



## **Bullitt County Public Schools**

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
www.bullittschools.org

### **MEMO**

To: Board Members

From: Keith Davis

Date: April 17, 2018

Re: Rental of Freedom Hall for Graduation Ceremonies

Despite efforts to reserve and coordinate graduation plans well in advance with the Kentucky State Fair Board, the number of days added to the calendar greatly limited dates and options for the venue this year. Broadbent Arena is not available on Saturday, June 9<sup>th</sup>, due to an archery tournament. Due to the possibility of that event finishing late into the evening, there would not be sufficient time for the services necessary to ready the area for another event on Sunday. Bullitt County and Oldham County vie for what is available after the Fair and Exposition Center has accommodated Jefferson County Public Schools. Freedom Hall was the next available choice of venues that supplied adequate space for graduates' friends and families at each of the three high schools' scheduled ceremony. In order to keep the ceremonies scheduled relatively close to the last day of school, this option prevented postponing graduation exercises to the following weekend; however, the venue came at a more expensive cost of \$12,000 due to the larger seating capacity. Funds are available in the Superintendent's Office budget, ORG-0011075, OBJ-0891 - Diplomas and Graduation Expenses.

Approval of the Lease Agreement is requested. Eric Farris has reviewed the document.

*OK as April*  
*Ch*  
*B. Stanton*



# Event Order Confirmation

2018 Bullitt Co. High School Graduations (13579)

Start-End:

Sun 06/10/2018 08:00 AM - 11:59 PM

Bullitt County High School  
 Betsy Nutt  
 1040 Highway 44E  
 Shepherdsville, KY 40165

Main: 1-502-543-2271  
 E-Mail: [betsy.nutt@bullitt.kyschools.us](mailto:betsy.nutt@bullitt.kyschools.us)

**Event Coordinator(s)**

Coordinator 1: Meghan Dowd

Email: [mdowd@ksfb.ky.gov](mailto:mdowd@ksfb.ky.gov)

| Bookings     | Usage                          | Units     |
|--------------|--------------------------------|-----------|
| FREEDOM HALL | 06/10/2018 08:00 AM - 11:59 PM | Event Day |

|  | Units    | Rate                                      | Charges            |
|--|----------|---|--------------------|
| <b>Booking Charges and Payments (1)</b>            |          | <b>Sun 06/10/2018 08:00 AM - 11:59 PM</b> |                    |
| <b>501- Sales Department</b>                       |          |   |                    |
| FREEDOM HALL-Event Day                             | 1.00 EA  | \$12,000.00 / DAY                         | \$12,000.00        |
| <b>603- Event Services</b>                         |          |   |                    |
| Paging Mic (wired)                                 | 1.00 EA  | \$0.00 / EVT                              | \$0.00             |
| Stage Pieces                                       | 50.00 EA | 0.00 / EVT                                | 0.00               |
| Stage Steps  | 2.00 EA  | 0.00 / EVT                                | 0.00               |
| Table- 8 ft Clothed and Skirted                    | 4.00 EA  | 0.00 / EVT                                | 0.00               |
| <b>804- Access Control</b>                         |          |   |                    |
| KEC Parking Comp                                   | 40.00 EA | \$0.00 / EVT                              | \$0.00             |
| <b>Total For Booking Charges and Payments (1):</b> |          |   | <b>\$12,000.00</b> |
| <b>Total Charges:</b>                              |          |   | <b>\$12,000.00</b> |
| <b>Total Outstanding Charges:</b>                  |          |   | <b>\$12,000.00</b> |

This is not a lease; this is an estimate of cost for items detailed above. Any changes or additions may increase the cost.

Signed \_\_\_\_\_

Date \_\_\_\_\_



**KENTUCKY EXPOSITION CENTER / KENTUCKY INTERNATIONAL CONVENTION CENTER  
LEASE AGREEMENT 13579-01**

**THIS LEASE AGREEMENT** ("Lease") is made this April 23, 2018 ("Effective Date"), by and between **the KENTUCKY STATE FAIR BOARD ("Board")**, a corporate body of the Commonwealth of Kentucky, whose address is PO Box 37130, Louisville, Kentucky 40233-7130, and **Bullitt County Board of Education** whose address is 1040 Highway 44E Shepherdsville, KY 40165, ("**Lessee**") (collectively referred to as "**Parties**").

