

OK AS TO FORM
Rm 8-14-14

KENTUCKY EXPOSITION CENTER
KENTUCKY INTERNATIONAL CONVENTION CENTER

SHORT FORM LEASE

JEFFERSON COUNTY PUBLIC SCHOOLS

EVENT DESCRIPTION: JCPS Benefits Health Fair

EVENT LOCATION: Kentucky Exposition Center

LEASE AND DEPOSIT DUE: Upon Receipt

DEPOSIT AMOUNT: \$0

NON-COMPLIANCE LEASE NO. 15-11-K

This Agreement is made and entered into this 4th day of August, 2014, by and between the **KENTUCKY STATE FAIR BOARD**, a corporate body of the Commonwealth of Kentucky, Post Office Box 37130, Louisville, Kentucky 40233-7130, hereinafter referred to as the "**Board**," and Jefferson County Public Schools, PO Box 34020, Louisville, Kentucky 40233-4020, hereinafter referred to as the "**Lessee**."

The **Board** agrees to lease to the **Lessee**, and the **Lessee** agrees to lease from the **Board** the space and facilities (the "Premises") set forth below:

| <u>FACILITY</u> | <u>MOVE-IN</u> | <u>EVENT</u> |
|-----------------|--------------------------|------------------------|
| West Hall B | October 2, 2014 (Thurs.) | October 3, 2014 (Fri.) |

Lessee shall pay **Board** the rental amounts set forth below:

The rental rate for West Hall B shall be waived, per a separate Lease Agreement between the **Kentucky State Fair Board and Jefferson County Public Schools**.*

**This event will consume the allotted number of small meeting rooms available to Jefferson County Public Schools for Fiscal Year 2014, per section 3 of the Jefferson County Public Schools standing contract.*

GENERAL UNDERSTANDING

Board reserves the right to require all rents and incidentals prior to the event.

In the event **Lessee** intends to use a portion of the "Premises" for **Lessee's** food and beverage needs which shall be provided by separate contract between **Lessee** and **Board's** exclusive catering vendor, **Lessee** agrees that the rental rates set forth above have been established in consideration of the use by **Lessee**. In the event **Lessee** cancels all or any part of its separate food and beverage contract with **Board's** exclusive catering vendor, **Lessee** agrees to pay **Board** the rental rates set forth above that are applicable in the event of this cancellation.

Lessee accepts the "Premises" in "as is" condition. **Board** has no obligation to alter or change any of its physical facilities as a condition of or consideration for this Agreement. The "Premises" shall be tenantable at the commencement of the term.

Lessee shall comply all **Board** policies and with all other applicable federal, state, county, and city statutes, regulations, resolutions, and ordinances.

If **Lessee's** use of the leased "Premises" involves an event for which tickets are sold, then, in that circumstance, the manner of purchasing, selling and accounting for such tickets shall be set forth in a written amendment to this Agreement.

It is understood and agreed that no verbal representations or agreements not covered by this Agreement have been made by **Lessee** or **Board**.

Any provision(s) of this Agreement which shall be found by a Kentucky court of competent jurisdiction to be invalid shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions shall remain in full force and effect.

Lessee shall obtain written approval of **Board** prior to any assignment of this Agreement.

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

DAMAGE TO PREMISES

If the leased "Premises" shall become untenable because of fire, strikes, lockouts, failure of power, riots, war, unavoidable casualty, acts of God or other reasons of a like nature not the fault of either party, this Lease Agreement shall terminate.

If such termination occurs before the first date of the term of this Lease Agreement, the **Board** shall refund to the **Lessee** the deposit paid by the **Lessee** less any expenses incurred by the **Board** in conjunction with this Lease Agreement.

In the event such termination occurs on or after the first date of the term of this Lease Agreement, the **Lessee** shall pay to the **Board** the actual rent incurred to and including the date of termination, or, in the event the rent is not scheduled on a daily basis, a prorata portion of the rent to and including the date of termination, together with any expenses incurred by the **Board** in conjunction with this Lease Agreement.

In the event of any such termination, **Lessee** and **Board** each waive any and all claims of any kind or nature against the other for damages or compensation which might arise out of such termination.

If, during the term of this Lease Agreement, the "Premises," or any portion thereof, shall be damaged by an act, default or negligence of the **Lessee's** agents, employees, patrons, guests, or any person admitted to said "Premises" by the **Lessee**, the **Lessee** will pay to the **Board** upon demand such sum as shall be necessary to restore said "Premises" to its condition prior to the **Lessee** occupying the "Premises." The **Lessee** hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said "Premises" or to any portion thereof with the consent of the **Lessee**.

The **Lessee** further agrees to have in place, at all times, sufficient security to maintain order and protect persons and property from any and all injuries. The **Board** has the exclusive discretion to determine the level of sufficient security that the **Lessee** must maintain pursuant to this Lease Agreement. The **Lessee** shall defend, indemnify, and hold harmless the **Board**, its members, officers, employees, agents, and servants from all such causes of action, claims, losses, and damages.

ALCOHOLIC BEVERAGES

The **Lessee** shall abide by and advise in writing all exhibitors of the existence of 303 Kentucky Administrative Regulation 1:030, Section 1, which states: No person shall carry or transport into the

"Premises" any beer or other alcoholic beverages except for delivery to the licensed retailer of same, located on the "Premises" or except with specific permission of the **Board**. Violation of any of the foregoing will be punishable as provided by law.

There shall be no alcohol sales on the "Premises" after 12:00 a.m. on show days unless the same is permitted by prior written agreement set forth in an amendment to this Lease Agreement.

