

LEASE AGREEMENT

BY AND BETWEEN

FORT THOMAS BOARD OF EDUCATION

AND

COMMONWEALTH ARTISTS STUDENT THEATRE.

This Lease Agreement is executed on this 12th day of February, 2019 by and between the Fort Thomas Board of Education, referred to as the "Lessee" and Commonwealth Artists Student Theatre, Inc. (C.A.S.T.), referred to as the "Lessor."

The Lessor, in consideration of the covenants to be performed by the Lessee, and the Lessee, in consideration of the property provided for use and covenants to be provided and performed by the Lessor, agree to the following:

1. **Premises and Terms:** The Lessor hereby grants Lessee the right to use the space set forth on **Exhibit A** (the "Premises") in the Lessor's facility located at 2400 Memorial Parkway, Fort Thomas, KY 41075 (Highlands High School) for the purposes of holding auditions, rehearsals, and theatrical performances along with related activities such as set construction, set strike, etc. The use of the premises is being granted strictly upon the terms and conditions set forth herein. Lessor will hold the Premises for the auditions and theatrical performances on the dates indicated on Exhibit A. Lessee will advise appropriate school and district personnel of the schedule for rehearsals and other related activities weekly. The term of said occupancy shall commence on the 13th day of February, 2019, and continue on an on-going basis to be renewed annually, unless sooner terminated or extended as provided for in this agreement. This lease may also be terminated at any time by either party giving the other party (30) days written notice of termination. No other facilities or personal property of the Lessor shall be utilized by the Lessee.
2. **Condition of the Premises:** The Lessor has not made any representations or promises with respect to the premises except as expressly set forth in this agreement and the Lessee acknowledges it has examined the premises and takes the same in their present condition; the taking of possession of the premises by the Lessee shall be conclusive that the premises is in satisfactory condition at the time possession is taken. The Lessee agrees to return the premises in like condition, or better, upon completion of their use.
3. **Rental Rate:** Lessee shall pay the Lessor for use of the premises the sum of the Rent as defined on **Exhibit B** (the "Rent"). A ten-percent deposit of the rent shall be paid at the time of the signing of this Agreement. The remainder of the Rent shall be paid as part of the Settlement, described hereunder Paragraph 5.
 - a. **Equipment:** The equipment set forth on **Exhibit C** (the "Equipment") shall be included in the Rent for the Premises. The equipment set forth on **Exhibit D** ("additional Equipment") shall be available to Lessee for an additional fee, which shall be determined by Lessor in its sole discretion. A copy of such fees will be provided by the Lessor upon request. The Lessor reserves the right to

inspect and reject, in its sole discretion, the use of any equipment not provided by the Lessor. Additionally, if the Lessee requires any rentals from a third party that the Lessor is billed for, the Lessee shall pay Lessor the total of such bills plus a ten (10) percent mark-up.

