

"The Yearlings Club Presents"

'Louisville Has Talent & Opportunity'

February 10, 2018

10:00AM-5:00 PM

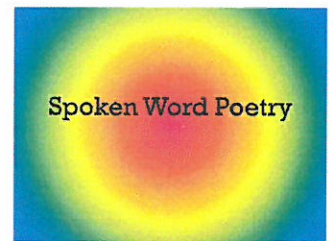
Kentucky Center For African American Heritage

1701 West Muhammad Ali Blvd, Louisville, KY

Opportunity Fair & Show are Free & Open to the Public



ART
OF
STORYTELLING



Here Is Your Chance To Get Exposure & Your Talent Displayed
held in conjunction with West Louisville Community Ministries

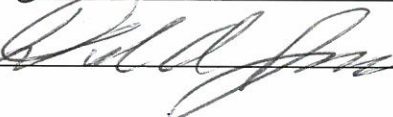
Applicant/Program:

Additional Disclosure and Signatures

Additional Council Office Disclosure

List below any personal or business relationship you, your family or your legislative assistant have with this organization, its volunteers, its employees or members of its board of directors.

Council Member Signature and Amount

District 1	_____	\$ _____
District 2	_____	\$ _____
District 3		\$ 250.00
District 4	Barbara Sexton Smith	\$ 750.00
District 5	Cheri B. Hamilton	\$ 2000.00
District 6		\$ 250.00
District 7	_____	\$ _____
District 8	_____	\$ _____
District 9	_____	\$ _____
District 10	_____	\$ _____
District 11	_____	\$ _____
District 12	_____	\$ _____
District 13	_____	\$ _____
District 14	_____	\$ _____
District 15	_____	\$ _____

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Legal Name of Applicant Organization *West Louisville Community Min*

Program Name and Request Amount

	Yes/No/NA
Is the NDF Transmittal Sheet Signed by all Council Member(s) Appropriating Funding?	☒
Is the funding proposed by Council Member(s) less than or equal to the request amount?	☒
Is the proposed public purpose of the program viable and well-documented?	☒
Will all of the funding go to programs specific to Louisville/Jefferson County?	☒
Has Council or Staff relationship to the Agency been adequately disclosed on the cover sheet?	☒
Has prior Metro Funds committed/granted been disclosed?	☒
Is the application properly signed and dated by authorized signatory?	☒
Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?	☒
If Metro funding is for a separate taxing district is the funding appropriated for a program outside the legal responsibility of that taxing district?	☒ <i>NO</i>
Is the entity in good standing with: ▶ Kentucky Secretary of State? ▶ Louisville Metro Revenue Commission? ▶ Louisville Metro Government? ▶ Internal Revenue Service? ▶ Louisville Metro Human Relations Commission?	☒
Is the current Fiscal Year Budget included?	☒
Is the entity's board member list (with term length/term limits) included?	☒
Is recommended funding less than 33% of total agency operating budget?	☒
Does the application budget reflect only the revenue and expenses of the project/program?	☒
Is the cost estimate(s) from proposed vendor (if request is for capital expense) included?	☒ <i>NA</i>
Is the most recent annual audit (if required by organization) included?	☒
Is a copy of Signed Lease (if rent costs are requested) included?	☒ <i>NA</i>
Is the Supplemental Questionnaire for churches/religious organizations (if requesting organization is faith-based) included?	☒
Are the Articles of Incorporation of the Agency included?	☒
Is the IRS Form W-9 included?	☒
Is the IRS Form 990 included?	☒
Are the evaluation forms (if program participants are given evaluation forms) included?	☒ <i>NA</i>
Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required to do so)?	☒ <i>NA</i>
Has the Agency agreed to participate in the BBB Charity review program? If so, has the applicant met the BBB Charity Review Standards?	☒ <i>NA</i>

Prepared by: *CB Hamulter*

Date: *12-5-17*

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION I - APPLICANT INFORMATION			
Legal Name of Applicant Organization: (as listed on: http://www.sos.ky.gov/business/records)			
Main Office Street & Mailing Address:			
Website: MyWLCM.org			
Applicant Contact:	Dr. Charles A Turner Jr	Title:	Executive Director
Phone:	5022629091	Email:	sphinxcase@hotmail.com
Financial Contact:	Charles Alexander III	Title:	CPA
Phone:	5025842375	Email:	calexan3@bellsouth.net
Organization's Representative who attended NDF Training:			
GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED			
Program Facility Location(s):	West Louisville		
Council District(s):	1,3,4,5,6	Zip Code(s):	40211
SECTION II - PROGRAM REQUEST & FINANCIAL INFORMATION			
PROGRAM/PROJECT NAME:			
Total Request: (\$)	\$3,000.00	Total Metro Award (this program) in previous year: (\$)	\$99,600.00
Purpose of Request (check all that apply):			
☒ Operating Funds (generally cannot exceed 33% of agency's total operating budget) ☐ Programming/services/events for direct benefit to community or qualified individuals ☐ Capital Project of the organization (equipment, furnishing, building, etc)			
The Following are Required Attachments:			
☒ IRS Exempt Status Determination Letter ☒ Current year projected budget ☒ Current financial statement Most recent IRS Form 990 or 1120-H ☒ Articles of Incorporation (current & signed) Cost estimates from proposed vendor if request is for capital expense		☒ Signed lease if rent costs are being requested ☒ IRS Form W9 Evaluation forms if used in the proposed program Annual audit (if required by organization) Faith Based Organization Certification Form, if applicable	
For the current fiscal year ending June 30, list all funds appropriated and/or received from Louisville Metro Government for this or any other program or expense, including funds received through Metro Federal Grants, from any department or Metro Council Appropriation (Neighborhood Development Funds). Attach additional sheet if necessary.			
Source:	EA Grant	Amount: (\$)	99,600.00
Source:		Amount: (\$)	
Source:		Amount: (\$)	
Has the applicant contacted the BBB Charity Review for participation? ☐ Yes ☒ No Has the applicant met the BBB Charity Review Standards? ☐ Yes ☒ No			

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 3: AGENCY DETAILS

Describe Agency's Vision, Mission and Services:

Agency's Vision:

"Extending a hand to those in need"

The mission:

To serve the needs of people in the Louisville area with Emergency assistance, Crisis Management, Health Issues and Community Empowerment through training and counseling

Services:

The typical West Louisville Community Ministries client resides in the 40210, and 40211 zip code; areas with unemployment rates anecdotally reported twice the city wide average for Metro Louisville. The general boundaries for WLCM services are Broadway to the north, Algonquin Parkway to the south, the Ohio River to the west and 7th street to the east.

A significant majority of our clients (92.5%) are either unemployed or underemployed and living below the poverty level. However, we are also seeing an increase number of individuals who, because of an unplanned event such as a medical emergency or a job layoff, find themselves in the position of having to ask for assistance for the first time in their lives. At WLCM we respond to these request using a four step process:

1. Conduct a brief counseling session which includes suggested lifestyle changes; e.g, use of a simple household budget, prioritizing spending decisions and tips for conserving energy usage to lower monthly billing.
2. Negotiate with utility providers and/or landlords to identify the minimum payment required to avoid termination of services for a 30 day period. Our goal is to give the client time to address their financial situation.
3. Identify and recommend additional service agencies willing to provide funding when the balance is due. To the utility or landlord exceeds a combination of WLCM's contribution and the client's personal resources.
4. Send payments directly to the vendor

In 2010, WLCM's began implementation of new Self Sufficiency Program. To assist clients in reducing utility bills through energy conservation, we purchased and distributed energy conserving products such as compact florescent light bulbs and space heaters. We are prescreening candidates for in-home assessments. We also plan to offer classes in basic budgeting and finance skills.

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them. The list includes names such as "John Smith", "Mary Jones", and "Robert Brown", among others.

SECTION 4. BOARD OF DIRECTORS AND PAID STAFF

[illegible]

Describe the Board term limit policy:

Three Highest Paid Staff Names	Annual Salary
Charles Turner	\$28,288.00
Nicole Flowers	\$13,000.00
Deborah Ditto	\$11,700.00

at

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 5 - PROGRAM/PROJECT NARRATIVE

A: Describe the program/project start and end dates, a description of the program/project and applicable data with regards to specific client population the program will address (attach related flyers, planning minutes, designs, event permits, proposals for services/goods, etc.):

WLCM's in coordination with our already existing Emergency Assistance program will reach out to an additional 75 west Louisville households specifically targeting households with elderly individuals or disabled individuals, or both, that have households with high home energy burdens, are made aware of the assistance available under the program and ultimately served through the LIHEAP program. The program/project will begin in January, 2016 and run thru April, 2016.

West Louisville was designated by the U.S. Housing and Urban Development as an Enterprise Community in 1994. However, today it is characterized as one of the most economically depressed urban neighborhoods in the United States (Jefferson County 2007).

According to the 2015 study from the University of Louisville, Institute for Sustainable Health & Optimal Aging, 56,200 people live in 40210, 40211, 40212 zip codes of the West Louisville area. The poverty rate in West Louisville is 42% compared to the regional average of 12.4% (Census 2000).

According to UofL Institute for Sustainable Health & Optimal Aging the number of individuals ages 65 and up in poverty in our program service zip codes, 40210, 40211, 40212, total 2,066. The number of individuals with some form of disability living in poverty in our service program zip codes, 40210, 40211, total 4570.

In addition, this group is facing high unemployment rates reported at twice the citywide average for Metro Louisville. Due to severe financial challenge the client is facing eviction (26%). Disconnection of LG&E or Louisville Water Company utility service (81%) or is unable to purchase much needed prescription medications (9%). As these percentages indicate, some clients require assistance in multiple areas.

West Louisville Community Ministries clients are typically made up of African American (94%), female (77%), single or divorced (83%)

B: Describe specifically how the funding will be spent including identification of funding to sub grantee(s):

The funding will be spent on the following:

1. Rental of the facility African American Heritage Center \$900.00
2. Security required and provided by the center \$300.00
3. MC / DJ \$500.00
4. Giveaways \$500.00
5. Flyers / Programs \$300.00
6. Promotional Local Pre Radio Advertising \$500.00
7. Total: \$3,000.00

Note: There will be no sub contractors or grantee(s). Food vendors will attend and sell as listed vendors associated with the African American Heritage Center on a regular basis. They will make their own money from the attendees. This is a non profit event, no charge for admission for attendees or opportunity vendors. This project will focus on the youth of this community, ages 15-30 range. There will be a Youth Talent Show starting at 1pm Saturday Feb, 10th 2018 featuring youth persons or group acts, requiring no profanity or vulgarity to participate. All Opportunity Vendors will set up by 10am exposing all attendees (young people) to information and opportunities to enhance their direction or offer a new direction, we will have 40 tables available for Opportunity Vendors at no charge.

