

Contract Number: 04-010-14

Date sent to Lessee: 04-7-14

FRANKFORT CONVENTION CENTER LEASE

This Lease is made and entered into this 7th day of April 2014, by and between the Frankfort Convention Center, a corporate body of the (hereinafter "**Lessor**") and, **Spencer County Board of Education, 207 West Main St., Taylorsville, KY 40071** (hereinafter "**Lessee**").

WHEREAS, the Frankfort Convention Center desires to lease certain sections of its space and accommodations to the **Lessee** for a fixed term, upon the following stipulated terms and conditions, and the parties having assented hereto,

WITNESSETH, in consideration of the mutual covenants and other good and valuable consideration contained in this Lease agreement, the parties agree as follows:

EVENT NAME: **Spencer County High School - Graduation**

CONSIDERATION: \$2,000.00

DEPOSIT AMOUNT: **NA**

DATE DUE: NA

SECTION 1 DESCRIPTION OF LEASED PREMISES AND TERMS OF LEASE

Lessor agrees to lease to the **Lessee**, and the **Lessee** agrees to rent from the Frankfort Convention Center the following space and facilities (the "**Premises**") .

Lessor agrees to rent the **Premises** to the **Lessee** for the following period of time:

<u>Facility:</u>	<u>Move in date:</u>	<u>Event dates:</u>	<u>Move out date:</u>
ALL	May 30, 2014	May 30, 2014	May 30, 2014

The **Lessee** covenants and promises to abide by the **Lessor's** policy for move-in /move-out activity, which is that all move-in and move-out activity must occur during the rental period of the Frankfort Convention Center. Move-in prior to commencement of the lease term shall not be permitted. If move-out lasts longer than the rental period, then an hourly rate based upon the facility rate will be charged to the **Lessee**, payable by certified proceeds immediately. Events may not last past 12 A.M. on show days. If due to some unforeseen or unanticipated reason an event extends past 12:00 A. M., the **Lessee** will be charged and promises to pay 1/10 the daily rate per hour after midnight.

The **Lessee** covenants and promises that a designated representative of the Frankfort Convention Center shall have the right to inspect the **Premises** prior to, during, and / or after the term of this Lease, and any damage to the **Premises** incurred during the term of this lease shall be corrected, remediated or compensated by **Lessee** to **Lessor** to the satisfaction of **Lessor** in its sole discretion.

SECTION 2 PURPOSE

Lessee covenants and promises that the above-described Premises will be rented and used solely for the purpose of: **Spencer County High School - Graduation**

SECTION 3 RENTAL RATE

Consideration for this lease agreement is \$2,000.00

The **Lessee** shall pay a reservation fee, otherwise known as a "deposit", of ZERO percent (0%) of the total projected charges, which will be \$0.00. The reservation fee is non-refundable and non-transferable and shall be paid upon execution of this contract. Payment of expenses incurred by the **Lessor** for additional services, facilities, equipment, materials, technicians, security, etc. shall be paid in accordance with a schedule of costs prepared by the **Lessor**. Upon presentation of an invoice for such services **Lessee** promises to remit promptly the amount as shown on a prepared invoice. Final payment to the **Lessor** of the rental rate, less any deposit, including unpaid additional services shall be made upon the end of the lease period unless other specific arrangements are made in writing with the **Lessor** or his designee. There shall be a one and one-half percent (1 ½%) finance charge per month after 30 days past the end of the lease term.

SECTION 4 CONDITION OF PREMISES AND ALTERATION OF PREMISES

The **Lessee** accepts the leased Premises in "as is" condition without any obligation by the **Lessor** to alter or make changes in any of its physical facilities provided that all facilities are tenable and suitable for the purpose intended at the commencement of the lease period.

The **Lessee** may at its own expense make alterations, installations, decorations and like items provided it receives the prior written approval from the Executive Director or designee of the Frankfort Convention Center to do so. This permission shall be in the designated representative's sole discretion, after the **Lessee** submits to the Executive Director or designee any such plans and layouts, alterations and installations for approval.

SECTION 5 DAMAGE TO PREMISES

If the leased Premises shall become untenable because of fire, strikes, lock-outs, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of either party, or other unavoidable casualty, this Lease shall terminate. If such termination occurs before the Lease begins, the **Lessor** will refund the **Lessee** any deposit heretofore paid by the **Lessee** after deducting from such deposit any expenses incurred by the **Lessor** in connection with this Lease. In the event such termination occurs during the term of this Lease, the **Lessee** will pay to the **Lessor** a pro rata portion of the rent plus any expenses incurred by the **Lessor** to that time in connection with this Lease. In the event of such termination, the **Lessee** hereby waives any claim for damages or compensation, which might arise out of such termination.