INDEMNIFICATION AND INSURANCE

*To the extent permitted by Kentucky law, the **Lessee** agrees to assume, defend, indemnify, protect, save and hold harmless the **Board** and all of its members, officers, employees, agents, servants, and assigns against any and all claims, demands, actions or causes of action, arising or resulting directly or indirectly from the use, occupancy or leasing by the **Lessee** of the "Premises," including, without limitation, the claims of any employee, decorator, agent, subcontractor, or other like or similar person, of the **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, or claims for damages to the property of any such employee, agent or persons. The **Board** shall not be liable for any damage to the property of the **Lessee** sustained while in the use and control of the **Lessee** of the "Premises."*

The **Lessee** agrees to provide, at its expense, the primary event liability insurance covering all claims of the event issued by a company acceptable to the **Board** or its designee, insuring both the **Lessee** and the **Board**, with policy limits of **\$1,000,000** per occurrence (plus such additional coverage as may be required by the **Board** set forth in writing in a written amendment to this Lease Agreement) to insure against any and all claims associated with or arising out of this Lease Agreement. The **Lessee** shall deliver to the designated **Board** representative a certificate of insurance reflecting this coverage no later than thirty (30) days prior to the first move-in day of each event as listed in Section 1 of this Lease Agreement. **Lessee** shall not be permitted to take occupancy of the "Premises" without strict compliance with the terms of this insurance provision.

The **Board** shall not recover against the **Lessee** to the extent any damage to the "Premises" that are covered by the **Board's** fire and extended coverage insurance protecting the "Premises," provided, however, the **Board's** insurer shall be subrogated to the rights of the **Board** as against the **Lessee**.

Primary event insurance will not be applicable to the extent of damage caused by the negligence, willful misconduct, or the acts or omissions of the **Board**, its employees, agents or contractors.

BREACH, DEFAULT AND CANCELLATION

If the **Lessee** violates any of the terms, conditions or covenants provided herein or notifies the **Board** of its intent to cancel its use of all or any part of the "Premises" as set out in this Lease Agreement, such a violation or cancellation by **Lessee** shall, at the option of the **Board** or its designated representative, constitute a breach of this Lease Agreement and result in forfeiture of all monies and deposits previously paid to the **Board**, which sums shall be applied by the **Board** as partial liquidated damages, and no portion thereof shall be refunded to the **Lessee**. In addition, the rental rates set forth in this Lease Agreement for the entire term of this Lease Agreement shall be payable by the **Lessee** to the **Board** together with all expenses and costs incurred by the **Board** as a result of the breach, including, without limitation, the reasonable attorney's fees incurred by the **Board**.

The **Board** shall also have the right in its sole discretion, in the event of such violation or cancellation, to terminate this Lease Agreement and release the **Lessee** from all or any portion of its liability hereunder. Any such exercise of discretion and release of all or part of the **Lessee's** liabilities hereunder shall be communicated by the **Board** to the **Lessee** in writing and no other form of communication shall release the **Lessee** from any liability hereunder.

PAST DUE INVOICES

The **Lessee** agrees that all invoices not paid within thirty (30) days of invoice date are subject to a one-time FINANCE CHARGE imposed on the balance due which shall be 10%. The FINANCE CHARGE is 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 fee, whether collected or secured by suit or otherwise, providing the collection of such costs and fees are permitted by law.

EXCLUSIVE BOARD RIGHTS

All parking rights, catering rights, concessions, WIFI, hardwired internet, phones, novelties and charges for services or product of any nature are and shall remain the exclusive rights of the **Board** or **Board's** subcontractors; **Lessee** shall not participate in the same. **Lessee** must obtain prior written approval of **Board** to sell programs and novelties in the manner and terms contained in such written approval. **Lessee** shall be required to use **Board's** Venue Services for event personnel such as, but not limited to, security, credential/badge checkers, coat-check, etc.

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

JEFFERSON COUNTY PUBLIC SCHOOLS

KENTUCKY STATE FAIR BOARD

BY: _____
Donna Hargens, Superintendent

BY: _____
Dave Patrone, Director of Sales

____ day of _____, 20____

____ day of _____, 20____

ADDENDUM I

Equipment and services included in the rental of West Hall B for an exhibit, auction or sale

NON-COMPLIANCE LEASE NO. 15-11-K

- a) Cleaning of all indoor premises before and during the event. Cleaning will include common aisles of flat floor, concrete surfaces, restrooms and daily vacuuming of meeting rooms. Cleaning does not include exhibit booths or temporary carpet. Lessee will bear all costs for removal of debris particular to the event such as the removal of signs and decorations (balloons, confetti, etc.) from walls, ceilings and floors; disposal of food or cooking materials; emptying a fountain or pool; removal of excess dirt, sand, bark, rock etc. or cleaning of animal waste and bedding.
- b) Crowd-management equipment as needed to control facility access. Equipment to include post & chain, metal bike rack, rolling gates and turnstiles.
- c) Office space/dressing rooms as needed within facility limits including folding tables and chairs. Tablecloths charged to Lessee at prevailing rental rates.
- d) *One hundred (100) exhibitor tables with (2) chairs per table included.*
- e) House sound system to include one paging mic.
- f) Lessee to bear the expense of telephone and internet service. All service must be ordered through the Board's exclusive provider, Smart City.
- g) For auctions and sales only: up to four portable stage sections and one auction block.
- h) Up to ten (10) parking passes for staff use.
- i) **All equipment is subject to available facility inventory and is for Lessee use only.**

Cat E3 (Exhibit/Auction/Sale)

08/09