hand delivered, sent by overnight courier service or sent by registered or certified mail, postage prepaid, addressed as follows:

To Authority: Louisville Regional Airport Authority
ATTN: Director of Properties
700 Administration Drive
Louisville, KY 40209

To Operator: _____
ATTN: _____

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices shall be deemed to be received on the date delivered, if hand delivered, or the day after depositing with an overnight courier service, or three (3) Business Days after mailing, if sent by certified or registered mail.

SECTION 14. RIGHT TO TERMINATE

- 14.1 Notwithstanding any provision contained herein, Authority or its authorized representative may terminate this Agreement verbally or in writing, at its convenience or for Operator's default. Upon notice of termination, Operator shall cease operations at the Airport. Operator's obligations and liability to Authority shall survive termination.

SECTION 15. SEPARABILITY OF TERMS

- 15.1 If a provision hereof shall be finally declared unenforceable or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be unenforceable, but the remaining provisions shall continue as nearly as possible in accordance with the original intent of the parties.

SECTION 16. LAW GOVERNING AGREEMENT; ENTIRE AGREEMENT

- 16.1 This Agreement shall be governed by the laws of the Commonwealth of Kentucky and contains all of the agreements of the parties with respect to the subject matter hereof. This Agreement may only be amended by writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on the date first written above.

WITNESS

LOUISVILLE REGIONAL
AIRPORT AUTHORITY

By: _____
Dan E. Mann, A.A.E.

Title: _____
Executive Director

WITNESS

[NAME]

By: _____

Title: _____

This Agreement has been approved as
for the Authority to legality of form
and content by:

Brenda D. Perry, Esq.
Senior Vice President, Chief Legal and Administrative Officer
Louisville Regional Airport Authority
700 Administration Drive
Louisville, KY 40209-1537

EXHIBIT A

Facilities to be used by Operator

Form of Agreement

EXHIBIT B

Conduct of Operator's Activities and Authority's Requirements

Fencing

Operator is responsible for providing a temporary fence line and shall provide gate and fence line security personnel at all times during the Special Event.

Vehicle Activity

Operator is responsible for all vehicle activity, including damage to vehicles, and providing the necessary personnel to oversee and control vehicles, vehicle parking, security for parking area, the safe and efficient ingress/egress of vehicles at the designated vehicle entry/exit points as shown on Exhibit A hereof, and provide for the removal of abandoned vehicles left on the Airport by the Expiration Date.

Litter

Operator shall ensure Facilities are clean and void of litter and refuse at all times during and after the Special Event.

Damage to Property

Operator is responsible for the costs of replacement and/or repair for any damage to equipment, fixtures, improvements or other property (the "Property") of the Authority which may occur related to the Special Event activities, including setup and takedown. The decision to replace or repair such Property shall be at the sole and absolute discretion of the Authority.

Emergency Personnel Access

Operator must ensure emergency personnel have continuous and unrestricted access from the Facilities to roadways.

Signage

Operator is responsible for supplying and installing non-promotional signage with directional arrows, which provides guidance to invitees, patrons or guests to the Facilities. Such non-promotional directional signage shall be submitted to the Authority for review and approval prior to installation. Once signage is approved, the approved signage shall be in quantity and locations as shown on Exhibit A hereof. All signage shall include directional arrows.

Permits and Licensing

Operator is responsible for obtaining a Special Temporary Alcoholic Beverage License issued by Louisville Metro Alcoholic Beverage Control and a Special Temporary License issued by the Department of Alcoholic Beverage Control of the Commonwealth of Kentucky and abiding by all state and local laws regarding serving alcoholic beverages during the Special Event.

Attachment C
Temporary Event Application
Louisville Metro Alcoholic Beverage Control



LOUISVILLE METRO ALCOHOLIC BEVERAGE CONTROL

Instructions for Temporary Event Application

General Requirements

- You must be at least 21 years of age.
- You must be a Kentucky resident unless applying as a corporation, LLC or Ltd. partnership.
- You must be U.S. citizen unless applying as a corporation, LLC or Ltd. partnership
- Kentucky State Law requires both local ABC Administrator(s) and state ABC Administrator(s) approval to be licensed.
- You must submit a completed application with Louisville Metro ABC and submit to: **444 S. 5th Street Ste. 200 Louisville, KY 40202** and an online application with Kentucky State ABC via www.abc.ky.gov
- Individuals, owners, partners, officers, directors or interested parties may not apply if they have been convicted of any felony within the past five years; or convicted of any alcohol or controlled substance related misdemeanor in past two years.
- If you are a for-profit, sole proprietor, company or limited liability company (LLC) or organization, the event must be part of a bona fide civic event or community sponsored event.
- Event must be held in a wet territory. Temporary licenses cannot be obtained for events held in limited wet, moist or dry territories.

TIME TO PROCESS APPLICATIONS

Completed application must be submitted to Louisville Metro ABC no later than (7 – 10) business days prior to the start date of the requested period of time to cover the event premises. If an applicant chooses to withdraw a license application or your license application is not issued for any reason; you must submit a written request for a refund. The Metro ABC office will keep a \$50 application processing fee.