SECTION 6 COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The Lessee shall not provide gratuities of any kind to employees of the Lessor and any violation of this covenant shall be a material breach of the Lease agreement.

The Lessee shall be responsible to enforce the Lessor's no smoking policy for the Convention Center premises. The Lessee shall keep fire exits, aisles, fire-fighting equipment and other emergency equipment free from blockage at all times. The Lessor may remove any such blockage at the Lessee's expense. Unsecured helium balloons and open flames shall not be permitted. Enclosed candles may be used with prior approval of the Executive Director.

If laser light is to be used during the event, it will be manufactured and operation according to U. S. Food and Drug Administration Compliance Policy Guide Statement #22, along with subsequent amendments or updates, and the accession number as issued by the U. S. Bureau of Radiological Health will be supplied to the Lessor prior to the commencement of this Lease. Any proposed use of pyrotechnics is prohibited without the express written approval of the Lessor.

SECTION 7 LIENS

The Lessee covenants that it shall not incur any bills, liens, mortgages, or obligation for labor, materials or otherwise for which the Lessor may be or become liable. The Lessee further covenants that the Lessor shall have the right to place a lien upon the Lessee's property to secure any existing or future indebtedness and shall have the right to sell such property as provided by that statute.

SECTION 8 ALCOHOLIC BEVERAGES

The Lessee covenants that it shall abide by the Alcoholic Beverages Statute KRS Chapter 243 regarding licensing requirements and abide by the state Alcohol Beverage Control agency regulations regarding permits. (See 804 KAR 4:250.) Lessee covenants that it shall advise its exhibitors and attendees in writing of the existence of the alcohol statute and regulations by posting of the ABC special temporary license. Violation of the alcoholic beverage statute under KRS 222.202 will be punishable as provided by law and shall be deemed a material breach of this Lease agreement.

There shall be no alcohol sales after 12:00 a.m. (midnight).

SECTION 9 INSURABLE INDEMNITY

To the extent permitted by law applicable to a State agency, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability and product liability to insure against the claims or damages arising or resulting from the use by Lessee of the premises, including without limitation the claims of any employee of Lessee, the claims of any person attending the event for which the premises have been leased, and the claims of any other person for damages for bodily injury, sickness, mental anguish, or death, and claims for damages to the property of Lessee which is sustained in the use by Lessee of the leased premises, and to deliver to the Lessor a certificate of insurance reflecting the coverage on or before May 15, 2014. The

insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.

It is agreed that neither of the parties shall be deemed to have accepted the obligation of the other, whether by reason of loss hereunder or otherwise. Lessee agrees to assume responsibility for its sole negligence. Lessee agrees to assume responsibility for its own negligence in situations involving joint negligence between Lessee and Lessor. It is not intended that Lessee assume protection for negligence on the part of Lessor.

SECTION 10 UTILITIES

Unless it is otherwise provided in an Addendum hereto, the **Lessor** will furnish heat or air conditioning and lights as provided by existing equipment and fixtures in the leased Premises during show hours only. The **Lessor** shall be the exclusive electric service contractor to include labor and equipment as required by the **Lessee** and all show exhibitors. Additional electrical current required by the **Lessee** or its exhibitors will be paid for by the **Lessee** or its exhibitors, at the prevailing rate, as established by the **Lessor**.

SECTION 11 CATERING, CONCESSIONS, AND NOVELTIES

The **Lessee** understands that only caterers on the Convention Center's approved catering list shall provide all food and beverage service. **Spencer Co. HS has approval to operate concessions through their booster club in compliance with KY Food Safety and local business licensing.** Lessee covenants that it shall provide the final menu selection to the caterer at least fifteen days prior to the date that the food is required to be delivered. Lessee understands that no other food or beverage may be brought into the Convention Center unless the Executive Director or designee grants advanced written approval. Any violation of the terms of this section shall constitute a material breach of this agreement.

The **Lessor** shall receive ZERO percent (0 %) of the net sales of food and beverages sold on the premises. The **Lessee** is responsible for product ordering, set up, and staffing concession units for the event. The **Lessee** promises that all concession products and concession procedures intended to be used during the event shall be approved in writing at least thirty (30) days prior to the first day of the lease period by the Executive Director or designee. Coca-Cola is the exclusive soft drink for the Convention Center.

