

LEASE AGREEMENT

This Agreement, hereinafter referred to as the "Lease", is made and entered into as of the 13th day of December, 2017, between the **Board of Education of Jefferson County, Kentucky**, a public body corporate and a political subdivision of the Commonwealth of Kentucky, hereinafter referred to as the "Board of Education", with a mailing address of PO Box 34020, Louisville, Kentucky 40232-4020 and the **Kentucky State Fair Board**, a public body corporate and political subdivision of the Commonwealth of Kentucky, hereinafter referred to as the "Fair Board", with a mailing address of PO Box 37130, Louisville, Kentucky 40233-7130.

WITNESSETH:

WHEREAS, the Fair Board, desires an amount of storage space in a facility adjacent to or in close proximity to the Kentucky Exposition Center known as C. B. Young, Jr. Service Center and the Board of Education desires space to hold public assembly events.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the parties hereto it hereby agreed by and between both parties as follows:

1. Terms and Extended Terms. The initial term of this Lease shall be for a period of one (1) year commencing January 1, 2018 and ending on December 31, 2018. Thereafter, this Lease shall automatically renew for nine (9) additional consecutive terms, of one (1) year each, upon the same terms and conditions herein, unless terminated by written notice within ninety (90) days prior to the expiration of the current term. This Lease may be terminated at any time upon mutual agreement of the parties.

2. Premises. The Premises for storage by the Fair Board is defined as the interior, high-bay space of Building Number Seven (7) approximately 18,400 square feet in the C. B. Young, Jr. Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. Access to the Premises shall be on a twenty-four (24) hour, seven (7) day per week basis, through to doors and points of access located off the southwest corner of the KEC Lot H. The Premises or any part thereof shall not at any time during the term of the Lease be used for the storage, keeping or holding of materials of a hazardous, volatile, or dangerous nature.

The Premises for activities as scheduled by the Board of Education are those facilities used by the Board of Education, its subcontractors and invitees at the Kentucky Exposition Center.

3. Consideration. The Board of Education agrees to trade out the total consideration for the storage space in the C. B. Young, Jr. Service Center as described in Item 2 above for the use of the Fair Board's Kentucky Exposition Center space for up to eighteen (18) graduations and four (4) days for small meetings (up to 500 capacity).

The eighteen (18) graduations with practices may be scheduled up to one year in advance on any available dates in Freedom Hall, Broadbent Arena, East Hall AB, and West Hall AB. In the event the District should need to expand that number, the scheduling coordinator for KEC and the coordinator for graduation with JCPS will discuss and come to a mutual agreement on the appropriateness of expanding the number on any given year. The available dates in Freedom Hall, however, shall be limited to five (5) total days, except when graduation ceremonies fall on Memorial weekend, in which case Freedom Hall shall be permitted to be occupied for seven (7) days with the understanding that graduation ceremonies will not take place on Sunday or Monday.

For purposes of this Lease, access to the Premises will begin at 8:00AM on the first event day covered by the event lease, except in circumstances where the requested space is occupied by another lessee on the day

prior to the first requested event day. In such circumstances, the Fair Board agrees that the Board of Education shall have access to the Premises at the earliest time that is reasonably agreeable to both parties and shall be noted in the event lease. The Fair Board will be responsible to make all preparations necessary for the venue to be available on agreed date. If it is determined that the use of overnight/overtime labor would be required to have the Premises ready by 8am on the first date covered by the event lease, the Fair Board will provide a quote for said labor charges, to be paid by the Board of Education should they opt for the use of said labor.

The Fair Board agrees to hold two sets of dates on a tentative basis to account for the possibility that any given school year could be extended due to adverse weather. The Board of Education understands that the Fair Board may receive other business opportunities that could conflict with one or more of the tentative dates being held for graduations. The Board of Education maintains First Right of Refusal over the dates being held. Should the Fair Board have another lessee ready to sign a lease that conflicts with one of the sets of dates being held by the Board of Education, the Board of Education shall have five (5) business days to either request a lease for those dates or release them back to the Fair Board.