4. **Services performed by Lessor:** The Lessor shall perform and provide Lessee the services that are set forth on **Exhibit E** ("Services"). The services set forth on **Exhibit F** ("Additional Services") shall be available to Lessee for an additional fee, which shall be determined by the Lessor in its sole discretion. A copy of such fees shall be listed on Exhibit F. The Lessee must seek the Lessor's prior approval for any labor or service provider that will be working on the premises and is not provided by the Lessor. Furthermore, Lessor reserves the right to reject, in its sole discretion, all labor and service providers that are not provided by the Lessor.
5. **Ticketing System.**
 - a. **Use:** Lessee shall use the Lessor's ticketing system, ShowTix4U (the "Ticket System"), exclusively for the sale of any and all pre-sale tickets to the Event. Such Ticket System shall be administered by the Lessor in consultation with the Lessee. The Lessee shall determine a method for selling tickets to walk-up customers and advise the Lessor of such.
 - b. **Fees:** The Lessor shall be entitled to assess and retain a fee for each ticket sold using the Ticket System (the "Ticketing Fee"). The amount of the Ticketing Fee shall be determined by the Lessor, in its sole discretion, and such fees may vary or change without prior notice to Lessee.
 - c. **Settlement:** Lessor shall by August 9, 2019, remit to Lessee the gross ticket sales revenue less the sum of the Ticketing Fee. The Lessor will present to Lessee an invoice for the Rent, the Additional Equipment, and Additional Services by August 30, 2019. The Lessee shall remit all payment to the Lessor within 30 days of the invoice date.
6. **Failure to Vacate the Premises:** In the event that the Premises are not vacated by Lessee on the date specified as being the end date of the Event, then Lessor is authorized to remove, at the expense of the Lessee, all goods, wares, and merchandise and property of any and all kinds and descriptions which may then be occupying the Premises after the end date of the Event. Lessor shall not be liable for any damage or loss to such goods, wares, merchandise, or other property which may be sustained either by reason of such removal or sustained in the place to which it may be removed, and Lessor is hereby expressly released from any and all such claims or damages.
7. **Use and Occupancy of the Premises:** Lessee shall use and occupy the Premises in a safe and careful manner and in compliance with all federal, state, and local laws, ordinances, rules and regulations, and by the rules and regulations set forth in **Board Procedure 5.31 AP .22 Performing Arts Center Usage Guidelines**, which will be distributed with this agreement. Lessee shall not use or permit the use of the Premises for any immoral purpose or in any manner so as to injure persons or property in, or around the Premises. At the conclusion of the Event, Lessee shall deliver the Premises to the Lessor in the same condition as the date first written above, ordinary wear and tear accepted. Lessee shall be responsible for any damage to the Premises beyond ordinary wear and tear, which is caused directly or indirectly by Lessee or its

employees, guests, invitees, or other persons permitted by Lessee to access the Premises. The Lessor shall send an invoice to Lessee that includes a breakdown of the total cost to repair such damage and any labor associated with such repair. The Lessor shall receive payment for the invoice within 30 days from the date of the invoice, any payment outside of the 30 days shall include three percent of the total amount of the invoice for each month after the 30 day period expires. Lessor assumes no responsibility whatsoever for any property placed within the Premises and Lessor is hereby released and discharged from any and all liabilities for any loss, injury, or damages to persons or property that may be sustained by reason of the occupancy of the Premises under this Agreement unless such a loss, injury, or damage is lawfully attributable to Lessor's negligence or wrongdoing. By executing this Agreement, Lessee hereby acknowledges that it accepts the Premises in its current condition.

8. **Access to Premises:** The Lessor reserves the right to enter and access the Premises at any and all times for any matter connected with the areas of the Premises covered by this Agreement. Lessee shall be allowed full access for their Event to the areas of the Premises outlined on Exhibit A and agreed upon for weekly rehearsals.
9. **Breach of Agreement:** If any term, condition, requirement or covenant of this Agreement to be performed by Lessee shall not be complied with as required or if Lessee shall cause or permit any waste or damage to be done to the Premises, or any part thereof, the Lessor may, at its option, immediately enter on said Premises and terminate this agreement without in any manner impairing the right of Lessor to retain as much of the money Lessor may have in its possession, by reasons of the terms of this Agreement and to apply the same to the payment of money is insufficient for such purpose or purposes, Lessor retains the right to recover such portion of the Rent, other charges, and damages then due Lessor, and also to recover such other damages to which Lessor may be entitled by reason of the default, violation or other wrongful acts committed or permitted by Lessee, and Lessor may, if it so elects, waive its right to enter into possession of the aforesaid and may pursue its remedy at law and collect any and all amounts which may be due said Lessor. In the event Lessor waives the right to re-enter into possession of the Premises, Lessor shall not thereby waive any or all rights said Lessor may have or had prior to or in consequence of said breach of the terms of this Agreement on the part of Lessee.
10. **Insurance:** As a further consideration for this Agreement, it is agreed by and between the parties hereto that Lessee shall carry the types of insurance and in the amounts provided on **Exhibit G**, in any form satisfactory to Lessor, covering Lessee's occupation of the Premises. Both parties shall immediately inform the other of any claim threatened or initiated against them or initiated by them or any employee or subcontractor of theirs related in any way to this Agreement, or any including but not limited to any claim for compensation for injury to persons or property.
11. **Event Recording:** The Event or any other program, activity, or event related to the Event taking place on the Premises shall not be broadcasted, recorded, reproduced or transmitted through any medium without first securing the written approval of the Lessor. In the event that either party receives any money from broadcasting rights, such proceeds shall be divided equally.
12. **Concessions:** The Lessee shall be permitted to sell, serve, and dispense pre-packaged food and beverage to their patrons before the Event and during scheduled intermission. Alcoholic beverages are prohibited on the Premises.