**WHEREAS, Board** manages the Kentucky Exposition Center (KEC) and the Kentucky International Convention Center (KICC) (either building referred to as "**Premises**") to be used by various groups and persons for conventions, tradeshow, exhibitions, theatrical performances, concerts, sporting events and similar activities; and whereas the **Board** desires to make the Kentucky Exposition Center (KEC) and Kentucky International Convention Center (KICC) available to users on a Lease Agreement basis.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, for the payment of rent as hereinafter provided by the **Lessee** to the **Board**, and for other good and valuable considerations, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**1. Grant of Lease.** The **Board** hereby grants to **Lessee**, conditioned upon past, current and future compliance with the provisions contained in Sections 3-8 below, the right to use and occupy the Leased Premises (defined below) for the sole purpose of 2018 Bullitt Co. High School Graduations beginning 06/10/18 and ending 06/10/18 and for no other purpose whatsoever without the prior written consent of the **Board**.

**2. Leased Premises, Time and Term.** **Board** agrees to lease to the **Lessee**, and the **Lessee** agrees to lease from the **Board** the following:

## **SEE EXHIBIT A**

**2.1 Lessee** has inspected the Leased Premises and accepts same in "AS IS" condition. **Board** makes no warranty, guarantee, or covenant of any nature whatsoever concerning the condition of the Leased Premises including the physical condition thereof, or any condition which may affect the Leased Premises, and it is agreed that the **Board** will not be responsible for any loss, damage or costs which may be incurred by **Lessee** by reason of any such condition or conditions.

**2.2 Lessee** shall have the right to ingress and egress through the halls and corridors and other areas of the building as provided herein, however, the common areas and public space (including but not limited to halls, corridors, lobbies, patios, food and beverage service areas, etc.) are expressly reserved to the **Board** for its right of use in any manner it deems appropriate.

**3. Considerations and Payment.** Lessee shall pay to the **Board**, in U.S. funds, a total rental fee for the grant of this lease in the amount of \$12,000.00 and covers (1) access to the common areas of the Venue and use of the Premises during the Lease Period and (2) an initial set of tables, chairs and trashcan in any leased meeting room.

**4. Ancillary Event Related Fees.** Ancillary fees shall be equal to the total of fees for food and beverage, tables and chairs (other than the initial, complimentary set in meeting rooms), special equipment, utility hookups, Internet and Data connections, skilled and unskilled labor, security personnel, decorators and other, if any, services, goods and support personnel provided by the **Board** for the Event. **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.

**5. Deposits.** Upon execution of this Lease Agreement, Lessee shall pay to **Board** a nonrefundable deposit the amount of \$0.00, which shall be credited against rental amounts invoiced by the Board pursuant to this Lease Agreement.

**6. Final Settlement.** Following the close of the event, the **Board** shall bill **Lessee** for the balance of all unpaid expenses which shall be due and payable within thirty (30) days of receipt of final billing. After thirty (30) days, interest on the unpaid balance shall accrue at the rate of ten percent (10%). If the unpaid balance plus interest ("Arrears") is not paid within sixty (60) days following receipt of final billing, the **Board** may (1) remove **Lessee** from the booking calendar for all future events reserved, and (2) automatically terminate all other executed Lease Agreements between the Parties for future events held at the Center and render same null and void; all upon written notice. In addition, **Lessee** further agrees to pay all costs of collecting, securing or attempting to collect all past due invoices, including reasonable attorney's fees.

**7. Non-refundable.** All advance fees and deposits paid by **Lessee** are non-refundable, unless otherwise expressly stated in this Lease.

**8. Building Policies.** **Lessee** acknowledges receipt of the **Board's** Building Policies and Guidelines, incorporated herein by this reference, existing at the time of the Effective Date and agrees to strictly comply with the terms and conditions contained therein. The Parties acknowledge that the Building Policies are subject to modification as a result of changes to ordinances, codes or administrative orders. Should such change occur, **Board** will notify **Lessee** of same no less than thirty days from the first date of the Term defined above. Upon notification, **Lessee** agrees to strictly comply with all modifications to the Building Policies. Failure to comply with or perform any of the terms or conditions contained in the Building Policies and failure to immediately remedy same upon oral notification shall result in written notification of each violation. Should **Lessee** receive more than three (3) written violation notices during an event or calendar year the following shall occur: (1) **Lessee** shall be removed from the booking calendar for all future events, and (2) all other executed Lease Agreements between the Parties for future events shall be terminated and rendered null and void; both upon written notice.

