



**PKY DOWNTOWN  
ENTERTAINMENT DISTRICT  
PARTICIPATION AGREEMENT**  
525 High Street - Paris, KY 40361  
Phone (859) 987-2110; Fax (859) 987-3653

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This PKY Downtown Entertainment Destination District Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the City of Paris, Kentucky (“City”), and \_\_\_\_\_ (“Participating Business”).

**WITNESSETH:**

WHEREAS, pursuant to City of Paris Code of Ordinances (“City Ordinances”), Chapter 62, the City has established an Entertainment Destination Center (“EDC”), located in downtown Paris, Kentucky on both sides of Main St. between 8th Street and Bank Row Street, encompassing the length of Main Street between these areas and the area surrounding Courthouse Square, which will include the lengths of Ardery Place and Bank Row Street from Main Street to High St. as shown in the map incorporated by reference into City Ordinance § 62.200; and

WHEREAS, alcoholic beverage control (“ABC”) licensees operating within the boundaries of the EDC may permit alcoholic beverages sold on their premises to be removed from their licensed premises and consumed within designated common areas of the EDC, subject to state law, City Ordinances, and the terms of this Agreement; and

WHEREAS, the City has adopted rules and requirements to ensure the safe and orderly operation of the EDC, and the Participating Business desires to participate in the EDC under those terms;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **EDC Operational Hours.** Pursuant to City Ordinance § 62.201(d), the EDC shall be active during the dates and hours designated and approved by the City for special events (“EDC Hours”). The Participating Business agrees to comply strictly with such EDC hours. The City may amend EDC Hours at its sole discretion and will provide notice to the Participating Business.

2. **Licenses and Permits.**

- (a) The Participating Business shall maintain in full force and effect all required federal, state, and local licenses, permits, and registrations, including but not limited to ABC licenses, business registration, occupational licenses, and payment of property taxes.
- (b) If the Participating Business intends to sell alcoholic beverages from any non-permanent location within the EDC, it must obtain a supplemental bar license for each such location, along with the prior written approval of the City Manager. The Participating Business shall comply with all applicable federal, state, and local laws and regulations, including KRS Chapter 243, 804 KAR 4:370, and City Ordinances.
- (c) At all times, the Participating Business shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to ABC statutes, public health and safety codes, and City Code provisions related

to the EDC. Any violation of such laws, regulations, or City Ordinances shall constitute grounds for suspension or revocation of the Participating Business's participation in the EDC.

(d) The Participating Business shall provide the City with proof of all required licenses, permits, and registrations, and upon request shall submit documentation demonstrating compliance with applicable laws, regulations, and EDC rules. Failure to provide proof shall be deemed a material breach of this Agreement.

3. **Approved Containers.** All alcoholic beverages leaving the Participating Business premises for consumption within the EDC shall be served only in City-designated disposable cups prominently displaying the EDC logo. Such cups may only be used during EDC Hours and may not be reused, refilled, or used outside of the EDC boundaries.

4. **Employee Training and Compliance.** The Participating Business shall ensure that all managers, servers, bartenders, hosts, hostesses, and security personnel receive training regarding the EDC rules, state ABC requirements, City Ordinance Chapter 62, and responsible alcohol service. The Participating Business shall document such training and provide certification to the City upon request.

5. **Signage.** The Participating Business shall prominently display City-provided EDC signage in a location clearly visible to patrons at each public entrance and point of sale.

6. **Inspection and Audit Rights.** The City, its agents, or designees shall have the right, at any reasonable time during business hours, to enter the Participating Business's premises and any authorized non-permanent location within the EDC to inspect for compliance with this Agreement, City Ordinances, and applicable law. The Participating Business shall promptly

provide any requested records, including but not limited to training documentation, incident reports, licenses, and insurance certificates.

7. **Indemnification and Hold Harmless.**

(a) Pursuant to City Ordinance § 62.201(e), and as a condition of participation in the EDC, the Participating Business shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, agents, boards, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, demands, damages, liabilities, fines, penalties, judgments, losses, costs, and expenses (including reasonable attorney’s fees and litigation expenses) of any kind or nature whatsoever, whether at law or in equity, arising out of, resulting from, or related in any way to:

- i. The Participating Business’s participation in the EDC;
- ii. The sale, service, or consumption of alcoholic beverages on or from the Participating Business’s premises or any authorized non-permanent location;
- iii. Any act, error, or omission of the Participating Business, its owners, officers, employees, agents, contractors, or invitees; and
- iv. Any violation of federal, state, or local law, regulation, or City Ordinance by the Participating Business or its representatives.

(b) This indemnification obligation shall apply regardless of whether the claim arises in whole or in part from the alleged negligence of any Indemnified Party, provided, however, that the Participating Business shall not be required to indemnify an Indemnified Party for that party’s sole negligence or willful misconduct.

(c) The Participating Business's obligations under this section shall survive the expiration or termination of this Agreement and shall be enforceable to the fullest extent permitted by law.

8. **Compliance and Enforcement.**

(a) Failure to comply with this Agreement, the City Ordinance sections establishing the EDC, or applicable state ABC laws and regulations shall constitute grounds for immediate suspension or revocation of the Participating Business's EDC participation.

(b) In addition to suspension or revocation, the City reserves the right to impose administrative penalties, including but not limited to fines, reimbursement of enforcement costs, and denial of future participation.

(c) Nothing in this Agreement shall limit the authority of the Kentucky Department of Alcoholic Beverage Control to enforce state law, nor the City's authority to enforce City Ordinances.

9. **Assignment and Transfer.** This Agreement is restricted to the Participating Business and shall not be assigned or transferred. Any attempted assignment or transfer is void. In the event of transfer of ownership of the licensed establishment, the new owner must enter into a new EDC agreement with the City, which will require City approval and re-qualification prior to participating in the EDC.

10. **Term and Termination.** This Agreement shall remain in effect until terminated by either party upon written notice, or upon suspension or revocation of the Participating Business's participation under Section 9.

11. **Severability and Governing Law.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

PARTICIPATING BUSINESS:

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CITY OF PARIS, KENTUCKY

\_\_\_\_\_  
Stephanie Settles, ABC Administrator