CT

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

C: If this request is a fundraiser, please detail how the proceeds will be spent:

This is not a fundraiser.

D: For Expenditure Reimbursement Only – The grant award period begins with the Metro Council approval date and ends on June 30 of Metro fiscal year in which the grant is approved. If any part of this funding request is for funds to be spent before the grant award period, identify the applicable circumstances:

- ☒ The funding request is a reimbursement of the following expenditures that will probably be incurred after the application date, but prior to the execution of the grant agreement:
- ✓ If selecting this option, the invoice, receipt and payment documentation should not be available as of the date of this application.

The Grantee will be required to submit financial reporting in accordance with the reporting schedule provided in the grant agreement.

- ☐ Reimbursements should not be made before application date unless an emergency can be demonstrated by the primary council sponsor. The funding request is a reimbursement of the following expenditures (attach invoices or proof of payment):
- ✓ Attach a copy of invoices and/or receipts to provide proof of purchase of activities associated with the work plan identified in this application.
 - ✓ Attach a copy of cancelled checks to provide proof of payment of the invoices or receipts associated with the work plan identified in this application.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

E: Describe the program's benefits to those being served (measurable outcomes). Include the program's process for collecting data and the indicators that will be tracked to measure the benefits to those being served:

Program Goals:

To provide an additional 35 households with an average age of 60 years or older emergency services.

To provide an additional 40 households having at least one member with a disability

To increase the percent of emergency service recipient's 65 years and older/or with a disability living in households having the lowest incomes and the highest energy costs financial support

Program Outcomes:

100% of all targeted households report reduced energy expenditures.

75 family households report improved health

100% of families living conditions improve

Tracking:

WLCM will use current intake forms, vendor agreements, and systems to track client intake activity.

WLCM will turn in a complete report for activities defining FY 2016 program results and activities as required by the grant administrator.

WLCM will also do post program follow-up to track client(s) progress and continuing needs.

F: Briefly describe any existing collaborative relationships the organization has with other community organizations. Describe what those partners are bringing to the relationship in general and to this program/project specifically.

WLCM's partners with the Association of Community Ministries to provide emergency services to clients in West Louisville. WLCM's also works with the Catholic Enrichment Center to help promote the various family services offered here in the building to all eligible.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 6 – PROGRAM/PROJECT BUDGET SUMMARY

THE PROGRAM/PROJECT BUDGET SHOULD REALISTICALLY ESTIMATE WHAT AMOUNT IS NEEDED FROM METRO GOVERNMENT AND WHAT IS EXPECTED FROM OTHER SOURCES.

Program/Project Expenses	Column 1	Column 2	Column (1+2)=3
	Proposed Metro Funds	Non- Metro Funds	Total Funds
A: Personnel Costs Including Benefits		93841	93841
B: Rent/Utilities	\$900.00	1200	2100
C: Office Supplies		4200	4200
D: Telephone		4500	4500
E: In-town Travel			
F: Client Assistance (See Detailed List on Page 8)		117037	117037
G: Professional Service Contracts			
H: Program Materials	\$300.00		300
I: Community Events & Festivals (See Detailed List on Page 8)	\$1,500.00		\$1,800
J: Machinery & Equipment			
K: Capital Project			
L: Other Expenses (See Detailed List on Page 8)		6000	6000
*TOTAL PROGRAM/PROJECT FUNDS	\$3,000.00	226,778	229,778
% of Program Budget	1 %	99 %	100%

List funding sources for total program/project costs in Column 2, Non-Metro Funds:

Other State, Federal or Local Government	
United Way	
Private Contributions (do not include individual donor names)	
Fees Collected from Program Participants	
Other (please specify)	226,778
Total Revenue for Columns 2 Expenses **	226,778

*Total of Column 1 MUST match "Total Request on Page 1, Section 2"

**Must equal or exceed total in column 2.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Detail for Client Assistance, Community Events & Festivals or Other Expenses shown on Page 7 (circle one and use multiple sheets if necessary)	Column 1	Column 2	Column (1 + 2) = 3
	Proposed Metro Funds	Non-Metro Funds	Total Funds
Security	\$ 300.00		\$ 300.00
DJ / MC	\$ 500.00		\$ 500.00
Phone charges	\$ 500.00		\$ 500.00
Pre Radio Advertising	\$ 500.00		\$ 500.00
(Services Provided by WJMC)		117,037	\$ 117,037
Emergency Services (contract)			
Book Keeping		\$ 6,000.00	\$ 6,000.00
Total	\$ 1,800.00	\$ 123,037	\$ 124,837

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Detail of In-Kind Contributions for this PROGRAM only: Includes Volunteers, Space, Utilities, etc. (Include anything not bought with cash revenues of the agency).

Donor / Type of Contribution	Value of Contribution	Method of Valuation
N/A	N/A	N/A
Total Value of In-Kind (to match Program Budget Line Item. Volunteer Contribution & Other In Kind)		

*** DONOR INFORMATION REFERS TO WHO MADE THE IN KIND CONTRIBUTION. VOLUNTEERS NEED NOT BE LISTED INDIVIDUALLY, BUT GROUPED TOGETHER ON ONE LINE AS A TOTAL NOTING HOW MANY HOURS PER PERSON PER WEEK**

Agency Fiscal Year Start Date: 7/1/2017

Does your Agency anticipate a significant increase or decrease in your budget from the current fiscal year to the budget projected for next fiscal year? NO ☒ YES ☐

If YES, please explain:

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 1 - CERTIFICATIONS & ASSURANCES

By signing Section 7 of the Grant Application, the authorized official signing for the applicant organization certifies and assures to the best of his or her knowledge and/or belief the following Assurances and Certifications. If there is any reason why one or more of the assurances or certifications listed cannot be certified or assured, please explain in writing and attach to this application.

Standard Assurances

1. Applicant understands this application and its attachments as well as any resulting grant agreement, reports and proof of expenditure is subject to Kentucky's open records law.
2. Applicant understands if the grant agreement is not returned to Louisville Metro within 90 days of its mailing to the applicant, the approval is automatically revoked and the funds will not be disbursed to our organization.
3. Applicant and any sub grantee will give Louisville Metro Government access to and the right to examine all paper or electronic records related to the awarded grant for up to five years of the grant agreement date.
4. Applicant assures compliance with the grant requirements and will monitor the performance of any third party (sub-grantee).
5. The Agency is in good standing with the Kentucky Secretary of State, Louisville Metro Government, the Jefferson County Revenue Commission, the Internal Revenue Service, and the Louisville Metro Human Relations Commission.
6. Applicant understands failure to provide the services, programs, or projects included in the agreement will result in funds being withheld or requested to be returned if previously disbursed.
7. Applicant understands they must return to Louisville Metro any unexpended funds by July 31 following the Metro Louisville's fiscal year end.
8. Applicant understands they must provide proof of all expenditures (canceled checks, receipts, paid invoices). The Applicant understands the failure to provide proof of expenditures as required in the grant agreement could result in funding being withheld or request to be returned if previously disbursed.
9. Applicant understands if this application is approved, the grant agreement will identify an award period that begins with the Metro Council approval date, and will end with June 30 of the fiscal year in which the grant is approved. Expenditures associated with this award expected to occur prior to the award period (approval date) must be disclosed in this application in order to be considered compliant with the grant agreement.
10. Applicant understands if we choose to incur expenditures prior to the approval of the application by the Metro Council, there is no guarantee that funding will be reimbursed, as the Council may choose not to award the application.
11. Applicant will establish safeguards to prohibit employees or any person that receives compensation from awarded funds from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

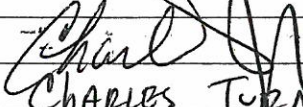
Standard Certifications

1. The Agency certifies it will not use Louisville Metro Government funds for any religious, political or fraternal Activities.
2. The Agency has a written Affirmative Action/Equal Opportunity Policy.
3. The Agency does not discriminate in employment or in provision of any service/program/activity/event based on age, color, disabled status, national origin, race, religion, sex, gender identity or sexual orientation, or Vietnam era veteran status.
4. The Agency certifies it will not require clients, recipients, or beneficiaries to participate in religious, political, fraternal or like activities in order to receive services/benefits provided with Louisville Metro Government funds.
5. The Agency understands the Americans with Disabilities Act (ADA) and makes reasonable accommodations.

Relationship Disclosure: List below any relationship you or any member of your Board of Directors or employees has with any Councilperson, Councilperson's family, Councilperson's staff or any Louisville Metro Government employee.

SECTION 2 - CERTIFICATIONS & ASSURANCES

I certify under the penalty of law the information in this application (including, without limitation, "Certifications and Assurances") is accurate to the best of my knowledge. I am aware my organization will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am legally authorized to sign this application for the applying organization and have initialed each page of the application.

