

**KENTUCKY EXPOSITION CENTER
KENTUCKY INTERNATIONAL CONVENTION CENTER

LEASE AGREEMENT FOR

JEFFERSON COUNTY PUBLIC SCHOOLS**

EVENT DESCRIPTION: 2016 JCPS Showcase of Schools

EVENT LOCATION: Kentucky Exposition Center

LEASE AND DEPOSIT DUE: May 30, 2016

DEPOSIT AMOUNT: \$0

COMPLIANCE LEASE NO. 16-103-K (I)

This Lease Agreement is made and entered into this 2nd 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, 4425 Preston Highway, Ste. 107, Louisville, KY 40213, hereinafter referred to as the "**Lessee**."

In consideration of the covenants and other consideration contained in this Lease Agreement, the parties agree as follows:

**SECTION 1
DESCRIPTION OF PREMISES,
TERM OF LEASE AND ACCESS TO PREMISES**

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

South Wing B and Lobby
South Wing B 107-110

MOVE-IN

October 27 (Thur.)

EVENT

October 28-29 (Fri-Sat)
October 28-29 (Fri-Sat)

Group will have use of digital sign on I-65 at no charge for first time use only.

The **Lessee** shall comply with **Board** policies for access to and the duration of events that may occur on the "Premises" during the term of this Lease Agreement. **Lessee's** access to the "Premises" on move-in and move-out days shall begin no earlier than 6:00 a.m., unless a different time is specified in a written amendment to this Lease Agreement. **Lessee's** right of access to the "Premises" on move-in and move-out days shall last no longer than ten (10) consecutive hours in duration beginning at the earliest time of access unless a different duration is specified in a written amendment to this Lease Agreement.

In the event **Lessee** exceeds ten (10) hours duration on a move-in or move-out day, **Lessee** shall pay **Board** an hourly rate for each excess hour, or part thereof, based upon the existing hourly rate charged by the **Board** for that facility.

Events permitted during the term of this Lease Agreement may not operate past 12:00 a.m. on show days unless a different time is specified in a written amendment to this Lease Agreement. If an event is permitted by amendment to extend beyond 12:00 a.m., the **Lessee** agrees to pay to the **Board** an amount equal to one-tenth (1/10th) of the daily rate charged by the **Board** for that facility for each hour, or part thereof, that the event extends beyond 12:00 a.m. These additional sums shall be paid by **Lessee** in addition to the rental rates set forth in Section 3 of this Lease Agreement.

The **Lessee** agrees that any designated representative of the **Board** shall, at all times during the term of this Lease Agreement, have the right to inspect the "Premises" identified in Section 1 of this Lease Agreement.

SECTION 2 PURPOSE

The **Lessee** agrees that the "Premises" are being leased for the purpose of the JCPS Showcase of Schools and for no other purpose without the express written consent of the **Board**.

SECTION 3 RENTAL RATE AND PAYMENT

The **Lessee** shall pay the **Board** the rental amounts of:

South Wing and the Lobby shall rent for \$4,050 per move in day and \$8,100 per event day. South Wing B 107-110 shall be at no charge.

The Lessee agrees to pay the Board \$500 per facility key for any keys that are not returned to the Board upon the completion of the event.

The Kentucky State Fair Board reserves the right to require all rents and incidentals prior to the event. All rental sums as well as all other payments that become due pursuant to this Lease Agreement shall be paid immediately upon issuance of the **Board's** invoice for the rental or other amounts.

In the event the **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 the **Board's** exclusive catering vendor, **Lessee** agrees that the rental rates set forth above have been established in consideration of the use by the **Lessee**. In the event the **Lessee** cancels all or any part of its separate food and beverage contract with the **Board's** exclusive catering vendor, **Lessee** agrees to pay the **Board** the rental rates set forth above that are applicable in the event of this cancellation.

Upon execution of this Lease Agreement, **Lessee** shall pay **Board** a nonrefundable deposit in the sum of \$0, which shall be credited against the rental amounts invoiced by the **Board** to the **Lessee** pursuant to this Lease Agreement. This Lease Agreement has no binding effect on the **Board** until the deposit set forth in this paragraph has been paid by the **Lessee** to the **Board**.

All sums due to the **Board** by the **Lessee** pursuant to this Lease Agreement shall be made payable to the Kentucky State Fair Board.

SECTION 4 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**.

SECTION 5 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.