**9. Cancellation by Lessee.** If **Lessee** makes a cancellation more than three years before the first scheduled day of the event, fifty percent (50%) of the total lease fee outlined in this Lease shall be paid by **Lessee** as liquidated damages. If **Lessee** makes a cancellation less than three years before the first scheduled day of the event, one hundred percent (100%) of the total lease fee outlined in this Lease Agreement shall be paid by **Lessee** as liquidated damages.

**10. Sub-lease and Assignment.** Lessee is prohibited from sub-leasing or assigning any portion of Leased Premises. In the event Lessee violates this prohibition, Lessee will be subject to a payment equal to the approved lease fee for the space sub-leased in addition to the fees enumerated in Section 3 above.

**11. Exclusive Rights.** The Board, reserves for itself or its agents, contractors or concessionaires the exclusive right to provide the following sales and services: (i) food and beverage services (No outside food and beverage may be brought into the Venue without written approval of the Board); (ii) electrical services (iii) telecommunications and data services (iv) plumbing services (v) compressed air (vi) parking (vii) event staffing and security and Lessee shall not engage in or undertake the sale of any of the aforesaid articles or privileges, without the prior written consent of the Board. The Board reserves the right to operate, or have operated, provided or have provided, distribute and receive income from all exclusive contracts.

**12. Insurance.** Lessee shall secure and maintain during the entire Term:

*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, 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.*

**13. Operations Under Lease.**

**13.1 Board shall:**

**13.1.1** At all times have full access to the Leased Premises.

**13.1.2** Have the authority to issue such regulations, orders, and directives and make such announcements as it may deem necessary for the safe and orderly operation of the premises, and to cover any matter not otherwise provided herein for at the discretion of the Board.

**13.1.3** Have the authority to remove any person from the Center when necessary to ensure the safe and orderly operation of the Center.

**13.1.4** Comply with all applicable provisions of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.) and make reasonable accommodations for qualified persons with disabilities if readily achievable as provided by law.

**13.2 Lessee shall:**

**13.2.1** Use the Leased Premises and conduct its operations in a safe and careful manner.

**13.2.2** Permit free access by the Board to the Leased Premises.

**13.2.3** Comply with all regulations, orders and directives of the **Board** and/or Fire Marshall including without limitation the General Building Policies.

**13.2.4** Not interfere with the **Board** in the exercise of its powers to ensure the safe and orderly operation of the premises.

**13.2.5** Conform to all statutes, regulations, orders, ordinances and directions of any government having jurisdiction and to ensure their contractors and sub-contractors will comply.

**13.2.6** Verify the safety of all exhibits, materials, machines, equipment and structures placed by **Lessee** within the Leased Premises and to use its best efforts to ensure that each exhibitor abides by all the rules and regulations relating to the safety of exhibit materials, machines, equipment and structures for space contracted by **Lessee** in relation to this Lease.

**13.2.7** Submit all floor plans to the **Board** for approval by the **Board** and Louisville Fire Marshall Office within 60 days prior to any scheduled activities within the Leased Premises. Modified floor plans and related event arrangements must be re-submitted for approval no later than 21 days prior to the first day of move-in to the Center. Failure to comply with this provision may result in additional expenses incurred in executing the event(s). Complying with these deadlines will help to ensure that the event expenses projected for **Lessee** will remain with the allotted budget.

**13.2.8** Not interfere with any other **Board** leased use of the premises and related property, easements, and facilities under the control of the **Board**.

**13.2.9** Comply with all applicable provisions of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.) and make reasonable accommodations for qualified persons with disabilities if readily achievable as provided by law, in relation to the programs and activities that are part of the event contemplated in this lease.