13. **Printed Materials:** No printed programs or materials shall be distributed at the Event or elsewhere in advertisement of the event without written or verbal permission from the Lessor. Lessor reserves the right of refusal of distribution of any printed programs or material for reasons including, but not limited to, low quality, violation of school, district, or Board policy, or factual inaccuracy.

- a. **Use of the logos.** When using logos for the Lessor, Premises or subdivision thereof, the Lessee may only use the logo(s) provided by the Lessor. The logo may not be altered in any way.

14. **Indemnification:** Lessee will indemnify and hold the Lessor, its officers, directors, agents and employees harmless from and against any and all liability losses, damages, claims or causes of action and expenses connected therewith, caused directly or indirectly, by the negligence or willful misconduct of Lessee or its directors, officers, employees, guests, invitees or other persons permitted by Lessee to come onto the Premises, and for any and all claims that may be asserted against the Lessor by any director, officer, employee, guest, invitee or other person permitted by Lessee to come onto the Premises. Lessee shall not render or allow any of its exhibitors, contractors, agents, invitees or other persons it permits in the Premises to render it inaccessible to disabled persons or otherwise cause it to be out of compliance with Titles II & III of the Americans with Disabilities Act ("ADA"). Lessee shall pay and hold harmless from any and all damages, loss, or liability of any kind whatsoever resulting from its actions or those of its exhibitors, contractors, agents, invitees, or other persons it permits in the Premises that renders it inaccessible to disabled persons, or otherwise causing the Premises to be out of compliance with ADA. Lessee shall, at its sole expense, defend and protect the Lessor against any and all such claims or demands. Lessee shall not be responsible for any acts of the Lessor's personnel or preexisting or inherent characteristic of the Premises that violates the ADA.

15. **Notices:** Invoices and notices under this Agreement shall be sent to the following addresses:

- a. If to the Lessor: Fort Thomas Board of Education
28 North Fort Thomas Avenue
Fort Thomas, KY, 41075
Attn: Jerry Wissman, Director of Operations
- b. If to the Lessee: Commonwealth Artists Student Theater
6615 Hitching Post Lane
Anderson, OH 45230
Attn: Jason Burgess

Notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified or registered mail, postage paid, to the other party at the address set forth above or to such other persons and address as either party may designate in writing.

16. **Severability:** If any clause, term, or provision of this Lease Agreement is deemed to be illegal, unenforceable or against public policy by any court, the validity of the remaining portions or provisions shall not be affected thereby.

All references in this Agreement to the singular shall include the plural and all references to the masculine shall include the feminine.

Dated on the day and year set forth above.