The Board of Education agrees that if two sets of dates remain on the Fair Board's booking calendar as of the beginning of March in any given year, the dates will be finalized when the Board of Education convenes their board meeting within that month. All other dates being held shall be released back to the Fair Board for the opportunity to be leased to another group.

The Board of Education and the Fair Board have agreed to use a standard setup in each leased space and for every school covered by this agreement. Items that are included in this standard setup are outlined in Addendum I of this agreement. Minor adjustments will be permitted as necessary to properly accommodate each individual schools' needs. Should any school make a request that would be deemed a significant change to the basic footprint of the mutually agreed setup, that individual school shall be billed for the labor charges required to accommodate said request and to return the facilities to the previous setup when their ceremony concludes. The Fair Board has established that the minimum labor charges for such a changeover shall be Five Thousand (\$5,000) dollars.

The four (4) days for small meetings may be scheduled up to one (1) year in advance on any available dates in another mutually agreeable KEC facility. Reservation of the Fair Board space shall be confirmed in a mutually signed letter.

The Fair Board will be allowed to use the parking facilities for spillover at the C. B. Young, Jr. Service Center when not being used by the Jefferson County Public Schools.

4. Improvements to Premises. The Fair Board accepts Premises in "as in" condition from the Board of Education and is solely responsible for any improvements to the Premises. This includes construction of any access road and ramp from the Kentucky Exposition Center property, through the boundary fence onto the property of the Board of Education and any interior improvements for storage racks. Any improvements permanently affixed to the Premises shall become property of the Board of Education upon termination of the Lease. The Fair Board intends to repair the access road to the C. B. Young, Jr. Service Center and shall coordinate such timing with the Board of Education.

The Board of Education accepts the leased Premises in "as is" condition without an obligation by the Fair Board to alter or make changes in any of its physical facilities. The Board of Education may, as its own expense, make alterations, installations, decorations and like items provided it receives the prior written approval of the Fair Board to do so. This permission shall be in the Board's sole discretion, after the Board of Education submitting to the Fair Board plans and layouts of such decorations, alterations, and

The Board of Education covenants and agrees to abide by all rules and regulations established by the Fair Board and its authorized representatives; to provide any licenses and permits required to comply with federal, state, county, and city laws, statutes, resolutions and ordinances including compliance with the Americans With Disabilities Act, to incur no bills or obligations for labor, material or otherwise for which the Fair Board may be or become liable; and to pay no cash gratuities to employees of the Fair Board.

6. Inspection. The Board of Education or the Fair Board's agents shall have the right, at all times, to enter the Premises for the purpose of inspecting it or making repair.

8. Notices. All notices or other communications hereunder, shall be sufficient and deemed given, when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as follows:

If to the Fair Board: Kentucky State Fair Board
937 Phillips Lane
Louisville, KY 40209
Attn: President and CEO

9. Entire Lease. This Lease constitutes the entire Lease between the parties and supersedes all prior statements. This Lease shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon the parties hereto, their successors, and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly Authorized Officers as of the date first above written.

"BOARD OF EDUCATION"

Board of Education of Jefferson County, Kentucky

By: _____

Name: Dr. Martin Pollio

Title: Acting Superintendent

"FAIR BOARD"

Kentucky State Fair Board

By:  11.16.17

Name: Mr. Dave Patrone

Title: Vice President of Client Services

ADDENDUM I
Equipment and services included in standard setup
For JCPS Graduation Ceremonies

- 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) Stage with two sets of steps, skirting, tables (8') and chairs. Max size dependent on available inventory.
- d) Chairs for graduate seating, guest seating, and for musical selection (band/choir) within inventory.
- e) Initial set-up labor.
- f) One (1) wheelchair lift or ramp.
- g) Electric for stage and mix area only within facility's capacity. Bus shore power available within capacity.
- h) One (1) sound technician during practices and graduations
- i) One (1) sound mixer
- j) One (1) CD player
- k) Two (2) podiums
- l) Four (4) mics or inputs
- m) Up to four (4) tables (8'), skirted in black and clothed.
- n) Up to four (4) tables (8'), skirted in white and clothed.
- o) Tables (8') for diploma distribution and school administrative operations.
- p) All equipment is subject to available facility inventory and is for Lessee use only.