Signature of Legal Signatory:		Date:	11/23/17
Legal Signatory: (please print):	Charles Turner, Jr	Title:	Executive Director
Phone:	(502) 262-9091	Extension:	
Email:	Sphinxcase@hotmail.com		

WEST LOUISVILLE COMMUNITY MINISTRIES

JULY 1, 2016- JUNE 30, 2017

ATTACHMENT TO GRANT APPLICATION

CLIENT DIRECT ASSISTANCE:	METRO	NON-METRO	TOTAL
RENT	7,206	5,794	13,000
UTILITIES	36,030	64,807	100,837
MEDICINE	<u>1,801</u>	<u>1,399</u>	<u>3,200</u>
	45,037	72,000	117,037
	=====	=====	=====

OTHER EXPENSES

CONTRACTED BOOKKEEPING	6,000
	=====

"The Yearlings Club Presents"

Louisville Has Talent & Opportunity

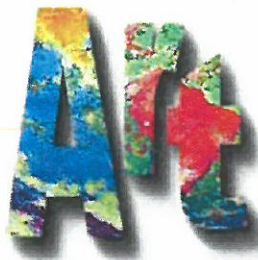
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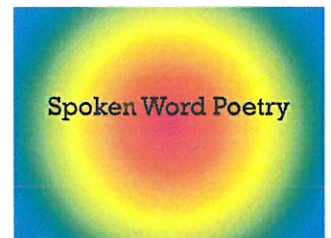
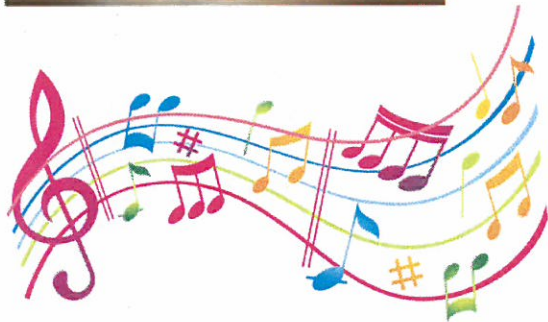
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1701 West Muhammad Ali Blvd, Louisville, KY

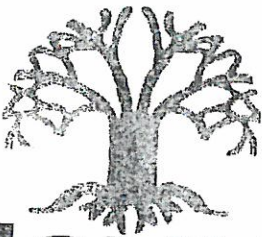
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ART
OF
STORYTELLING



Here Is Your Chance To Get Exposure & Your Talent Displayed
held in conjunction with West Louisville Community Ministries



ARCHDIOCESE OF LOUISVILLE

Office of Multicultural Ministry



Ministries

African
Ministries

African
American
Ministries

Bi-racial
Ministries

Filipino
Ministries

Haitian
Ministries

Hispanic
Ministries

Vietnamese
Ministries

Rural
Ministries

Native
American
Ministries

Korean
Ministries

Pacific
Islander
Ministries

Belizean
Ministries

Maloney ☐ Center

1200 South Shelby Street
Louisville, KY 40203-2600
(502) 636-0296
(502) 636-2379 Fax
omm@archlou.org Email

Catholic ☐ Enrichment Center

3146 West Broadway
Louisville, KY 40211
(502) 776-0262
(502) 776-1962 Fax
cec@archlou.org Email

November 23, 2017

To Whom It May Concern,

The Archdiocese of Louisville, Office of Multicultural Ministry, being good stewards to the community provides office space to the West Louisville Community Ministries, Inc. free of charge and has done so for a number of years.

Sincerely,

M. Annetto Maudley-Turner

Executive Director
Office of Multicultural Ministry

**LOUISVILLE METRO COUNCIL
NEIGHBORHOOD DEVELOPMENT FUND SUPPLEMENTAL
DISCLOSURE REQUIRED FOR REQUESTS BY CHURCHES, RELIGIOUS
OR FAITH-BASED ORGANIZATIONS**

It is the policy of the Louisville/Jefferson County Metro Council that no appropriation to a Church, to a religious or faith-based organization, or to any organization whose activities support a Church or religious or faith-based organization will be approved unless the prospective grantee clearly demonstrates, in writing, that it is committed to compliance with each of the following conditions and requirements.

Legal Name of Applicant Organization: *West Louisville Community Ministries, Inc*

As in the case of all legislative enactments, the appropriation must be for a public purpose. In other words, the appropriation must have a secular legislative purpose to support a program which benefits the public, and which has been, or could be undertaken by the government.

The appropriation must be totally and demonstrably earmarked for the beneficiary activity or program with no tangible or significantly intangible benefit inuring to the organization. Specifically, the appropriation may not fund equipment used by the organization, nor may it be used for improvements to real or personal property owned by the grantee church or organization.

The beneficiary activity or program must be open to the public as opposed to being restricted to church or organization members or affiliates.

The grantee church or organization may not use public funds in any way that involves worship, religious instruction, or religious practice.

Public funds involved in the grant may not be used to support a school or any program of instruction operated by the grantee church or organization, or in its name.

The grantee organization may not use public funds in any way that involves proselytization or self-promotion of the organization.

The grantee church or organization must establish and maintain a system of recordkeeping which clearly and completely documents its use of the public funds involved in the grant.

SIGNATURE

I agree under the penalty of law to comply with all the items in this disclosure. I am aware my organization will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am legally authorized to sign this disclosure for the applying organization.

Signature of Legal Signatory:

Date: *11/23/17*

Legal Signatory (please print):

Title: *Executive Director*

Phone:

502-262-9091

Extension:

Email: *Sphinxcase@hotmail.com*

ARTICLES OF INCORPORATION

OCT 10 1986

OF

WEST LOUISVILLE COMMUNITY MINISTRIES, INC.

Dezell R. Davis

SECRETARY OF STATE

WE, THE UNDERSIGNED, having associated for the purposes of forming a non-profit, non-stock corporation, under and pursuant to the laws of the Commonwealth of Kentucky, and more particularly Kentucky Revised Statutes, Chapter 273, hereby certify as follows:

ARTICLE I

The name of the Corporation shall be West Louisville Community Ministries, Inc.

ARTICLE II

The duration of the Corporation shall be perpetual.

ARTICLE III

The principal place of business of the Corporation is to be located at:

2422 West Chestnut St.
Louisville, KY 40211

and such other places in said city or elsewhere as its Board of Directors may by resolution designate.

The name of the registered agent for service of process is:

Reverend Clarence *B.* Lucas,

and the registered office is to be located at:

3815 W. Broadway
Louisville, Kentucky 40211

ARTICLE IV

The Corporation is organized and shall be operated exclusively for charitable and educational purposes as described within Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any later Federal tax laws), including for such purposes the making of distributions to organizations and individuals for the purpose of engaging in activity falling within the purposes of the Corporation and permitted for an organization exempt under said Section 501(c)(3).

The purposes of the Corporation shall be more specifically stated as follows:

- 1) to promote an ecumenical relationship among congregations;
- 2) to promote ministries that address the needs of those in crisis, without regard to race, color, sex, religion, disability, or any other non-merit criterion;
- 3) to promote and provide direct charitable assistance to those in need, including but not limited to the hungry, homeless, sick, aged, and poverty stricken;
- 4) to educate the community on issues of concern to it, and to educate individuals on skills that will increase their self-capacity;
- 5) to cooperate with other organizations providing assistance to the community.

ARTICLE V

The Corporation shall be irrevocably dedicated to and operated exclusively for, non-profit purposes. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

ARTICLE VI

In carrying out the corporation purposes described in Article IV, the corporation shall have all the powers granted by the laws of the State of Kentucky, including in particular those listed in Section 127.171 of the Kentucky Revised Statutes, except as follows and as otherwise stated in these Articles:

a) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

b) Notwithstanding, any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 502(c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions of any subsequent Federal tax

- C. Quorum and Voting. Each member shall have one vote and shall be counted once for purposes of quorum determination. The attendance at a membership meeting of one third (1/3) of the members in good standing and eligible to vote shall be necessary to constitute a quorum for the transaction of business, including election of officers. Unless otherwise stated in these By-laws or the laws of Kentucky, any official action of the membership shall necessitate a majority of the all the members present. There shall be no voting by proxy.
- D. Location of Membership meetings shall be at a location designated by the Board of Directors and specified in a written notice to the members.
- E. Notice shall be mailed to members in at least ten (10) days before such meeting is to be held, stating the date, location and hour of such meeting. Notice of a special meeting shall state its purpose. In an emergency, twenty-four (24) hour verbal notice may be provided. Written documentation of the attempts to contact each member shall be maintained for emergency meetings.

ARTICLE IV: Organization & Authority of the Board of Directors

4.1. General Powers and Duties. The Board of Directors has and may exercise any and all powers of the Corporation provided in the Articles of Incorporation or KRS 273 *et seq.* (the "Act") which are necessary or convenient to carry out the purposes of the Corporation which are not explicitly reserved by the Act, these Bylaws or the Articles of Incorporation. The business affairs and property of the Corporation shall be managed, controlled, and directed by and under the direction of the Board.

4.2. Composition. The number of Directors constituting the Board shall consist of a minimum of eleven (11) members and a maximum of fifteen (15). The Executive Director of the Corporation shall be an ex officio, non-voting member of the Board. The Archdiocese of Louisville Office of Multicultural Ministries shall have a seat on the Board to be filled by a Director appointed by the Archdiocese. Such Director shall be subject to the provisions of Article IV of these bylaws, with the exception of Section 4.4. Should such Director be removed pursuant to Section 4.8, any replacement appointed by the Archdiocese must have the consent of the Board of Directors of the Corporation.

4.3. Qualifications. Members of the Board of Directors must be committed to the purposes of and involved with WLCM, and be active in the community.

4.4. Election. Directors shall be elected by the membership at its Annual meeting. The President shall select a nominating committee, which shall make recommendations at the Annual meeting. Nominations shall also be taken from the floor. The election of Directors shall be by a majority of all members present at the meeting.

4.5. Term of Office. The term of office for Directors shall be for two (2) years and until a successor has been elected and has accepted his or her position. As close to 50% of Directors as possible, shall be elected at each Annual meeting.

4.6. Duties. Each Director is expected to actively participate in the management of the Corporation as specified in Section 4.1 and they shall serve on one or more Committees.

4.7. Meetings. Directors are expected to attend regular meetings and organization functions. Other staff members and visitors will attend meetings as necessary and requested by the Board to address specific issues.

c) If and so long as the Corporation is a private foundation as defined in Section 501(a) of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws:

1) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

2) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

3) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

4) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

5) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

ARTICLE VII

The names and addresses of the incorporators are:

INCORPORATOR

Stella Hill

Reverend John Gunnum

MAILING ADDRESS

3613 Northwestern Pkwy.
Louisville, KY 40212

452 North 26th Street
Louisville, KY 40212

ARTICLE VIII

The initial Board of Directors shall consist of three (3) Directors. The names and address of the members of the initial Board of Directors are:

Yvette Dalton

Reverend John Gunnum

101 South 44th Street
Louisville, KY 40212

452 North 26th Street
Louisville, KY 40212

Rev. John Gunnum
 REVEREND JOHN GUNNUM

Rev. Clarence B. Lucas
 REVEREND CLARENCE LUCAS

CL

STATE OF KENTUCKY
 COUNTY OF JEFFERSON

Before me, the undersigned authority, personally appeared YVETTE DALTON, and being duly sworn, acknowledged that she was an incorporator of the aforementioned Corporation, and that she signed the foregoing Articles of Incorporation as her free act and deed.