Lessee:

Fort Thomas Board of Education

Lessor:

Commonwealth Artists Student Theatre

By: _____

Karen Cheser, its Superintendent

By: _____

Kevin Reynolds, its President

Witness: _____

Date

Witness: _____

Date

EXHIBIT A
THE PREMISES

Activity	Location	Dates	Projected Schedule
Drama Prom	PAC	February 1, 2019	7:30 - 11:30PM
Audition	PAC	March 16, 2019	10AM - 2PM
Audition / Interviews	PAC	March 19, 2019	10AM - 5PM
Callbacks	PAC	March 23, 2019	10AM - 1PM
Callbacks	PAC	March 24, 2019	6 - 9PM
Rehearsals	Numerous Locations*	May 13 - July 18, 2019	Varies
Show	Numerous Locations*	July 19 - 28	Varies

* Numerous Locations - During this time the Lessee may use the Performing Arts Center, Theatre Studio, and two classrooms. The classrooms that will typically be used will be the Drama classroom and combination of both Chorus classrooms located at Highlands High School.

EXHIBIT B
THE RENT

Based upon the information provided for Exhibit A, the base rent for the Premises shall be **\$12,480** plus any itemized expenses provided by the Lessor. Additional charges could include fees for additional spaces used that are not listed on Exhibit A, additional dates and times that are not listed on Exhibit A, personnel services for school / district staff, and fees for damage to property and / or equipment.

The rental fee for rehearsals shall be based upon use of the Performing Arts Center at Highlands High School, the Theatre Studio at Highlands High School, and two classrooms per rehearsal.

EXHIBIT C EQUIPMENT

The Lessor shall permit the Lessee to utilize the following equipment located within the Premises.

- Theatrical Lighting System as installed on the Premises when the scheduled lease begins.
- Theatrical Sound System as installed on the Premises when the scheduled lease begins. This shall include the use of all hand-held, lavalier, or other microphones and microphone packs.
- Theatrical Curtain System as installed on the Premises when the scheduled lease begins.
- Theatrical Rigging System as installed on the Premises when the scheduled lease begins.
- Projection Screen and Projection System as installed on the Premises when the scheduled lease begins.
- Hand-held and power tools located with the "Scene-Shop" at Highlands High School.
- Use of printers and copiers that are property of Fort Thomas Independent Schools.
- Miscellaneous chairs, music stands, folding tables, etc. that are located on the Premises when the scheduled lease begins.

EXHIBIT D ADDITIONAL EQUIPMENT

The equipment provided by the Lessor to the Lessee should cover the needs for a typical theatrical production however there are always unanticipated requests and needs. If the Lessee requires any additional equipment it shall contact the appropriate school or district personnel to make these requests. The Lessor can determine if an additional fee shall be levied on the Lessee should the request be fulfilled. Included as additional equipment would be the use of district-owner vehicles and district-approved drivers to transport equipment or supplies for the Lessee.

EXHIBIT E

SERVICES

The Lessor will provide a well-maintained facility and professional staff to the Lessee to help facilitate their use of the Premises. The Lessor will provide HVAC and other utilities for the locations in use by Lessee during the times they are onsite as well as a means of access to the building that works within the Lessor's security protocol in use at the time. The Lessor will provide custodial services within their normal operating hours for those areas in use that do not require extra services to maintain the Premises.

EXHIBIT F

ADDITIONAL SERVICES

Should the Lessor's scheduled use of the Premises require custodial services outside their normal operating hours or to provide extra services to maintain the Premises, the Lessor will invoice the Lessee for their time at the assigned employee's payment rate for the event. This payment rate shall include all of the Lessor's cost for payroll benefits payable to the scheduled employee. The Lessor will provide the Lessee with an invoice providing information regarding the additional services required.

The services provided by the Lessor to the Lessee should cover the needs for a typical theatrical production however there are always unanticipated requests and needs. If the Lessee requires any additional services it shall contact the appropriate school or district personnel to make these requests. The Lessor can determine if an additional fee shall be levied on the Lessee should the request be fulfilled.

EXHIBIT G

INSURANCE

Lessee shall carry General Liability insurance of no less than \$1,000,000, and shall name the Lessor as an additional insured location. A copy of the Lessee's policy shall be provided to the Lessor prior to the event start date. The insurance certificate should list the following as the Certificate Holder:

Fort Thomas Independent Schools
28 North Fort Thomas Avenue
Fort Thomas, KY 41075