SECTION 6 COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The **Lessee** shall abide by all rules, regulations and policies established throughout by the **Board** or its authorized representatives. The **Lessee** shall obtain and provide to the **Board** copies of any licenses and permits required to comply with federal, state, county and city statutes, regulations and ordinances including, but not limited to, the Americans With Disabilities Act and the Kentucky Concealed Weapons Laws. The **Lessee** shall also comply with all other applicable federal, state, county, and city statutes, regulations, resolutions, and ordinances, specifically including, without limitation, any statutes, regulations, resolutions or ordinances regarding the use of pyrotechnic or other like or similar materials in this facility. The **Lessee** shall defend, indemnify, and hold harmless the **Board**, its members, officers, employees, agents, and servants from any and all causes of action, claims, losses, and damages of any nature arising from the **Lessee's** failure to abide by any and all rules and regulations established by the **Board** and any and all applicable federal, state, and county statutes, regulations, and resolutions.

The **Lessee** shall not provide gratuities of any kind to employees of the **Board**.

In the event of any violation of this, or any other provision of this Lease Agreement by the **Lessee** or by any person employed by or admitted to the "Premises" by the **Lessee**, the **Lessee** shall immediately cease and desist from and correct or cause to be corrected any such violation it becomes aware regardless of notice from the **Board**.

If laser light is to be used during any event that occurs during the term of this Lease Agreement, it shall be manufactured and operated according to U. S. Food and Drug Administration Compliance Policy Guide Statement #22, together with any subsequent amendments thereto, and the accession number as issued by the U. S. Bureau of Radiological Health will be supplied to the **Board**.

SECTION 7 LIENS

The **Lessee** shall not incur, cause or in any manner create any indebtedness, liens, mortgages, or other obligations for labor, materials or otherwise for which the **Board** may have any liability. The **Lessee** recognizes the **Board's** rights under Kentucky Revised Statute 247.160 to place a lien upon

the **Lessee's** property to secure existing or future indebtedness and the right to dispose of such property as provided by that statute.

SECTION 8 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.

SECTION 9 INDEMNIFICATION AND INSURANCE

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.

SECTION 10 UTILITIES

Unless otherwise provided in a written amendment to this Lease Agreement, the **Board** will furnish heat, air conditioning and lights as provided by existing equipment and fixtures in the "Premises" during show hours only.

The **Board** shall be the exclusive electric service contractor which shall include labor and equipment as required by the **Lessee** and all show exhibitors. Additional electrical current that may be required by the **Lessee** or its exhibitors shall be paid for by the **Lessee** or its exhibitors at rates which shall be established by the **Board**. Any additional equipment required to furnish electrical current to meet the needs of the **Lessee** shall be paid for by the **Lessee** but, shall not be installed unless prior written approval is obtained by the **Lessee** from the **Board**. **Lessee** shall request any such additional electric current and/or equipment at least two weeks in advance of the first available occupancy date of this Lease Agreement.

Maintenance levels of heating, air conditioning and lighting may be provided during move-in and move-out hours, in the exclusive discretion of the **Board**.

SECTION 11 HIGH SPEED INTERNET ACCESS/ PREFERRED AUDIO-VISUAL SERVICE PROVIDER

High speed internet access and telephone connections are and shall remain the exclusive right of the **Board**.

Lessee understands that the **Board** has a preferred audio-visual service provider for its facilities and **Lessee** has been provided information concerning that provider's services. The preferred provider has immediate and cost effective in-house access to the facility infrastructure and components.

If the **Lessee** or its designee chooses to not use the facility's preferred audio-visual service provider, then the **Lessee** or its designee shall pay the **Board** patch fees for any input(s) into the facilities audio-visual infrastructure in meeting areas, combined meeting rooms, lobbies, arenas, exhibit halls/wings and the Cascade Ballroom at the Kentucky International Convention Center for the run of the show.

In all circumstances and events, the **Board** shall maintain exclusive control of the audio visual components of the Kentucky International Convention Center Conference Theatre.

SECTION 12 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.

SECTION 13 LESSEE'S EMPLOYEES AND PERSONNEL REQUIREMENTS

The **Lessee** shall be required to use the **Board's** Venue Services for the Event, including, but not limited to, all box office personnel, ticket sellers, ticket takers, ushers, concierges, Event security, and such other personnel as **Board**, in its reasonable discretion, shall deem required, together with such additional personnel as **Lessee** may reasonably request. The costs of such personnel shall be the responsibility of **Lessee** unless otherwise explicitly set forth herein.

The **Lessee** shall be required to provide first aid for guest medical per **Board** established guidelines. The costs of such personnel shall be the responsibility of **Lessee** unless otherwise explicitly set forth herein.

The **Board** shall consult with **Lessee**, if and when requested by **Lessee**, regarding staffing levels; provided that final decisions regarding staffing levels shall be made by **Board** in its reasonable discretion. All such personnel shall be provided only by or through **Board**.

The **Lessee** shall pay for any properly requested special or additional services, facilities, equipment, materials or technicians that the **Board** has agreed to provide, at prevailing rates and conditions, at the time of each event and when invoiced by the **Board**, whether prior to or subsequent to the event.