Witness my signature and seal of office this 8 day of October, 1986.

My commission expires: April 18, 1989.

Georgie Blythe
 NOTARY PUBLIC
 STATE AT LARGE, KENTUCKY

STATE OF KENTUCKY

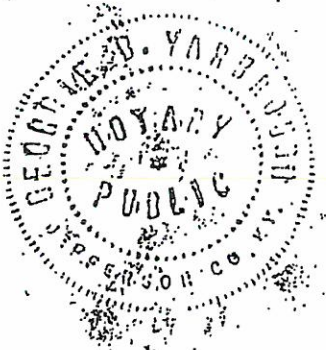
COUNTY OF JEFFERSON

Before me, the undersigned authority, personally appeared, REVEREND JOHN GUNNUM, and being duly sworn, acknowledged that he was an incorporator of the aforementioned Corporation, and that he signed the foregoing Articles of Incorporation as him free act and deed.

Witness my signature and seal of office this 8 day of October, 1986.

My commission expires: April 18, 1989.

George Byarbroough
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY



STATE OF KENTUCKY

COUNTY OF JEFFERSON

Before me, the undersigned authority, personally appeared, REVEREND CLARENCE LUCAS, and being duly sworn, acknowledged that he was an incorporator of the aforementioned Corporation, and that he signed the foregoing Articles of Incorporation as his free act and deed.

Witness my signature and seal of office this 8 day of October, 1986.

My commission expires: April 18, 1989.

George Byarbroough
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

LOGGED BY Brooke
AND RECORDED
1986 DEC -4 AM 11:01
PAID \$ 1.00
JIM POPP - NACOE J.C.C.
William D. Smith

17100513



Louisville Metro Revenue Commission



Account Verification

Account Lookup

Account Number: 839031

[Retrieve Account](#)

[Change My Password](#)

Account Detail

*** Account OK ***

FID: 611107555

SSN:

Business: CORP

Start Date: 2/1/1987

Trade Name:

Name: WEST LOUISVILLE COMMUNITY MINISTRIES INC

Business Address: PO BOX 2676

Address Status: ACT

City: LOUISVILLE

State: KY

Zip Code: 40201 -2676

PhoneNo: 5027782815

Ext.

Fax No:



Louisville Metro Revenue Commission == P.O. Box 35410, Louisville, KY 40232-5410 == 502-574-4860

Louisville

WEST LOUISVILLE COMMUNITY MINISTRIES, INC.**General Information**

Organization Number	0220560
Name	WEST LOUISVILLE COMMUNITY MINISTRIES, INC.
Profit or Non-Profit	N - Non-profit
Company Type	KCO - Kentucky Corporation
Status	A - Active
Standing	G - Good
State	KY
File Date	10/10/1986
Organization Date	10/10/1986
Last Annual Report	6/4/2015
Principal Office	P. O. BOX 2676 LOUISVILLE, KY 40201
Registered Agent	REV. GEOFFREY ELLIS 3146 WEST BROADWAY LOUISVILLE, KY 40211

Current Officers

President	<u>REV. GEOFFREY ELLIS</u>
Secretary	<u>REV. Wallace Gunn</u>
Director	<u>M ANNETTE TURNER</u>
Director	<u>EVELYN CUNNINGHAM</u>
Director	<u>RICKIE BROOKS</u>
Director	<u>REGINALD GLASS</u>
Director	<u>KAY FRAZIER</u>

Individuals / Entities listed at time of formation

Director	<u>YVETTE DALTON</u>
Director	<u>REV JOHN GUNNUM</u>
Director	<u>REV CLARENCE LUCAS</u>
Incorporator	<u>REV JOHN GUNNUM</u>
Incorporator	<u>REV CLARENCE B LUCAS</u>
Incorporator	<u>YVETTE DALTON</u>

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

<u>Annual Report</u>	6/4/2015	1 page	<u>PDF</u>
<u>Annual Report</u>	8/11/2014	1 page	<u>PDF</u>
<u>Annual Report</u>	6/28/2013	1 page	<u>PDF</u>
<u>Annual Report</u>	6/19/2012	1 page	<u>PDF</u>
<u>Annual Report</u>	2/21/2011	1 page	<u>PDF</u>

<u>Registered Agent name/address change</u>	5/25/2010	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	5/25/2010	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/4/2009	2 pages	<u>tiff</u>	<u>PDF</u>
<u>Registered Agent name/address change</u>	6/4/2009	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	4/15/2008	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	3/19/2007	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	4/27/2006	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	3/8/2005	1 page	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	4/1/2003	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	5/6/2002	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/8/2001	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	4/25/2000	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	4/20/1999	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	10/2/1998	1 page	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	10/1/1998	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1997	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1996	1 page	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	7/24/1995	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1995	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1994	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	3/26/1993	2 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1992	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1991	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1990	3 pages	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	2/2/1990	1 page	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	4/6/1988	1 page	<u>tiff</u>	<u>PDF</u>

Assumed Names**Activity History**

Filing	File Date	Effective Date	Org. Referenced
Annual report	6/4/2015 7:33:50 PM	6/4/2015 7:33:50 PM	
Annual report	8/11/2014 8:23:42 PM	8/11/2014 8:23:42 PM	
Annual report	6/28/2013 6:55:06 PM	6/28/2013 6:55:06 PM	
Annual report	6/19/2012 10:22:39 AM	6/19/2012 10:22:39 AM	
Annual report	2/21/2011 2:06:48 PM	2/21/2011 2:06:48 PM	
Annual report	5/25/2010 10:23:20 AM	5/25/2010	
Registered agent address change	5/25/2010 10:17:27 AM	5/25/2010	
Registered agent address change	6/4/2009 12:44:25 PM	6/4/2009	

Annual report	6/4/2009 12:43:38 PM	6/4/2009
Annual report	4/15/2008 12:09:15 PM	4/15/2008
Annual report	3/19/2007 2:05:41 PM	3/19/2007
Annual report	4/27/2006 8:24:48 AM	4/27/2006
Registered agent address change	4/1/2003 5:29:53 PM	4/1/2003
Registered agent address change	10/1/1998	10/1/1998
Sixty day notification	9/1/1998	9/1/1998
Registered agent address change	7/24/1995	7/24/1995

Microfilmed Images

Microfilm images are not available online. They can be ordered by faxing a Request For Corporate Documents to the Corporate Records Branch at 502-564-5687.

Annual Report	3/2/2005	1 page
Annual Report	5/25/2004	1 page
Annual Report	6/11/2003	1 page
Statement of Change	4/1/2003	1 page
Annual Report	5/6/2002	1 page
Annual Report	6/8/2001	1 page
Annual Report	4/25/2000	1 page
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Annual Report	3/26/1993	2 pages
Annual Report	7/1/1992	1 page
Annual Report	7/1/1991	1 page
Annual Report	7/1/1990	3 pages
Statement of Change	2/2/1990	1 page
Annual Report	7/1/1989	2 pages
Statement of Change	4/6/1988	1 page
Articles of Incorporation	10/10/1986	7 pages

Charles Alexander, III CPA
930 E Broadway
Louisville, KY 40204
502-584-2375

West Louisville Community Ministries, Inc
FINANCIAL STATEMENTS
November 30, 2015
COMPILATION

Charles Alexander, III CPA
930 E Broadway
Louisville, KY 40204
502-584-2375

To the Board of Directors
West Louisville Community Ministries, Inc
PO Box 2676
3146 West Broadway
Louisville, KY 40201

We have compiled the accompanying balance sheet of West Louisville Community Ministries, Inc as of November 30, 2015, and the related statements of income and retained earnings and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Charles Alexander, III CPA

December 14, 2015

West Louisville Community Ministries, Inc
BALANCE SHEET
As of November 30, 2015

ASSETS

CURRENT ASSETS

Cash in Bank Checking-General	\$ 933.65
Cash Checking - New SS	33,559.43
Prepaid Insurance	<u>2,943.82</u>

Total Current Assets	<u>37,436.90</u>
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PROPERTY AND EQUIPMENT

TOTAL ASSETS	<u><u>\$ 37,436.90</u></u>
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West Louisville Community Ministries, Inc
BALANCE SHEET
As of November 30, 2015

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ (300.00)
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Total Current Liabilities	<u>(300.00)</u>
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LONG-TERM LIABILITIES

Total Liabilities	<u>(300.00)</u>
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NET ASSETS

Fund Balance	69.65
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CURRENT NET INCOME	<u>37,667.25</u>
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Net Assets	<u>37,736.90</u>
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**TOTAL LIABILITIES AND
NET ASSETS**

	<u>\$ 37,436.90</u>
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West Louisville Community Ministries, Inc

