

**KENTUCKY EXPOSITION CENTER
KENTUCKY INTERNATIONAL CONVENTION CENTER
SHORT FORM LEASE
JEFFERSON COUNTY PUBLIC SCHOOLS**

EVENT DESCRIPTION: JCPS High School Graduations

EVENT LOCATION: Kentucky Exposition Center

LEASE AND DEPOSIT DUE: Upon Receipt

DEPOSIT AMOUNT: \$0

NON-COMPLIANCE LEASE NO. 16-120-K (I)

This Agreement is made and entered into this 28th day of March, 2016, 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, KY 40232, 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:

2016

FACILITY

Freedom Hall
Broadbent Arena
East Hall A/B

EVENT

May 26-28 (Thu-Sat)
May 26-28 (Thu-Sat)
May 26-27 (Thu-Fri)

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

The rental rate for Freedom Hall and Broadbent Arena shall be \$0. The rental rate for East Hall A/B shall be \$3,400. The rental rate is charged over and above the existing agreement between the Board and Lessee. Labor charges totaling \$4,100 apply to guarantee rehearsal times. Freedom Hall shall be set by 8:00 am on May 25, 2016 and East Hall shall be set by 8:00 am May 26, 2016.

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.

CONDITIONS AND ALTERATION OF PREMISES

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

Without the prior express written approval of the **Board**, the **Lessee** may not make alterations, installations, or decorations to the "Premises." Should **Lessee** wish to make alterations, installations or decorate the "Premises," **Lessee** must submit the plans for any such proposal to the designated **Board** at least two weeks in advance of the commencement of the term of this Lease Agreement and must obtain the above stated written approval before proceeding with any such plans. Approval of any proposed alterations, installations, or decorations exists exclusively in the discretion of the **Board**. **Lessee** understands and agrees that if, during the term of this Lease, **Lessee** intends any installation, alteration or decoration that requires rigging or attachment of any nature to the physical structure of the facility, it is **Lessee's** obligation to conform said rigging or attachment at all times to the specifications required by the **Board's** engineer(s) or other designated representative.

The **Board** shall provide cleaning of all indoor "Premises" before and during the event. Cleaning shall include common aisles of exhibit hall floors, restrooms and daily cleaning of meeting rooms. Cleaning does not include exhibit booths or temporary aisle carpet.

The **Board** shall provide a 30 yard trash compactor at no charge for general trade show trash disposal. Removal of debris particular to the event, such as carpet, tiles, mulch, rock, etc. shall be the responsibility of the **Lessee**. The cost to remove any materials remaining on site after move-out, or placed in facility compactor inappropriately, will be charged by the **Board** to the **Lessee** at prevailing rates.

Exhibit hall floor shall be left in the same condition as when **Lessee** took possession. **Lessee** is responsible for removal of all carpet tape residue immediately following the event. A walk through to assess condition of the exhibit hall floor will be conducted by the **Lessee's** Show Manager and the **Board's** Event Manager prior to move in and upon completion of move out.

golf carts, forklifts, or any other motorized vehicles are not permitted in carpeted areas or lobbies without prior written approval from the **Board's** management. No bicycles, skates, or skateboards are to be operated indoors without prior written approval by the **Board**.

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.

PARKING, CONCESSIONS AND NOVELTIES

All parking rights, catering rights, concessions, novelties and charges for services or product of any nature are and shall remain the exclusive rights of the **Board** and the **Lessee** shall not participate in the same. The **Lessee** must obtain prior written approval of the **Board** to sell programs and novelties in the manner and on the terms contained in such written approval. No outside food or drink shall be permitted onto the "Premises" at any time. **Lessee** must utilize the **Board's** exclusive catering company.

INDEMNIFICATION AND INSURANCE

*Because the **Board** and the **Lessee** are both Agencies of the Commonwealth of Kentucky which assert the defense of sovereign immunity pursuant to Kentucky Constitution Section 231 and resolve tort claims under*

provision of KRS Chapter 44, and any and all claims, demands, actions or causes of action arising or resulting directly from the use, occupancy of leasing by the **Lessee** of premises, including without limitation the claims of any employee, decorator, agency subcontractor, etc. of the **Lessee**, and the claims of any person attending the event for which the premises have been leased, and the claims of any other person, or claims for damages to the property of any such employee, agent, or person shall be referred to the Board of Claims of the appropriate court or other tribunal in contractual disputes and shall be defended there by the **Lessee** or the **Board** as their respective interest may lie.

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.

Attachment A is attached and incorporated herein by reference.

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, Executive Director of Sales and Service

____ day of _____, 20____

____ day of _____, 20____

Attachment A

Provided Lessee does not request additional services or equipment, or cause any damage to the "premises", there shall be no additional charges beyond those contained in short form lease 16-120-K (I).
Any additional requests or damages from individual schools shall be billed directly to that school.