

**Addendum 2 to KPAC License Agreement dated April 20, 2009**  
**ALCOHOL AGREEMENT**

1. Alcohol may NOT be served at any event at the Kenworthy Performing Arts Centre (KPAC) without execution of this addendum.
2. A one-hundred-dollar (\$100.00) cleaning deposit may be assessed if alcohol is served in conjunction with any event. Additional cleaning charges (up to \$300.00) may be assessed if deemed necessary by Owner.
3. If alcohol is sold a 15% override of ALL alcohol sales may be assessed by KPAC as compensation for lost concessions sales. This override is in addition to any other fees required under the License Agreement. Licensee shall report total alcohol sales to KPAC staff at the close of the event. **WAIVED**
4. If alcohol is sold at the event, a valid catering permit by a licensed, City of Moscow recognized establishment (hereafter referred to as Vendor) must be presented to KPAC a minimum of forty-eight (48) hours prior to the event.
5. The Vendor or Licensee will supply to KPAC a valid Certificate of Liability in the amount of one-million dollars (\$1,000,000), naming the: "Kenworthy Performing Arts Centre, Board of Directors, Officers, and Employees" as additionally insured parties. The Certificate of Liability must accompany the Catering Permit (if required) in item #3.
6. Vendor will supply, at the Vendor's expense, qualified employees of his/her staff to serve alcohol and verify those persons consuming alcohol meet the legal requirements as set forth by State and Local law.
7. KPAC, its Board of Directors, Officers, and employees assume NO RESPONSIBILITY for the distribution, consumption, nor enforcement of State and Local law. Such compliance rests solely on the Vendor and Licensee.
8. Licensee and/or Vendor assume ALL liability arising from and in connection with alcohol sale/distribution, and consumption.
9. At the discretion of the Owner, security may be required, at the sole expense of the Licensee, for the duration of the event. Security is defined as one, uniformed police officer.
10. KPAC at its sole discretion may terminate alcohol sale or distribution if it is deemed any provision of this addendum has been breached or if a safety concern for the building or its occupants exists.

Executed:

\_\_\_\_\_  
Julie Ketchum, Executive Director  
Kenworthy Performing Arts Centre

\_\_\_\_\_  
Jennifer Ewers, President  
Rendezvous in Moscow