INCOME STATEMENT

	1 Month Ended November 30,	%	1 Month Ended November 30,	%	5 Months Ended November 30,	%	5 Months Ended November 30,	%
Sales								
City	\$ 0.00	0.00	\$ 0.00	0.00	\$ 49,800.00	0.00	\$ 49,800.00	0.00
Board Members - Contributions	0.00	0.00	0.00	0.00	0.00	0.00	723.58	0.00
Churches	1,719.31	0.00	3,862.53	0.00	7,642.10	0.00	9,194.81	0.00
Other Income	0.00	0.00	0.00	0.00	0.00	0.00	3,843.00	0.00
Less Returns & Allowances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Sales	<u>1,719.31</u>	<u>0.00</u>	<u>3,862.53</u>	<u>0.00</u>	<u>57,442.10</u>	<u>0.00</u>	<u>63,561.39</u>	<u>0.00</u>
Cost of Goods Sold								
Net Salaries	0.00	0.00	3,711.12	0.00	3,531.72	0.00	17,695.20	0.00
Taxes, Payroll	488.00	0.00	1,982.45	0.00	1,140.63	0.00	3,209.60	0.00
DA - Rent	0.00	0.00	1,050.00	0.00	0.00	0.00	1,350.00	0.00
8th Ward Prescriptions Prog.	0.00	0.00	78.99	0.00	0.00	0.00	78.99	0.00
DA - Water	600.00	0.00	1,955.64	0.00	600.00	0.00	1,955.64	0.00
DA - LG&E	1,962.60	0.00	8,533.94	0.00	2,147.23	0.00	42,235.08	0.00
Legal and Accounting	2,000.00	0.00	500.00	0.00	2,000.00	0.00	2,500.00	0.00
Office Supplies	1,402.14	0.00	100.00	0.00	1,402.14	0.00	242.17	0.00
Telephone	633.14	0.00	501.08	0.00	1,059.15	0.00	2,163.08	0.00
Office Equipment Lease	0.00	0.00	0.00	0.00	0.00	0.00	586.85	0.00
Membership/Conf.	0.00	0.00	0.00	0.00	500.00	0.00	500.00	0.00
Insurance	119.00	0.00	119.00	0.00	119.00	0.00	119.00	0.00
Bank Charges	9.99	0.00	0.00	0.00	22.98	0.00	43.99	0.00
Contract Labor - Turner	2,176.00	0.00	0.00	0.00	4,352.00	0.00	0.00	0.00
Contract Labor - Flowers	1,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00
Contract Labor - Ditto	900.00	0.00	0.00	0.00	900.00	0.00	0.00	0.00
Total Cost of Goods Sold	<u>11,290.87</u>	<u>0.00</u>	<u>18,532.22</u>	<u>0.00</u>	<u>19,774.85</u>	<u>0.00</u>	<u>72,679.60</u>	<u>0.00</u>
Gross Profit	<u>(9,571.56)</u>	<u>0.00</u>	<u>(14,669.69)</u>	<u>0.00</u>	<u>37,667.25</u>	<u>0.00</u>	<u>(9,118.21)</u>	<u>0.00</u>

Yearling's Club Inc.
CONTRACT TO EXHIBIT

This event will be held on the premises of The African American Heritage Center.
It will include a Talent Show and various Opportunity Vendors who will offer Information,
Educational, Counseling, and or Job and Career Opportunities

Saturday February 10th, 2018

Event/Exhibit Location
Louisville Has Talent &
Opportunity Fair, African
American Heritage Center, 1701
West Muhammad Ali Blvd,
Lou, Ky 40203

Event Contact
Persons Michael Roberson,
502-310-7409, Jeff White
904-616-1504, or any Yearling
Club Member

This is a binding contract; please **TYPE** or **PRINT** legibly:

Name of Company _____ Items to be exhibited _____
Address of Company _____ City _____ State _____ Zip _____
Contact Person Business Phone _____ Contact Person Cell Phone _____
Website (if applicable) _____ E-Mail Address _____
Person(s) to attend event/staff table) _____ Cell Phone _____

➤ **This is a NON PROFIT EVENT.**

Vendor Set up Includes:

- 6 – 8 ft. (un)skirted table and two (2) chairs. (Personal tables are **NOT** permitted. Violators will be asked to leave)
- Announcement at event to encourage guests to shop vendor tables
- Access to 100+ anticipated guests

- Admission is free to the public.

Contract Agreement:

- Exhibit contract and be received not later than ten business days prior to event.
- Exhibit tables will be located in main arena African American Heritage Center .
- Exhibit set-up time: Saturday morning beginning at 9:00 AM.
- Exhibit break-down time: AT CONCLUSION OF EVENT, 5 PM.
- Exhibit set-up/break-down is the responsibility of vendor.
- Yearling's Club Inc, or The African American Heritage Center are NOT responsible for items left unattended, and are NOT responsible for damages, loss, theft or vandalism of vendor merchandise or displays.
- Vendor shall not sell or offer any item for sale or purchase that is considered illegal or unauthorized by the Metro Government of Louisville, Kentucky, Commonwealth of Kentucky or the United States of America.
- Vendor shall not sell or offer any item for sale or purchase that is considered unsafe or unauthorized by the Metro Government of Louisville; Commonwealth of Kentucky, or the United States of America. Firearms are prohibited.
- Vendor agrees to hold The Yearlings Club Inc and The African American Heritage Center harmless for any and all activity associated with the Louisville Has Talent & Opportunity Fair. This shall include, but not be limited to, any injury that may result to the vendor, their customers, their heirs, agents and or assigns, as well as any claim that may be associated with the gift of any product or service to any customer and any resulting injury, damage, and or claim of any nature that may result to anyone associated with the activity of vendor. This is a non profit event, no products except for food and beverage are to be sold at this event by pre- approved vendors .

By signing below, vendor states that he/she has read the entirety of this agreement and is executing the agreement with free will and complete understanding of the terms and conditions contained in this agreement.

Authorized Vendor Signature:

_____ Company Title: _____ Date: _____

Number of Tables _____

West Louisville Community Ministries, Inc

INCOME STATEMENT

	1 Month Ended November 30,	%	1 Month Ended November 30,	%	5 Months Ended November 30,	%
Operating Expenses						
Operating Income (Loss)	<u>(9,571.56)</u>	<u>0.00</u>	<u>(14,669.69)</u>	<u>0.00</u>	<u>37,667.25</u>	<u>0.00</u>
Other Income (Expense)					<u>(9,118.21)</u>	<u>0.00</u>
Net Income (Loss) Before Taxes	<u>(9,571.56)</u>	<u>0.00</u>	<u>(14,669.69)</u>	<u>0.00</u>	<u>37,667.25</u>	<u>0.00</u>
Net Income (Loss)	<u>\$ (9,571.56)</u>	<u>0.00</u>	<u>\$ (14,669.69)</u>	<u>0.00</u>	<u>\$ 37,667.25</u>	<u>0.00</u>

Charles Alexander, III CPA
930 E Broadway
Louisville, KY 40204
502-584-2375

West Louisville Community Ministries, Inc
FINANCIAL STATEMENTS
October 31, 2015
COMPILATION

Charles Alexander, III CPA
930 E Broadway
Louisville, KY 40204
502-584-2375

To the Board of Directors
West Louisville Community Ministries, Inc
PO Box 2676
3146 West Broadway
Louisville, KY 40201

We have compiled the accompanying balance sheet of West Louisville Community Ministries, Inc as of October 31, 2015, and the related statements of income and retained earnings and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Charles Alexander, III CPA

December 14, 2015

West Louisville Community Ministries, Inc
BALANCE SHEET
As of October 31, 2015

ASSETS

CURRENT ASSETS

Cash in Bank Checking-General	\$ 933.65
Cash Checking - New SS	43,130.99
Prepaid Insurance	<u>2,943.82</u>

Total Current Assets	<u>47,008.46</u>
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PROPERTY AND EQUIPMENT

TOTAL ASSETS	<u><u>\$ 47,008.46</u></u>
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West Louisville Community Ministries, Inc
BALANCE SHEET
As of October 31, 2015

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts Payable \$ (300.00)

Total Current Liabilities (300.00)

LONG-TERM LIABILITIES

Total Liabilities (300.00)

NET ASSETS

Fund Balance 69.65

CURRENT NET INCOME 47,238.81

Net Assets 47,308.46

**TOTAL LIABILITIES AND
NET ASSETS**

\$ 47,008.46

West Louisville Community Ministries, Inc

INCOME STATEMENT

	1 Month Ended October 31, 2015	%	1 Month Ended October 31, 2014	%	4 Months Ended October 31, 2015	%	4 Months Ended October 31, 2014	%
Sales								
City	\$ 49,800.00	0.00	\$ 49,800.00	0.00	\$ 49,800.00	0.00	\$ 49,800.00	0.00
Board Members - Contributions	0.00	0.00	0.00	0.00	0.00	0.00	723.58	0.00
Churches	2,750.00	0.00	497.78	0.00	5,922.79	0.00	5,332.28	0.00
Other Income	0.00	0.00	3,500.00	0.00	0.00	0.00	3,843.00	0.00
Less Returns & Allowances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Sales	52,550.00	0.00	53,797.78	0.00	55,722.79	0.00	59,698.86	0.00
Cost of Goods Sold								
Net Salaries	0.00	0.00	2,870.89	0.00	3,531.72	0.00	13,984.08	0.00
Taxes, Payroll	652.63	0.00	647.37	0.00	652.63	0.00	1,227.15	0.00
DA - Rent	0.00	0.00	300.00	0.00	0.00	0.00	300.00	0.00
DA - LG&E	0.00	0.00	14,194.59	0.00	184.63	0.00	33,701.14	0.00
Legal and Accounting	0.00	0.00	1,500.00	0.00	0.00	0.00	2,000.00	0.00
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	142.17	0.00
Telephone	0.00	0.00	924.44	0.00	426.01	0.00	1,662.00	0.00
Office Equipment Lease	0.00	0.00	99.00	0.00	0.00	0.00	586.85	0.00
Membership/Conf.	500.00	0.00	500.00	0.00	500.00	0.00	500.00	0.00
Bank Charges	0.00	0.00	26.99	0.00	12.99	0.00	43.99	0.00
Contract Labor - Turner	2,176.00	0.00	0.00	0.00	2,176.00	0.00	0.00	0.00
Contract Labor - Flowers	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00
Total Cost of Goods Sold	4,328.63	0.00	21,063.28	0.00	8,483.98	0.00	54,147.38	0.00
Gross Profit	48,221.37	0.00	32,734.50	0.00	47,238.81	0.00	5,551.48	0.00
Operating Expenses								
Operating Income (Loss)	48,221.37	0.00	32,734.50	0.00	47,238.81	0.00	5,551.48	0.00

West Louisville Community Ministries, Inc
INCOME STATEMENT

	1 Month Ended October 31, 2015	%	1 Month Ended October 31, 2014	%	4 Months Ended October 31, 2015	%	4 Months Ended October 31, 2014	%
Other Income (Expense)								
Net Income (Loss) Before Taxes	<u>48,221.37</u>	<u>0.00</u>	<u>32,734.50</u>	<u>0.00</u>	<u>47,238.81</u>	<u>0.00</u>	<u>5,551.48</u>	<u>0.00</u>
Net Income (Loss)	<u>\$ 48,221.37</u>	<u>0.00</u>	<u>\$ 32,734.50</u>	<u>0.00</u>	<u>\$ 47,238.81</u>	<u>0.00</u>	<u>\$ 5,551.48</u>	<u>0.00</u>

Internal Revenue Service
District Director

Department of the Treasury

P. O. BOX 2808
CINCINNATI, OH 45201

Date: FEB 23 1988

WEST LOUISVILLE COMMUNITY
MINISTRIES INC
PO BOX 2676
LOUISVILLE, KY 40201

Employer Identification Number:
61-1107556
Contact Person:
ANGELA RIVERA
Contact Telephone Number:
(513) 684-3578

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Ends:
Dec 31, 1990
Consent Applies:
No

Dear Applicant:

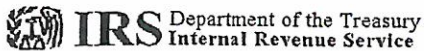
Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 507(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and contributors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your foundation status.