**13.2.10** If applicable, submit to the **Board** a scale drawing detailing the rigging plots for any equipment intended to be hung from the ceiling. The rigging plots must be approved by the **Board** at least 21 days prior to the first day of load-in. Failure to comply with these requirements may result in restriction of access and probable delays in producing the event.

**13.3** Without prior written and express permission of the **Board**, **Lessee** shall not:

**13.3.1** Cause or permit anything to be done wherein the premises, its facilities or equipment shall in any way be damaged, marred, defaced or altered. The **Lessee** shall be financially responsible for rectifying any such damage.

**13.3.2** Resell, mark-up or allow their contractors to do the same any exclusive services provided by the **Board**, including but not limited to electrical hookups, internet sales, plumbing, food and beverage, rigging and venue services.

**13.3.3** Transmit or record for transmission any portion of **Lessee's** operations by radio, television, motion picture, video tape, sound recording or otherwise; provided that **Lessee** may authorize bona fide news coverage of its operations by established news

media solely for dissemination as news and not otherwise for sale or advertisement purposes.

**13.4** The **Board**, at its absolute and sole discretion, reserves the right to restrict, condition or prohibit **Lessee's** use of the name, trade name, logo, trademark, or image of the building in any type of advertising or promotion media including, but not limited to, print, website, social media, and television.

**14. Non-Use of Premises Leased.** Should use of the Leased Premises be prevented as a result of an event beyond its control, including but not limited to, strikes, national emergency, acts of God, war, acts or threats of terrorism, government regulations, disasters, civil disorder, curtailment of transportation facilities or services, (all of which must have a direct and local impact to the services contemplated herein) which makes it inadvisable, illegal, or impossible for Lessee or Board to perform its obligations under this Lease ("Force Majeure Condition"), either party may, upon prior written notice to the other, cancel this Lease without penalty.

**15. Vacating, Holdover and Property Storage.**

**15.1** Before the termination of the Term, **Lessee** shall vacate the Leased Premises and return the **Board's** facility and equipment in the same condition and repair as originally furnished to **Lessee**, excluding normal wear and tear only.

**15.2** Unless **Lessee** is prevented from vacating the Leased Premises within one hour of the end of the Term by a Force Majeure Condition or an evacuation as provided herein, **Lessee** shall pay an additional charge of the entire published daily rate for the Leased Premises. "Usage" includes the period necessary for the removal by the **Board** or **Lessee** of any equipment, exhibits or other material within the Leased Premises for each day or fraction thereof of delay. The liability established under this paragraph does not extend the Term of the Lease and is intended to compensate the **Board** solely for additional use of the Leased Premises by **Lessee**, and does not preclude the **Board** from asserting any other rights against **Lessee**. The amounts set forth in this paragraph shall become due and payable thirty (30) days after **Lessee** vacates the Leased Premises and shall be subject to the same penalties enumerated in Section 6 above.

**15.3** In the event the Leased Premises are not vacated by **Lessee** at the end of the Term, the **Board** is authorized at **Lessee's** expense, to remove therefrom and to store all goods, wares, merchandise and property of any kind placed therein, and the **Board** shall not be liable for any damages or loss to such property resulting from such removal and storage and the **Board** is hereby expressly released from any and all such damages or loss.

**16. Indemnification.**

*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, 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.*

**17. No Conveyance of Interest in Property.** This Lease does not confer upon **Lessee** any right, title, estate or interest in the Center, its facilities or equipment, but merely grants **Lessee** a personal privilege revocable on the terms and conditions outlined herein.

**18. Breach and Remedies; Cancellation.**

**18.1** Upon the occurrence of any of the following events, the **Board** shall have the power to invoke any of the remedies set forth in Section 18.2:

**18.1.1** Default made by **Lessee** in the performance of any of its obligations under this Lease;

**18.1.2** Damage to the facilities or equipment caused or permitted by **Lessee**;

**18.1.3** Filing by or against **Lessee** of a petition of bankruptcy, criminal arrangement, appointment of a receiver or trustee of all or a portion of the assets of **Lessee**, or making an assignment for the benefit of creditors.