How to Apply

1. All applicants must list top (3) Officers of the organization (Section C)
2. Pay your application fee(s) by attaching a completed **certified check, cashier's check, or money order, business check made payable to: Metro Finance.**
WE DO NOT ACCEPT CASH UNLESS IN-PERSON PAYMENT
3. Multiple points of sale at the same event must apply for and pay a licensing fee for each point of sale.
4. If applicant is a non-profit charitable organization, attach documentation of your non-profit status and your Federal Tax ID.
5. All applicants must attach a copy of their articles of incorporation, partnership papers, or organizational papers, unless the applicant is a sole proprietor.
6. Attach a copy of the deed, lease, or permit for the real estate premises where you plan to sell alcohol.
7. If applicant is a for-profit sole proprietor, company or limited liability company (LLC), or organization who is qualifying for this license, complete and attach the Civic Event Affidavit to provide written documentation supporting the community benefit and/or civic nature of the event.
8. Provide a detailed description of the event
9. You must provide a copy of the advertisement of the event. (ex: A Flier of the event)
10. Include a layout / floor plan of the event to indicate the points of sale for the event
11. For-Profit applicants must provide proof of compliance with the Louisville Metro Revenue Commission
12. Each application requires a Field Inspection by an ABC Detective prior to issuance. The ABC Detective will contact the applicant to schedule

LOUISVILLE METRO ALCOHOLIC BEVERAGE CONTROL

Department of Codes & Regulations Division of Licensing & Permits
Metro Development Center
444 S. Fifth Street, Suite 200 Louisville, KY 40202
(502) 574-3591



SPECIAL TEMPORARY APPLICATION

A temporary license may be obtained only if the event is located in a wet territory where retail alcoholic beverage sales are permitted. This license cannot be issued in moist or dry territories.

Section A

Check the type of organization that is applying for the temporary license(s):

Non-Profit Charitable Organization

For-Profit Sole Proprietor, Company or LLC

Metro Revenue Commission Account Number: _____

Name of company to be licensed: _____
(applicant's name, if sole proprietor)

Name of Special Event: _____

Address of premises to be licensed: _____

City: _____ State: _____ Zip code: _____ County: _____

E-mail address: _____

Mailing address (if different from above): _____

Contact person: _____ Contact Phone: _____

Section B

1) Amount of fee enclosed (make certified check, cashier's check, or money order payable to Metro Finance): _____

Period to be covered by license beginning: (month) _____ (day) _____ (year) _____

through

(month) _____ (day) _____ (year) _____

2) What are the **date(s)** and **time(s)** of the qualifying event? _____

3) Does the applicant own the premises where the qualifying event is to take place?

If yes, **attach** a copy of the deed.

If no, **attach** a copy of the lease, permit, or letter of permission to use this property, signed by the applicant and the owner of the premises. List the

Premises owner's name and contact information _____

All alcoholic beverages for the event must be obtained through a licensed distributor or wholesaler

Section C

Complete the following for the business proprietor, partner(s), and all persons having an interest in the business to be licensed. List all owners, officers, directors, partners, managing members, members and shareholders. If privately - held show 100% of the ownership. If publicly - traded list the three highest ranking officers and any natural person who owns ten (10) percent or more. If a non-profit organization, list the highest - ranking top director or officer.

Attach additional pages as needed.

NAME AND HOME ADDRESS	ALL PHONE NUMBERS H= HOME W=WORK C=CELL	Direct Email Address	TITLE	U.S Citizen?	DATE OF BIRTH	LIST STATE(S) WHERE PERSON RESIDED IN PAST5 YRS	%OF OWNERSHIP (If applicable)
	H _____ W _____ C _____			<input type="checkbox"/> YES <input type="checkbox"/> No			%
	H _____ W _____ C _____			<input type="checkbox"/> YES <input type="checkbox"/> NO			%
	H _____ W _____ C _____			<input type="checkbox"/> YES <input type="checkbox"/> NO			%

Section D

1. Are the premises to be licensed located within an incorporated city or town?

If yes state the name of the city or town: _____

YES NO

2. Is the applicant a non-profit organization?

NOTE: Applications by legally recognized for-profit entities, in conjunction with civic or community sponsored events, must **attach** supporting evidence of the civic nature of the event (i.e. promotional materials or news articles evidencing the local government's knowledge and support of the event). (804 KAR 4:250)

YES NO

3. Is the applicant a corporation limited partnership, limited liability company (LLC) or other legally recognized entity? If yes, Is the entity in good standing with the Kentucky Secretary of State? (**Attach** documentation showing the applicant's good standing).

YES NO

4. **Attach** a description of the event. **Attach** copies of any advertising, mailers, invitations or handbills for this event. Include any other information the applicant wishes the Local Administrators to consider.

Note: An ABC licensed caterer may not cater alcoholic beverages at an event covered by a special temporary license. No free samples of alcoholic beverages may be provided at the event.

All alcoholic beverages for the event must be obtained through a licensed distributor or wholesaler.