Letter 1045(BU/EG)



CINCINNATI OH 45999-0038

In reply refer to: 0248367584
Feb. 04, 2016 LTR 4168C 0
61-1107555 000000 00
00020110
BODC: TE

WEST LOUISVILLE COMMUNITY
MINISTRIES INC
PO BOX 2676
LOUISVILLE KY 40201

020727

Employer ID Number: 61-1107555
Form 990 required: No

Dear Taxpayer:

This is in response to your request dated Jan. 26, 2016, regarding your tax-exempt status.

We issued you a determination letter in February 1988, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WEST LOUISVILLE COMMUNITY MINISTRIES, INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Non-Profit Corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>1</u> Exemption from FATCA reporting code (if any) <u>A</u> (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) P O BOX 2676	Requester's name and address (optional)
6 City, state, and ZIP code LOUISVILLE, KY 40201-2676	
7 List account number(s) here (optional) 087412	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
61-1107555

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Geoffrey S Ellis, President</i>	Date ▶ <i>Oct 13, 2015</i>

TO: MS. CHERI BRYANT HAMILTON

FROM: YEARLINGS CLUB INC.

DATE: 12/04/2017

**THANKS SO MUCH FOR YOUR HELP AND SUPPORT THROUGHOUT THE
COMMUNITY.**

JEFFERY D. WHITE

PRESIDENT

YEARLINGS CLUB INC.



KENTUCKY CENTER FOR AFRICAN AMERICAN HERITAGE FACILITY LEASE AGREEMENT

This Facility Lease Agreement (this "Agreement"), dated as of July 8, 2017, is by and between the Kentucky Center for African American Heritage, with its principle address at 1701 West Muhammad Ali Boulevard, Louisville, Kentucky 40203 ("KCAAH") and the undersigned lessee (the "Lessee") as more specifically identified on the Facility Use Annex attached hereto and incorporated herein as **Exhibit 1** (the "Facility Use Annex").

WHEREAS, KCAAH has certain facilities available for temporary lease including, but not limited to, the Great Hall, Great Hall Overlook Rotunda, Great Hall Gallery, Pavilion Lobby, and Pavilion Lecture Gallery; and

WHEREAS, the Lessee desires to lease the facility or facilities indicated on the Facility Use Annex (collectively, the "Facility") and KCAAH desires to lease the Facility to the Lessee, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease of the Facility. The Lessee hereby leases from KCAAH the Facility during the date(s) and time(s) set forth in the Facility Use Annex (the "Lease Term"). The Lessee has the right to use the Facility for the limited purpose described in the Facility Use Annex. The Lessee has the right of ingress and egress for itself, its employees, agents and guests to the Facility through public halls, corridors and grounds subject at all times to compliance with this Agreement. Lessee may have access to the Facility for up to four hours prior to the beginning Lease Term for set-up and other preparation unless otherwise noted on the Facility Use Annex. Guests of Lessee shall not have access to the Facility until the Lease Term.

a. Daytime Facility Use. The Lessee will have shared access to the Great Hall and Main Lobby with the general public unless otherwise noted on the Facility Use Annex. Standard admission fees are not included in the Rent (as defined below). Daytime use of the Facility may begin no earlier than 8:00 AM and last no longer than 5:00 PM during the Lease Term and shall consist of up to a four (4) hour block of time unless otherwise agreed to by KCAAH and set forth on the Facility Use Annex.

b. Evening Facility Use. The Lessee shall only have access to the Facility as set forth on the Facility Use Annex and to no other areas of the premises. **In any event evening use of the Facility shall last no longer than 11:00 PM during the Lease Term and shall consist of up to a four (4) hour block of time unless otherwise agreed to by KCAAH and set forth on the Facility Use Annex.**

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KCAAH's Initials AD



c. **Overtime.** With the prior written consent of KCAAH, an event at the Facility may go longer than the time in the Lease Term, however, Lessee will be charged \$200.00 per hour, or portion thereof, in which the event goes over the Lease Term.

2. **Rent, Payment Schedule, Security Deposit, Support Charges and Final Billing.** All sums due and payable to KCAAH under this Agreement shall be paid in United States funds by credit card, check, money order, cashier's check or as otherwise approved by KCAAH.

a. **Rent.** The Rent that the Lessee shall pay KCAAH for the Facility is set forth on the Facility Use Annex (the "Rent").

b. **Payment Schedule.** Rent, including applicable taxes, if any, that the Lessee shall pay KCAAH for the lease of the Facility and other charges and expenses are specified on the Facility Use Annex form. All sums shall be due and payable as defined in the payment schedule set forth on the Facility Use Annex (the "Payment Schedule").

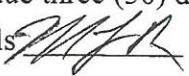
c. **Security Fee.** A \$300.00 security fee is required to lease the Facility. The Security Fee is due and payable as set forth on the Payment Schedule. If after the Lease Term any damage or breakage beyond normal wear and tear occurs to the Facility as determined by KCAAH, we reserves the right to bill the Lessee to take care of unusual cleaning problems or damages as a result of Lessees lease of the Facility.

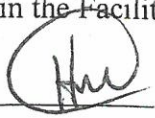
d. **Support Charges.** Upon the mutual agreement of KCAAH and the Lessee, KCAAH shall provide additional support services, personnel and/or utilities. The applicable rates for support services, personnel and utilities are those are set forth on KCAAH's Personnel & Utility Services Rate Schedule a current copy of which is available upon request. These and any other applicable charges shall be listed on the invoice.

3. **Billing Policies.**

a. **Initial Payment.** One hundred percent (100%) of the Rent and other Facility lease amounts set forth in the Facility Use Annex will be due upon execution of this Agreement by the Lessee. KCAAH will not consider this Agreement as being confirmed and in full force and effect unless and until KCAAH has received a signed copy of this Agreement with the required Payment. KCAAH will mail or email to the Lessee a final confirmation notice to the address set forth on the Facility Use Annex upon receipt of an executed version of this Agreement and the Initial Payment. If KCAAH has not received the required Initial Payment as specified herein, KCAAH may, at its sole option consider this Agreement null and void.

b. **Remaining Payments.** All remaining payments as set forth in the Facility Use Annex are due three (30) days prior to the Lease Term.

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KCAAH's Initials 



c. **Final Settlement.** A final invoice shall be issued by KCAAH and shall incorporate all Rent and other charges. KCAAH must receive payment in full for the undisputed balance of the final invoice at least three (30) days prior to the planned event at the Facility. That date shall be considered the date of final settlement. Unpaid, undisputed balances are subject to a finance charge of one and one-half percent (1.5%) per month, or portion thereof, in which such balances are not paid.

Bounced or Returned Checks. If a personal or company check used to make any payment to KCAAH bounces or is returned for insufficient funds or otherwise, KCAAH may charge the Lessee a \$50.00 fee for each time the check bounces or is otherwise returned. If a Lessee's check bounces or is otherwise returned, KCAAH may immediately cancel this Agreement pursuant to Section 3(f).

e. **Termination.** If any sums are not received as set forth in the Payment Schedule, KCAAH reserves the right to cancel this Agreement. In the event of cancellation by KCAAH due to Lessee's failure to timely pay, the Lessee shall have no right to use the Facility and shall forfeit all fees and deposits paid up to the effective date of termination as liquidated damages.

4. **KCAAH Logos or Images.** The use of logos, images or other copyrighted or trademarked material of the African-American Heritage Foundation, KCAAH or the Facility is strictly prohibited without the express written permission of KCAAH or such other required parties, as applicable. This Agreement grants no license in the use of such logos, images or other materials for any purpose including invitations, programs, postcards or other promotional material for the event planned at the Facility. Use of such logos, images or other materials may subject the Lessee to legal action.

5. **Inappropriate Conduct.** The conduct of the Lessee and its guests at the Facility shall at all times be consistent with the high quality, uniqueness and value of the Facility surroundings. At KCAAH's sole discretion, security personnel may remove any person creating a nuisance, acting in an abusive or threatening manner, or endangering other guests, themselves, or the physical environment of the Facility.

6. **Permits and Taxes.** The Lessee is responsible for obtaining all permits, licenses and union and trade organization clearances required by law or otherwise for Lessee's use of the Facility. The Lessee is also responsible for the payment of all taxes, fees and charges required by any legal authority associated with its use of the Facility.

7. **Capacity.** Room capacities for the Facility are set according to applicable fire codes. Lessee will adhere to the capacities predetermined by KCAAH. KCAAH reserves the right to turn away Lessee's guests at the door if the predetermined capacity has been exceeded.

Lessee's Initials

KCAAH's Initials



8. **Damage to Facility.** The Lessee is entirely responsible for damage to the Facility caused by the Lessee or its employees, agents or guests during the Lease Term. The Lessee shall have the ability to inspect the Facility or its surrounding areas prior to the Lease Term and also no later than forty-eight (48) hours after the Lease Term. The Lessee shall make KCAAH aware of any damage to the Facility or the surrounding area noticed during its inspection prior to the Lease Term. KCAAH shall inspect the Facility and the surrounding area after the Lease Term to determine if any damage was sustained as a result of Lessee's occupancy. If KCAAH determines that damaged was sustained to the Facility or the surrounding area, KCAAH shall notify the Lessee the nature and extent of such damage and repair the damage at the Lessee's cost and expense.

9. **Discrimination.** The Lessee shall not discriminate against any person at the Facility sex, race, color, religion, ancestry, national origin, disability or sexual orientation. The Lessee shall not directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication that states or implies that the Facility or any service at the Facility will be refused or restricted due to discrimination.