Notwithstanding anything to the contrary above, the Event Expenses shall not include (a) staffing costs associated with the sale of food and beverage concessions or merchandise (these staffing costs shall be the responsibility of **Board** or its designated concessionaires or subcontractors), or (b) any other costs which are the responsibility of **Board** as explicitly set forth elsewhere in this Agreement.

SECTION 14 ADMISSION TICKETS

If the **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 Lease Agreement.

The **Lessee** agrees that should it require use of an internet or professional ticketing service, it shall exclusively use Ticketmaster, the **Board's** designated ticket agent for its facilities, to sell said tickets and the **Board's** rights shall include all future methods and technologies for ticket distribution or other forms of admissions. The **Lessee** shall pay the cost of printing the tickets. The **Board** shall have complete and sole supervision of the sale and collection of all tickets and at such locations as the **Board** shall designate. The **Board** shall have complete custody and control of all monies received from the sale of tickets. All such funds shall be the property of the **Board**, for the purposes of applying same, in accordance with the terms and conditions of this Lease Agreement, toward payment of any balance for rent due or to become due to the **Board** or for any purpose within the scope of this Lease Agreement.

A ticket "on-sale date" must be mutually agreed upon, in writing, between **Board** and **Lessee**, prior to the public announcement of the ticket "on-sale" date. The **Board** retains the right for the final decision for the "on-sale date", so as not to conflict with other events within the facility. Permission shall not be unreasonably withheld.

Should complimentary tickets be issued for the event, they are not to be sold. Complimentary tickets will be printed with a zero dollar value (\$0) listed on the ticket. Unless otherwise provided in a written addendum to this lease, complimentary tickets shall be limited to 10% of the manifested house capacity.

At least ten (10) days prior to any performance that may occur during the term of this Lease Agreement, the **Lessee** shall deliver to the **Board** for its use, without charge, 0 top priced admissions for each performance open to the public or trade during the term of this Lease Agreement. These admissions are in addition to any other admissions described herein.

SECTION 15 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 Section 3 of 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.

SECTION 16 SERVICES AND EQUIPMENT SUPPLIED BY THE BOARD

See Addendum I for services and equipment included in the rental of the "Premises" as outlined in Section 1 of this Lease Agreement. The **Lessee** shall pay for any properly requested special or additional services, facilities, equipment, materials, technicians that the **Board** has agreed to provide, at prevailing rates and conditions, at the time of each event and when invoiced by the **Board**, whether prior to or subsequent to the event.

SECTION 17 FLOOR PLANS FOR EXHIBITS/EVENTS

The **Lessee** shall furnish the **Board** with final floor plans and requirements for layout, equipment, decorations, exit capacity, and any other requirements for State Fire Marshal and Facility approval prior to exhibit space sales, ticket sales or any other use of the "Premises" by the **Lessee**. Final details concerning set up and scheduling requirements shall be submitted by the **Lessee** to the **Board** at least four (4) weeks in advance of the commencement of the term of this Lease Agreement. In the event the time between the execution of this Lease Agreement and the scheduled event is thirty (30) days or less, **Lessee** must submit said plans and requirements upon the execution of this Lease Agreement.

The **Lessee's** use of the "Premises" shall not impede attendees or employees access to exits or permanent concession stands, restrooms, telephones, fire fighting equipment or utility rooms in the facilities leased by the **Lessee**.

SECTION 18 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.

SECTION 19 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 Agreement has been duly licensed or authorized by the copyright owners or their representatives and that such licensing is solely the duty of the **Lessee**. The **Lessee** agrees to defend, indemnify, and hold harmless the **Board** and all of its members, officers, employees, agents, and servants from any and all causes of action, claims, losses, or expenses, including attorney's fees incurred with regard thereto.

SECTION 20 RECORDINGS

The **Lessee** shall not record or sell for broadcast, webcast or other form of mass media consumption, any event covered by this Lease Agreement without the prior written approval of the **Board** or its designated representative. The **Lessee** agrees that the **Board** has the right to require payment for said privilege.

SECTION 21 ADVERTISING

Whenever pursuant to the terms of this Lease Agreement the **Lessee** uses or describes the **Board** facilities in advertising, the facilities shall be referred to only as the Kentucky Exposition Center or the Kentucky International Convention Center. No other use or description, including but not limited to Louisville Fairgrounds or Kentucky Fairgrounds, shall be allowed in any such advertising. The **Lessee** further agrees that all advertising associated with its use of the "Premises" under the terms of this Lease Agreement shall be accurate and in accordance with the terms of this Lease Agreement. The **Board** 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 **Board** shall review the advertising to determine if its content is true, accurate and complies with all other provisions of this Lease Agreement. Any false, deceptive or misleading statements in the advertising must be deleted by the **Lessee** prior to the **Lessee** distributing such advertising.