**18.2** The **Board** may upon the occurrence of any of the events set forth in preceding paragraph undertake any or all of the following remedies:

**18.2.1** Require of **Lessee** additional security for the performance by **Lessee** of its obligations hereunder;

**18.2.3** Declare this Lease terminated and revoke the lease granted hereunder;

**18.2.4** Without further notice, enter and take exclusive possession of and remove all persons and property from its facilities, and equipment, without the necessity of resorting to any legal proceedings;

**18.2.5** Withhold all sums held by the **Board** for **Lessee** and, without the necessity of resorting to any legal proceeding, apply such sums to any claim the **Board** may have against **Lessee**;

**18.2.6** Bring action against **Lessee** to recover any fees due hereunder and any damages sustained by the **Board**.

**19. Evacuation.** In the event the Director or his designee determines that the Center must be evacuated for public safety reasons, **Lessee** may use the Leased Premises or such additional time as may be necessary to complete the activity contemplated under this Lease without additional lease fees, provided that such use does not interfere with any other use of the Leased Premises. If it is not possible to complete such activity, the lease fees shall be prorated or adjusted at the discretion of the Director/Designee. In such an event, **Lessee** waives any claim for damages or compensation from the **Board**.

**20. Additional Services.** Other services may be provided at additional costs at prevailing rates.

**21. Modification.** This Lease may only be amended or modified by written instrument executed by the Parties. No amendment that affects the substantive provisions of this Lease, not including changes to event dates, amount of space, deposit schedule or fees, shall be valid unless in writing, executed and approved by the **Board**.

**22. Waiver.** No waiver by either party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by either party in exercising any right or remedy shall operate



as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or remedy.

**23. Counterparts.** This Lease may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. For purposes of executing this Lease, a document signed and transmitted by facsimile machine or email shall be treated as an original document, the signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

**24. Entire Agreement.** This Lease constitutes the entire agreement between the **Board** and **Lessee** and supersedes any prior agreements and negotiations between the parties, whether written or oral. No modification, alteration or waiver of the terms of this Lease shall be binding unless the same shall be in writing, dated subsequent to the date of this Lease and duly executed by the parties.

**25. Applicable Law; Actions.** This Lease is governed by the laws of the Commonwealth of Kentucky and any action concerning this Lease shall be instituted only in the Circuit Court in and for Franklin County, Kentucky, or as provided by law in such other court.

**26. Severability.** In the event any provision of this Lease is invalidated, all remaining provisions shall continue in full force and effect.

**27. Publicity.** Subject to the provisions contained Section 13.4 above, the name, trademark, trade name, image or logo of the premises may only be used for public event location identification. **Lessee** must submit all advertising and brochure copy that references the Kentucky Exposition Center or Kentucky International Convention Center, show location, parking fee, and dates and times to their Event Manager for approval prior to advertising or distribution. Advertisement of events must state the total admission price, the exact event location, organization producing the event and specify that parking fees will be charged, as applicable. The **Lessee** is responsible for advertising parking information and directions. Advertising shall not be permitted until this Lease is fully executed.

**28. Limitation on Scope of Lease.** The **Board** reserves the right to use and permit others to use the facilities and equipment of the Center and related property, easements, and facilities under the control of the **Board**, except to the Leased Premises during the Term of this Lease. **Lessee** acquires no exclusive right to use the facilities and equipment of the Center other than the use of the Leased Premises during the Term.

**29. Prohibition against Encumbrances.** **Lessee** shall defend and hold harmless the **Board** from any claim or demand including attorneys' fees on the part of any person, firm or corporation, performing labor or furnishing materials in connection with the building and construction and any improvements on the premises. **Lessee** shall not engage in any financing or any other transaction, creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon **Board's** fee interest in the premises or any portion of the premises or other land owned by **Board**. It is distinctly understood and agreed that any person, firm or corporation furnishing materials or performing labor on behalf of **Lessee** shall look only to the **Lessee** for any payment, and that no lien or claim shall be allowed to attach to **Board's** fee interest in the premises.

**30. Responsibility.** The **Lessee** expressly assumes full responsibility for all persons connected with **Lessee's** use of the Leased Premises, including all of its employees, agents, members, invitees and **Lessees**. The **Board** reserves the right to eject any objectionable person or persons from the building and upon the exercise of this authority through its staff, agents or policemen, **Lessee** hereby waives any right and all claims for damages against the **Board** for such action.