10. **Insurance.** As needed, the Lessee shall procure and maintain throughout the Lease Term, unless otherwise agreed to by KCAAH, commercial generally liability insurance including (i) premises/operations; (2) products/completed operations hazard; (iii) broad form contractual; and (iv) personal injury. This general liability insurance shall cover occurrences in or on any part of the Facility and appurtenant lands owned by KCAAH with limits of liability of not less than \$1,000,000 combined single limits for bodily injury and property damage. A certificate of insurance that complies with this Agreement in the form acceptable to KCAAH shall be provided to KCAAH fifteen (15) days prior to the lease of the Facility. The insurance policy shall name KCAAH as an additional insured and provide that the policies may not be canceled or materially altered until at least fifteen (15) days prior written notice has been given to KCAAH. The insurance carriers providing such insurance shall have an A.M. Best's rating of A- or better and shall be authorized to do business in the Commonwealth of Kentucky.

11. **Facility Operational Lease Policy.** The KCAAH Facility Operational Lease Policy (the "Policy") as attached hereto as **Exhibit 2**, or as may be subsequently amended, is hereby incorporated into this Agreement and is fully binding. The Policy in effect as of the Lease Term shall prevail. Any breach of any term or provision of the Policy by the Lessee, or any party operating under the Lessee's control, shall be considered a breach of this Agreement.

12. **Facility Use Rules.** In addition to the requirements set forth in the Policy, the Lessee shall abide by the following Facility use rules. KCAAH does not permit smoking in the Facility. Smoking is permitted outside of the Facility only. Lessee and its guests shall fully abide by the KCAAH Acceptable Use Policy for Internet Access at the Facility as attached hereto as **Exhibit 3** or as such policy may be subsequently amended and in effect as of the

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KCAAH's Initials AK



applicable Lease Term. KCAAH prohibits fund raising within the Facility by its lessees for the benefit of other eleemosynary organizations. The Facility may not be used by political advocacy groups because of KCAAH's 501(c) (3) status. Non-profit groups must provide proof of non-profit status in order to receive any applicable discount. Background music, other entertainment and lighting are each subject to KCAAH's prior approval. Lessee may not move, alter, or otherwise change any exhibit, artifact or display in place at the time of the Lease Term. If candles are being used in the Facility, the flame must be contained by the candle container. **Nails, tacks, screws, tape or other fasteners or adhesives may not be used at the Facility.** The use of flower petals, glitter, confetti, tinsel, rice or birdseed is strictly prohibited at the Facility. Helium balloons are not permitted at the Facility. The use of non-helium balloons is prohibited. If the Lessee fails to abide by any of the foregoing prohibition on the use of any prohibited item, KCAAH may impose an additional cleaning fee to cover the extra cleaning time need in relation to the use of any prohibited item. KCAAH will bill the Lessee for the additional cleaning fee following the Lease Term and Lessee hereby agrees to pay such additional fee.

13. **Security.** KCAAH maintains twenty-four (24) hour electronic monitoring building security at the Facility. The Lessee is responsible for event security services securing the Facility and surrounding areas during the entire Lease Term if needed and noted. The Lessee is responsible for all cost associated with event security services. A minimum level of event security will be determined and mutually agreed to by the Lessee and the KCAAH. The event security service provided must be approved in advance by the KCAAH. The Lessee shall provide the KCAAH a detailed breakdown of event security plans, as well as provide a facility security walk-through prior to execution of event.

14. **Rental Items Brought to the Facility; Deliveries.**

a. If the use of items not otherwise provided by the Exclusive Services is allowed by KCAAH, placement, set-up and removal of all rental items such as tables and chairs, special linens or audio-visual equipment not owned by KCAAH are the complete responsibility of the Lessee. KCAAH can provide assistants to the Lessee for placement, set-up, breakdown, and removal of designated rental items, upon request, at a minimal cost. KCAAH has a limited amount of tables and chairs that may be used by Lessee, upon request, at a minimal cost. The value of any missing or damaged items will be deducted from the Security Deposit. All deliveries of equipment, supplies, materials, etc. are to be approved and prearranged with KCAAH. KCAAH is not responsible for storing any of the Lessee's belongings before or following the Lease Term unless otherwise noted. All materials, including all packaging materials, are to be removed from the Facility and its surrounding areas immediately following the Lease Term.

b. **The Statement:** Lessee will pay KCAAH a **\$250.00** damage deposit to be allowed to bring in and set up one ice sculpture. If no damage results from the set up and removal of the ice sculpture after the event, this deposit will be refunded. However, if damage is

Lessee's Initials MAH

KCAAH's Initials AW



discovered as a result of this item the Lessee's deposit of \$250.00, will not be refunded. Also the ice sculpture and all items associated with the setup, i.e. tubs, drains, hoses, etc., will need to be removed immediately after the event by the vendor. If KCAAH staff is used to dispose of all or part of the sculpture, the deposit will be used to pay for the staff needed to remove the item.

Section Two of Statement: Rental Payment, Security Deposit Support Charges, and Final Billing

An additional damage deposit of \$250.00 will be due with the return of this lease agreement, if Lessee is providing an ice sculpture at the event. All other provisions of this lease will remain in full force until termination of the contract period.

15. Food and Beverages. All food and beverages, including but not limited to alcohol, served in the Facility must be provided by a vendor previously approved by KCAAH (the "Approved Vendor"). No food or beverages of any kind are to be brought into the Facility by the Lessee or their guest, without the prior written approval of KCAAH. Absolutely no alcohol may be given or otherwise provided to an Approved Vendor by the Lessee to be served at the facility. With the prior written approval of KCAAH, Lessee may use a vendor other than the Approved Vendors; however, the Lessee will be charged \$200.00 for each non-approved vendor used by Lessee. Vendors used by Lessee other than the Approved Vendors are still subject to the 15% gross sales fee remitted to the KCAAH. Neither the Lessee nor their guests may bring their own alcohol into the Facility or take alcohol out of the Facility. Only an Approved alcohol Vendor may serve or transport alcohol. Self-service bars and/or beer kegs are not allowed at the Facility. If the Lease Term is two hours in length the bar service must conclude at least fifteen minutes prior to the end of the event. If the Lease Term is four hours in length or more, bar service must conclude at least thirty minutes prior to the end of the event.

16. Utilities. Rent includes lighting and heating or air conditioning in the Facility during the Lease Term and during the agreed upon times for set-up and break-down set forth in the Facility Use Annex, if any. Lighting and heating or air conditioning in the Facility requested beyond the Lease Term and any agreed upon times, may be provided through mutual agreement of KCAAH and Lessee at the applicable hourly, or portion thereof, rate on the utility service rate schedule set forth on the Facility Use Annex. Exhibits, displays, productions or performances that require utility service beyond the normal service to the Facility are provided may be provided at the rate mutually agreed to by KCAAH and Lessee.

17. Copyrighted or Trademarked Material. Lessee hereby warrants that no artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during Lessee's use of the Facility, unless Lessee has obtained express written permission and license from the copyright or trademark holder. Lessee covenants to strictly comply with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Facility. Lessee is responsible for

Lessee's Initials

A handwritten signature in dark ink, appearing to be "MFR", written over a horizontal line.

KCAAH's Initials

A handwritten signature in dark ink, appearing to be "KCAAH", written over a horizontal line.



(a) declare the entire Rent for the Lease Term due and payable; (b) give notice of termination with twenty-four (24) hours for the Lessee to resolve or begin to resolve any alleged default to the satisfaction of KCAAH; and/or (c) seek other remedies available at law or equity. No notice of termination provided pursuant to this Section shall relieve any breach of this Agreement. After termination, the relation between KCAAH and the Lessee shall be the same as if the Lease Term fully expired and KCAAH shall retake possession of the Facility and the Lessee shall pay the full amount of Rent due under this Agreement together with all other costs, expenses and damages incurred by KCAAH as a result of the breach of this Agreement. The use of any partial or single remedy shall not prevent KCAAH from using any other remedy available to it.

24. Default by KCAAH. KCAAH is in default of this Agreement if KCAAH: (i) fails to provide the Facility on the Lease Term; (ii) breaches any material provision of this Agreement; or (iii) ceases doing business. Should KCAAH default under this Agreement, the Lessee may: (a) receive the unearned rent paid to KCAAH under this Agreement; (b) give notice of termination with twenty-four (24) hours for KCAAH to respond to any alleged default; (c) seek other remedies available at law or equity. No notice of termination provided pursuant to this Section shall relieve any breach of this Agreement.

25. Cancellation Damages. If the Lessee reduces or otherwise cancels the Facility or the Lease Term, the Lessee shall lose 100% of the down payment based on the Lease Agreement.

26. Indemnification. Lessee hereby agrees to defend, indemnify and hold harmless KCAAH as well as its directors, officers, employees, agents, representatives and guests (collectively, the "Indemnified Parties") from and against any and all actions, claims suits, losses, damages, obligations, liabilities and/or expenses (including reasonable attorneys' fees and court costs) of every kind whatsoever which may arise in whole or in part, directly or indirectly, form or be connected with: (i) any accident occurrence, injury to persons or property which may occur, be caused by, or be connected with, in whole or in part, directly or indirectly, the lease of the Facility by the Lessee; or (ii) the breach of any covenant or agreement of Lessee contained in this Agreement. If Lessee fails to promptly assume or at any time to vigorously defend any action, claim, suit or proceeding relating to the foregoing indemnities, the Indemnified Party may, but are not obligated to, defend the action in the manner it or they deem appropriate, and Lessee shall pay to the appropriate party any amount incurred, which shall include, for this purpose, any settlement incurred or agreed to by the Indemnified Party as well as all reasonable legal fees and costs incurred. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

27. Liability. Notwithstanding anything else in this Agreement to the contrary, the Lessee shall be liable for the negligent or willful acts or omissions of its employees, directors, officers, agents, invitees, contractors or others acting on its behalf or within its authority.

Lessee's Initials

A handwritten signature in black ink, appearing to be "MFR", written over a horizontal line.

KCAAH's Initials

A handwritten signature in black ink, appearing to be "RW", written over a horizontal line.



28. **Collateral Contracts.** The Lessee shall be responsible for all other contracts, obligations and expenditures made in connection with its use of the Facility. By way of illustration and not limitation, these contracts may include entertainment, catering, fees, licenses, insurance, special furnishings, decoration, staffing, etc.