The **Lessee** shall provide the **Lessor** with a detailed financial statement listing products sold and price by volume within ten (10) days of the last event date under this agreement.

The **Lessee** may sell programs and novelties upon prior written approval by the Executive Director, or designee. The **Lessor** shall receive ZERO percent (0%) of the net sales of all novelties, merchandise, and programs sold on the premises.

SECTION 12 STAFFING AND ACCESS TO LEASED PREMISES

The **Lessor** reserves the right to staff the events covered by this lease for such duties as ticket sellers, ticket takers, guards, ushers, stage hands, security personnel, first aid service, and the **Lessee** covenants and promises to remit payment for such services to **Lessor** on the final day of the event at closing.

The Lessee must submit a staffing deployment plan to the designated Lessor representative for his/her review and approval thirty (30) days in advance of the opening of the event in order to verify the necessary number of personnel required to insure proper security and first aid for those attending the event.

The Lessee covenants and promises that the agents, officers and designated employees of the Lessor shall have free access to the leased Premises at all times and may also record via video and/or audio tape all or any portions of the event to insure compliance with the terms of this lease and applicable laws and regulations. The Lessee at its own expense shall furnish to the Lessor any credentials required for such officials and employees.

SECTION 13 ADMISSION TICKETS

Lessee shall be required to sell tickets and collect the proceeds from such ticket sales for the event and shall remit 0% of its gross proceeds to the Lessor on the final day of the event. At a minimum the Lessee shall be required to produce the beginning and ending ticket manifest records to the Lessor. Lessee shall permit the Executive Director or designee to be present when the proceeds from ticket sales are counted at the Convention Center. The Lessee shall pay for the printing of tickets.

Lessee shall provide to Lessor proof of its ticket sales and collection of proceeds by its submission of records and accounting documents as may be required by the Lessor at the close of the event.

SECTION 14 BREACH, DEFAULT AND CANCELLATION

Notwithstanding any other provision in this Lease, if this Lease is canceled by the Lessee, or if the Lessee violates any of the terms, conditions or covenants provided herein, such a violation shall, at the option of the Lessor or its designated representative, constitute a breach of this Lease and result in forfeiture of all monies and deposits previously paid to the Lessor, to be applied as partial liquidated damages, and no portion thereof shall be returned to the Lessee. In addition, the full rental fee shall be payable by the Lessee to the Lessor plus all expenses and costs incurred by the Lessor as a result of the breach. The Lessor in its sole discretion shall also have the right to terminate this Lease in the event of such violation.

That if partial cancellation occurs of any of the major premises, i.e. arena, meeting rooms, hallways, rooms, which have been contracted for by the Lessee and subsequently canceled less than three hundred sixty (360) days prior to the first contracted day, they shall still remain the responsibility of the Lessee. Small premises, i.e. meeting rooms, contracted for by the Lessee and subsequently canceled less than sixty (60) days prior to the first contracted day, shall still remain the responsibility of the Lessee. All indebtedness for said Premises are payable upon receipt of the Lessor's invoice(s).

SECTION 15 SERVICES AND EQUIPMENT SUPPLIED BY THE LESSOR

See Attachment A for services and equipment provided by the Lessor which document is attached and incorporated herein by reference. The Lessee shall pay for any required or requested special and additional services, facilities, equipment, materials, technicians, etc., supplied by the Lessor, at prevailing rates and conditions, at the time of each event. Lessee understands that it may only deliver freight to the

Convention Center when its representatives are present to receive and unload such freight and materials. The Lessee shall remove all private decorations, exhibits, and equipment immediately following the close of an event unless other written arrangements have been made with the Executive Director or designee. The failure to remove any such equipment by the closing date shall result in an additional charge of 10% of the daily rental fee.

SECTION 16 FLOOR PLANS FOR EXHIBITS

The Lessee shall furnish the Lessor with final floor plans and requirements for layout, equipment, and decorations, which shall be in conformity with regulations of the State Fire Marshal's Office. The Lessee understands that it shall be required to submit to the Executive Director or designee final details with regard to set up and scheduling requirements no later than two (2) weeks prior to the event.

SECTION 17 PAST DUE INVOICES

The Lessee agrees that all past due invoices not paid within thirty (30) days of invoice date are subject to a FINANCE CHARGE imposed on the balance due which shall be computed at a Periodic Rate of 1½ % per month which is an annual percentage rate of 18% or the maximum allowed by law, whichever is greater. The FINANCE CHARGE is therefore applied to the previous balance after deducting current payments or credits. Such charge shall in no event exceed the maximum rate permitted by law. The Lessee further agrees to pay all costs of collecting, securing or attempting to collect all past due invoices, including reasonable attorney's fees, whether collected or secured by suit or otherwise, providing the collection of such costs and fees is permitted by law.