SECTION 22 ENTIRE AGREEMENT

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

SECTION 23 PARTIAL INVALIDITY

Any provision(s) of this Lease 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. This Lease Agreement was prepared by the **Board** for convenience purposes only and shall not be construed for or against the **Board** on such basis.

SECTION 24
TIME OF THE ESSENCE

Time is of the essence with respect to the performance of each of the covenants under this Lease Agreement. In any case, however, where either party hereto is required to do any act, delays caused by or resulting from 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, 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 25
WAIVERS

No waiver of any default by the **Lessee** hereunder shall be implied from any omission by the **Board** to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. The acceptance by the **Board** of any payments from the **Lessee** with knowledge of the breach of any covenant, term or condition of this Lease Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

SECTION 26
ASSIGNMENT

The **Lessee** shall obtain prior written approval of the **Board** prior to any assignment of this Lease Agreement. Any purported assignment without prior written approval of the **Board** 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 Agreement.

SECTION 27
GOVERNING LAW AND VENUE

This Lease Agreement 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 Agreement shall be in the Franklin Circuit Court in Frankfort, Kentucky.

SECTION 28
REMEDIES OF BOARD CUMULATIVE

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

SECTION 29
ACCORD AND SATISFACTION
AND RIGHT OF SET-OFF

No payment by the **Lessee** or receipt by the **Board** 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 **Board** may accept such check or payment without prejudice to the **Board's** right to recover the balance of such rent or pursue any other remedy in this Lease Agreement.

The **Lessee** agrees that there is no right of deduction or set-off from rent due and owing by the **Lessee** pursuant to this Lease Agreement.

**SECTION 30
PARAGRAPH HEADINGS**

The titles to the sections of this Lease Agreement 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 Agreement.

**SECTION 31
NOTICE**

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing. All such notices shall be delivered personally, via e-mail with confirmation receipt, by fax with confirmation receipt, by certified mail with return receipt requested, or by reputable overnight courier (costs prepaid), and shall be deemed given or made upon receipt thereof. Such notices are to be given or made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of the Section):

To the Board: Kentucky State Fair Board
937 Phillips Lane
Louisville, Kentucky 40209
Attention: Sales & Marketing Department

To Lessee: Jefferson County Public Schools
4425 Preston Highway, Ste. 107
Louisville, KY 40213
Attn: Dr. Donna Hargens, Superintendent

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: _____
Dr. Donna Hargens, Superintendent

BY: _____
Clifford "Rip" Rippetoe, President & CEO

____ day of _____, 20____

____ day of _____, 20____

ADDENDUM I
Equipment and services included in the rental of South Wing B and Lobby
for an exhibit, auction or sale

COMPLIANCE LEASE NO. 16-103-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) House sound system to include one paging mic.
- e) Lessee to bear the expense of telephone and internet service. All service must be ordered through the Board's exclusive provider.
- f) For auctions and sales only: up to four portable stage sections and one auction block.
- g) *Up to twenty five (25) parking passes for staff use. Discounted parking passes for attendees (number TBD) to be sent in advance of event and be distributed by Lessee. Guests with pass will pay \$5.00 per vehicle per day. Guests without pass will pay \$8.00 per vehicle per day.*
- h) All equipment is subject to available facility inventory and is for Lessee use only.**

Cat E3 (Exhibit/Auction/Sale)

08/09

ADDENDUM II

Equipment and services included in the rental of South Wing B 107-110 for a catered event or dance (closed to the public)

COMPLIANCE LEASE NO. 16-103-K

**If an event is a combination of two or more meeting rooms, this is considered one meeting area.
Equipment and services are per meeting area only.**

- 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) Lessee to bear the expense of telephone and internet service. All service must be ordered through the Board's exclusive provider.
- e) Carpet protector is required in any carpeted areas at caterer's expense. Dance floor is available at an additional cost.
- f) Up to four portable stage sections, two sets of steps, skirting, tables and chairs. (In SWB 101-105 and SWC 201-205, up to four stage sections **per room**).
- g) Necessary tables and chairs. Caterer or Lessee to set and strike per facility-approved floorplan. Any additional labor or equipment rental expenses will be charged to the caterer.
- h) Electric to include one 20-mp/120-volt outlet and permanent outlets. Caterer or Lessee to pay facility rates for any additional service.
- i) **All equipment is subject to available facility inventory and is for Lessee use only.**

NOTE: ALL FOOD AND BEVERAGE, INCLUDING WATER SERVICE, MUST BE PROVIDED BY BOARD'S OFFICIAL CATERER. CATERER IS RESPONSIBLE FOR LINENS AND SKIRTING FOR FOOD AND BEVERAGE TABLES.

Cat MR2 (Catered Event/Dance – closed to public)

05/09