29. **Attorney's Fees.** In any action to construe or enforce the terms and conditions of this Agreement, the prevailing party (as determined by a court of competent jurisdiction, if necessary) in such action and in any appeals taken therefore, shall be entitled to recover its reasonable attorneys' and court fees and costs.

30. **Parking.** KCAAH has 185 parking spots available. This indemnity shall be effective as to any loss or damage arising from parking services offered at the Facility by the Lessee, volunteers, third parties or any agent, employee or invitee of the Lessee.

31. **Unavailability of Facility (Force Majeure).** In the event that (i) the Facility is not available for occupancy during the Lease Term due to fire, casualty, tornado, flood, war; acts of terrorism, acts of God, national emergency, riots, governmental action or directives; or (ii) all practical use of the Facility by Lessee is prevented by labor strikes against KCAAH (but not labor strikes against the Lessee or against any person admitted to the Facility by the Lessee) then KCAAH or the Lessee may cancel this Agreement upon written notice to the other. In such event, neither party shall have any claim against the other by reason of the cancellation. In the event of interruptions due to such unavailability, the Lessee shall be liable only for the earned portion of the Rent and any additional charges otherwise due under this Agreement. Deposits received in excess of the amount due shall be returned to the Lessee.

32. **Amendment.** No change, modification, addition or amendment of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement it sought.

33. **Waiver.** No waiver by either party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by either party in exercising any right or remedy shall operate as a waiver thereof and no single or partial exercise of a right or remedy shall preclude any other or future exercise thereof, of the exercise of any other right or remedy.

34. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

35. **Entire Agreement.** This Agreement and its attached Exhibits constitute the entire agreement between the parties and supersede all prior and other understandings with respect to the subject matter hereof.

Lessee's Initials

KCAAH's Initials



36. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

37. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of law principles.

38. **Notices.** Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given for all purposes if sent by electronic mail or facsimile transmission with return acknowledgement by the receiving party or by certified mail, return receipt requested to the address of KCAAH shown above or the address of the Lessee set forth on the Facility Use Annex.

39. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

40. **Counterparts and Order of Precedence.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. If there are any conflicts between the Sections of this Agreement and any Exhibit, the Sections of this Agreement shall control.

41. **Time is of the Essence.** All times specified in this Agreement for the performance of the obligations of the parties shall be deemed of the essence.

42. **Headings and Captions.** The headings and captions of this Agreement have been included solely for convenience of reference and shall in no way define, limit or describe any of the provisions of this Agreement.

43. **Warranties of Authority.** The persons signing this Agreement on behalf of KCAAH and the Lessee, respectively, warrant that: (i) they are authorized to execute this Agreement on behalf of KCAAH and the Lessee; (ii) they have the authority to bind KCAAH and Lessee to this Agreement; and (iii) this Agreement constitutes a legal, valid and binding obligation of the KCAAH and Lessee, enforceable against each in accordance with its terms.

Lessee's Initials

Handwritten initials of the Lessee, appearing to be "MHR".

KCAAH's Initials

Handwritten initials of KCAAH, appearing to be "HW".



IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized signatories as of the date first set forth above.

LESSEE:
YEARLINGS CLUB, INC.

By: [Signature]

Name: _____

Title: Financial Sec

Date: 7-8-17

KENTUCKY CENTER FOR AFRICAN AMERICAN HERITAGE:

By: [Signature]

Name: Hosea Mitchell

Title: Chief Operating Officer

Date: July 8, 2017

Lessee's Initials

[Signature]

KCAAH's Initials

[Signature]



EXHIBIT 1

FACILITY USE ANNEX

1. **Lessee Information:**

Name: YEARLINGS CLUB, INC.
Address: 4309 W. Broadway Street
Louisville, KY 40211-3122

Telephone #: (502) 310-7409
Facsimile #:
E-Mail: michaelroberson1@twc.com
Attn: Michael L. Roberson

2. **Brief Description of the Event to be held at the Facility:**

KCAAH # – YEARLINGS CLUB, INC.’S LOUISVILLE’S GOT TALENT & OPPORTUNITIES FAIR

3. **Facility and Lease Term:**

Day/Date	Start/End Time	Location	Function	# of Guests	Rent
Saturday, February y 10, 2018	8:00a.m.- 5:00pm	Brown Forman Great Hall	Luncheon		\$ 900.00
Sub-Total Rent					\$ 900.00
Total Rent					\$ 900.00

4. **Other Charges and Descriptions:**

Other charges and descriptions	Amount
Security Fee	\$300.00
Total Other Charges and Descriptions	\$ 0.00

5. **Total Facility Lease Amount:**

Charge Description	Amount
Rental Fee	\$ 900.00
Security Fee	\$ 300.00
Total Rental	\$ 1200.00

Lessee's Initials _____

KCAAH's Initials _____

Facility Use Annex – Page 1

Revised: 10/29/2016

EVENT BUDGET WORKBOOK



PROJECTED TOTAL \$ -

CATEGORY		PROJECTED SUBTOTAL
Venue	KCAAH	\$ 900.00
Location Rental	Brown Forman Great Hall	
Equipment Rental		N/A
Additional Tables / Chairs		
AV Equipment		N/A
AV Staff		N/A
Venue-Specific Staff		N/A
Venue-Specific Catering		
Wi-Fi		N/A
Venue Tech Support		N/A
Security		\$ 300.00
	Total	\$ 1,200.00
Décor		\$ -
Linens		
Lighting		N/A
Additional Signage		N/A
Additional Furniture		N/A
Additional Decorative Items		N/A

Food / Beverage		SUBTOTAL	\$	-
Food			N/A	
Beverage			N/A	
Catering Staff			N/A	
Bar			N/A	
Additional Bar Staff			N/A	
Additional Coffee Cart			N/A	
Take-Away Food / Beverage			N/A	
Event Programming		SUBTOTAL	\$	-
Speakers	<i>Provided by Venue Talent Show</i>			
Performers			N/A	
Video Production			N/A	
Presentation Graphics			N/A	
Interpreters			N/A	
Additional Entertainment		SUBTOTAL	\$	-
Music / DJ	<i>? ? ?</i>			
Gaming Rentals			N/A	
Additional Rentals			N/A	

Event Documentation		SUBTOTAL	\$ -
Photographer			N/A
Videographer			
Travel		SUBTOTAL	\$ -
Flight / Driving			N/A
Lodging			N/A
Per Diem			N/A
Attendee / Guest Services		SUBTOTAL	\$ -
Transportation			N/A
Accommodation			N/A
Storage			N/A
Charging Stations			N/A
Swag			N/A
Giveaways	?		N/A

Registration		SUBTOTAL	\$ -
Software			N/A
ID Production			N/A
Signage	? ? ?		N/A
Communications		SUBTOTAL	\$ -
Mobile App			N/A
Printing / Fabrication			N/A
Additional Signage			N/A
Packets			N/A
Flyers	? ? ?		
Maps			N/A
Schedules			
Event Materials	? ? ?		
Public Relations		SUBTOTAL	\$ -
Announcements			N/A
Graphics			N/A
Press Releases			N/A

Marketing		SUBTOTAL	\$
Email Marketing			N/A
Surveys			N/A
Video Production			N/A
Photography			N/A
Design			N/A
Printing			N/A
Postage / Shipping			N/A
Social Media		SUBTOTAL	\$
Twitter			N/A
Facebook	✓ ✓ ✓		
Pinterest			N/A
Instagram			N/A
Google+			N/A
LinkedIn			N/A
Snapchat			N/A

Advertising		SUBTOTAL	\$
Online			N/A
Print			N/A
Outdoor			N/A
Radio	✓	✓	✓
Television	✓	✓	✓
Postage / Shipping			N/A
Sponsors		SUBTOTAL	\$
Acquisition			N/A
Communication			N/A
Complimentary Passes / Tickets			N/A
Thank You Gifts			N/A
Logistics		SUBTOTAL	\$
Insurance			N/A
Contracts	✓		N/A
Permits			N/A

Love Her Talent & Opportunity

EVENT BUDGET WORKBOOK

✓ smartsheet

PROJECTED TOTAL \$3,000.00

CATEGORY	PROJECTED SUBTOTAL
Venue	\$900.00
Location Rental	
Equipment Rental	
Additional Tables / Chairs	
AV Equipment	
AV Staff	
Venue Specific Staff	
Venue Specific Catering	
Wifi	
Venue Tech Support	
Security	\$300.00
Décor	
Linens	
Lighting	
Additional Signage	
Additional Furniture	
Additional Decorative Items	

Food / Beverage	SUBTOTAL	
Food		KAAH Vendors
Beverage		KAAH Vendors
Catering Staff		
Bar		
Additional Bar Staff		
Additional Coffee Cart		
Take-Away Food / Beverage		
Event Programming	SUBTOTAL	
Speakers		KAAH Equipment
Performers		
Video Production		
Presentation Graphics		
Interpreters		
Additional Entertainment	SUBTOTAL	
Music / DJ		\$500.00
Gaming Rentals		
Additional Rentals		

Event Documentation	SUBTOTAL	
Photographer		
Videographer		
Travel	SUBTOTAL	
Flight / Driving		
Lodging		
Per Diem		
Attendee / Guest Services	SUBTOTAL	
Transportation		
Accommodation		
Storage		
Charging Stations		
Swag		
Giveaways		\$500.00
Registration	SUBTOTAL	
Software		
ID Production		
Signage		

Communications	SUBTOTAL	
Mobile App		
Printing / Fabrication		
Additional Signage		
Packets		
Flyers		
Maps		
Schedules		
Event Materials		\$300.00
Public Relations	SUBTOTAL	
Announcements		
Graphics		
Press Releases		
Marketing	SUBTOTAL	
Email Marketing		
Surveys		
Video Production		
Photography		
Design		
Printing		
Postage / Shipping		

Social Media		SUBTOTAL
Twitter		
Facebook		Free
Pinterest		
Instagram		
Google+		
LinkedIn		
Snapchat		
Advertising		SUBTOTAL
Online		
Print		
Outdoor		
Radio		Free Spots/ \$500.00
Television		
Postage / Shipping		
Sponsors		SUBTOTAL
Acquisition		
Communication		
Complimentary Passes / Tickets		
Thank You Gifts		