SECTION 18 USE OF COPYRIGHTED MATERIAL

The Lessee warrants that all copyrighted and trademarked material to be performed or used during the period covered by the Lease has been duly licensed or authorized by the copyright owners or their representatives, that such licensing is solely the duty of the Lessee, and the Lessee agrees to defend, indemnify, and hold harmless the Lessor, and the agents, officers, and employees thereof, from any and all causes of action, claims, losses, or expenses, including attorney's fees incurred with regard thereto.

SECTION 19 RECORDINGS

The Lessee shall not record, for broadcast or sale, any of the events covered by this Lease without prior written approval from the Lessor or its designated representative. The Lessee agrees that the Lessor has the right to require payment for said privilege.

SECTION 20 ADVERTISING

Whenever pursuant to the terms of this Lease the Lessee uses or describes the Lessor's facilities in advertising, the facilities shall be referred to only as the Frankfort Convention Center. No other use or description shall be allowed in advertising. The Lessee further agrees that all advertising associated with its use of the Premises under the terms of this Lease shall be accurate and in accordance with the terms of

this Lease. The Lessor may request the Lessee to provide a copy of any and all advertising to be used by the Lessee to promote the event prior to the Lessee distributing the advertising for publication. The Lessor shall review the advertising to determine if its content is true, accurate and complies with all other provisions of this Lease. The Lessee prior to the Lessee distributing such advertising must delete any false, deceptive or misleading statements in the advertising.

SECTION 21 ENTIRE AGREEMENT

It is understood and agreed that no verbal representations or agreements not covered by this Lease have been made by either party. All negotiations are merged herein. Any addendum, statement of policy of the Lessor, statutes, administrative regulations, and posted sanitation requirements are made a part hereof as if copied in full herein.

SECTION 22 PARTIAL INVALIDITY

Should any provision of this Lease be found by a Kentucky court to be found illegal then such findings shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. This Lease was prepared by the Lessor only for its administrative convenience and for its governmental purposes and shall not be construed for or against the Lessor on such basis.

SECITON 23 TIME OF THE ESSENCE

Time is of the essence with respect to the performance of each of the covenants under this Lease. In any case, however, where either party hereto is required to do any act, or delays are caused by or resulting from acts of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials, or equipment, government regulations, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act(s) shall be completed, whether such times be designated by a fixed date, a fixed time, or a reasonable time.

SECTION 24 WAIVERS

No wavier of any default by the Lessee hereunder shall be implied from any omission by the Lessor to take any action on account of such default if such default persists or is repeated, and is not an express waiver nor shall any such waiver affect any default other than the default specified in the express waiver, and that specified waiver shall only for the time and to the extent therein stated. The acceptance by the Lessor of any payments from the Lessee with knowledge of the breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

SECTION 25 ASSIGNMENT

The Lessee shall obtain written approval of the Lessor prior to any assignment of this Lease. Any purported assignment without prior written approval of the Lessor shall be void. The parties agree that any potential assignee of the Lessee shall accept and be bound by the same terms and conditions and perform all duties and obligations set forth in this Lease.

**SECTION 26
GOVERNING LAW AND VENUE**

This Lease and any and all disputes arising thereunder shall be interpreted in accordance with the laws of the Commonwealth of Kentucky. Venue for any cause of action arising as a result of this Lease shall be in Franklin Circuit Court.

**SECTION 27
REMEDIES OF LESSOR CUMULATIVE**

The remedies given to the Lessor in this Lease shall be cumulative and the exercise of any one remedy by the Lessor shall not be to the exclusion of any other remedy.

**SECTION 28
ACCORD AND SATISFACTION
AND RIGHT OF SET-OFF**

No Payment by the Lessee or receipt by the Lessor of a lesser amount than the full amount of rent owed as set forth herein, nor any endorsement or statement on any check or any letter accompanying any check or payment of a lesser amount than the full amount of rent owed as set forth herein may be deemed an accord and satisfaction, and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease.

There is no right of deduction or set-off from rent recognized under this Lease.

**SECTION 29
PARAGRAPH HEADINGS**

The titles to the sections of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

WITNESS the signatures of the parties hereto on the day and year first herein above written.

LESSEE

LESSOR

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

BY: _____
ROBIN ANTENUCCI, Executive Director
DATE: _____