5. Name of the responsible party/individual who shall be present at the time of event: _____

Contact Phone: _____

6. Does the applicant or any person named in Section C have 10% interest or more in any alcohol license type? (804 KAR 4:015)

If yes, please list or explain _____

YES NO

7. Has the applicant or any person named in Section C been convicted of any felony, been released from felony custody or felony incarceration, been on felony parole, or had a termination of felony probation within the past five (5) years? (KRS 243.100(1)(a))

YES NO

8. Has the applicant or any person named in section C been convicted of a misdemeanor directly or indirectly related to alcohol or controlled substance within the past two (2) years? (KRS 243.100(1) (b) and (c))

YES NO

Section E

Check the type(s) of license(s) for which the applicant is applying. For each license type selected, the applicant affirms that the requirements for that license type have been met. **How many Points of sale will there be?** _____

A separate licensing fee is required for each point of sale where alcohol will be sold.

License Type	Licensing Fee	License Applied for
Special Temporary Liquor Drink, Beer, & Wine License	\$266.66	<input type="checkbox"/>
Special Temporary Auction License (Non-Profit Organizations ONLY)	\$100	<input type="checkbox"/>
Temporary Wine License (WINE ONLY)	\$50	<input type="checkbox"/>
Temporary Malt Beverage (BEER ONLY)	\$25	<input type="checkbox"/>

LOCAL ABC ADMINISTRATOR APPROVAL

I certify under oath that the applicant(s) has been approved for the equivalent local license type(s) applied for herein for the identified premises, and that the applicant satisfies all local ordinances.

The premises to be licensed is located in the following WET/ MOIST PRECINCT: _____

APPLICANT NAME: _____ ADDRESS: _____

SIGNATURE OF LOCAL ABC ADMINISTRATOR: _____ DATE: _____

PRINTED NAME OF LOCAL ABC ADMINISTRATOR : _____

City of _____ Administrator

APPLICANT AFFIDAVIT

I, (print your name here) _____ do hereby swear or affirm under penalty of perjury that all statements contained in this application and any attachments are true and correct to the best of my knowledge, information, and belief. I hereby swear or affirm that I shall not engage in any activity involving alcoholic beverages at the premises described herein until I have been issued the appropriate license(s) by the Kentucky Department of Alcoholic Beverage Control. I hereby swear or affirm that if the license(s) is issued, I shall abide by all state and local statutes, regulations, and ordinances relating to the manufacture, sale, use, and trafficking in alcoholic beverages. I hereby swear or affirm that no persons listed in Section (C) of this application are in default of a repayment obligation under any financial program administered by Kentucky Higher Education Assistance Authority (KHEAA) such as a student loan repayment.

Signature of Applicant: _____ Title: _____ Date: _____

AFFIDAVIT FOR APPLICANT REQUESTING SPECIAL TEMPORARY ALCOHOLIC BEVERAGE LICENSES

KRS 241.060 provides for the issuance of a distilled spirits and wine special temporary license or a special temporary wine license to any regularly organized fair, exposition, racing association or other party, when, in the opinion of the State Alcoholic Beverage Control Board, a necessity therefore exists. [KRS 243.290 provides for the issuance of a malt beverage special temporary license for any regularly organized fair, race or race meeting conducted by the association, or for special temporary occasions such as picnics, bazaars and carnivals subject to administrative regulations.] 804 KAR 4:250, Special Temporary License, establishes application procedures and requirements for these special temporary licenses. Such licenses may be issued when a regularly organized fair, exposition, racing association, party, picnics, bazaars and carnivals, or similar event is being organized by a recognized non-profit entity.

As the event sponsor / producer, I (print name here) _____
am acknowledging that I am the sponsor / producer of (print name of event here)
_____. As the sponsor / producer of the event associated with an
application for a Special Temporary Alcoholic Beverage License, I further acknowledge (check
applicable box below):

The applicant is a charitable or civic organization, as determined by the Internal Revenue Service or the Kentucky Department of Revenue, and is a bona fide tax-exempt organization; or a person or organization defined under KRS 367.650(2).

The applicant is not a bona fide tax-exempt organization, person or organization, but the event for which this Special Temporary Alcoholic Beverage License is requested is an organized civic or community-sponsored event or public gathering of broad appeal where citizens are invited and encouraged to attend without significant cost of admission and which is sponsored or acknowledged by Louisville Metro Government, including but not limited to, conventions, conferences, celebrations, pageants, parades, festivals, fairs, public displays, commemorations, or other type of public assemblies conducted for the benefit and enjoyment of the general public. Furthermore, and in accordance with the aforementioned definition, I am describing and confirming the civic and community-sponsored characteristics of the event are as follows:

Furthermore, I do hereby swear or affirm that all statements contained in this affidavit and any attachments hereto are true and correct to the best of my knowledge, information and belief.

Signature of event sponsor / producer _____ Date _____

Sworn or affirmed before me this _____ day of _____, year of _____

My Commission expires: _____ Notary Public _____ County of _____

State of _____