**31. Subsequent Events.** The terms of this Lease do not in any way bind, obligate or require the **Board** to

reserve a subsequent time or date for any event to be sponsored by **Lessee** not covered by this Lease.

**32. Control and Access.** The **Board** reserves the right to control the operation and maintenance of the premises. The **Board** has the right to enter the Leased Premises at any time for any purpose, including removal of any person who, in the sole judgment of the **Board**, is disrupting or obstructing the proper operation and management of the premises.

**33. Hazardous Property.** **Lessee** shall not place any exhibit, equipment or vehicle in the premises which, in the sole judgment of the **Board**, is dangerous or otherwise incompatible with the premises.

**34. Use of Outside Contractors.** **Lessee** shall not use any outside contractors for any service at the Center without prior written approval by the **Board**. In the event of such approval, all outside contractors must sign a Contractor Service Agreement and provide proof of required insurance.

Lease Agreement shall be returned by **Lessee** to the **Board**, executed by a duly authorized officer of the **Lessee** and accompanied by the required deposit on or before **(DUE DATE)**. If this Lease Agreement is not returned by this date it shall become null and void.

**35. Notices.** Notices under this Lease shall be sent by first class mail, express courier, faxes, or other electronic means to the respective Parties as follows:

**TO BOARD:**  
Kentucky State Fair **Board**  
937 Phillips Lane  
Louisville, KY 40209  
Attn.: Sales & Marketing

**TO LESSEE:**  
Bullitt County Board of Education  
1040 Highway 44E  
Shepherdsville, KY 40165

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease the day and year first above written.

**BOARD: KENTUCKY VENUES**

**LESSEE: (ACCOUNT NAME)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# KENTUCKY EXPOSITION CENTER



## BUILDING POLICIES & STANDARDS



## **Welcome to Kentucky Venues The Kentucky Exposition Center**

The Kentucky State Fair Board is a corporate body of the Commonwealth of Kentucky Department of Tourism, Arts and Heritage. The Kentucky State Fair Board, henceforth owns and operates Kentucky Venues, which are the Kentucky Exposition Center (**KEC**) and the Kentucky International Convention Center (**KICC**) collectively known (**Kentucky Venues**).

### **General Building Policies**

Lessee agrees to adhere to the policies and procedures of The Kentucky State Fair Board and the Fire Marshall Regulations. Kentucky Venues reserves the right to alter and/or amend these General Building Policies, which are an extension of the Lessee Contract (reference Section 8).

An **Event Manager** is assigned specifically to your show to act as your liaison with various departments of the Kentucky Exposition Center throughout your entire planning process. If you have any questions about any of the items covered in this manual, please contact your **Event Manager** first. He/she will be able to handle your inquiry quickly and efficiently on your behalf.

Thank you for allowing us to be the venue for your event. We look forward to hosting you and wish you continued success.

## **GENERAL BUILDING POLICIES AND GUIDELINES**

### **ABANDONED PROPERTY:**

Any property unclaimed after thirty (30) days following the term of the Lessee Contract will be considered abandoned by Lessee, its contractors, or exhibitors. Kentucky Venues may take possession of it and treat it as its own or dispose of such property without liability. The Lessee shall be liable for any cost incurred, including, but not limited to, storage, if applicable, and disposing of the abandoned property.

### **ACCESSIBILITY:**

Kentucky Venues is committed to accommodating the needs of individuals with disabilities. Kentucky Venues complies with all federal ADA laws. Should you or your attendees require special assistance and/or services such as listening devices, wheelchairs, lifts, text telephones or stage ramps, please contact your Event Manager for assistance.

### **RESTROOMS**

All public restrooms in Kentucky Venues are accessible per Federal ADA requirements.

### **SEATING**

Within Freedom Hall Arena, accessible seating is located on the Northeast, Northwest, Southeast and Southwest corners on the main concourse level.

All seating within the Exhibit Halls and Meeting Rooms is temporary and therefore can be arranged for special accommodation with advance notice.

### **PARKING**

There are 306 ADA accessible parking spaces located within the various parking lots at Kentucky Venues.

### **ADDITIONAL SERVICES**

The Lessee will pay any fees which may be due for additional services, accommodation or materials furnished or loaned by Kentucky Venues.

### **ADDRESSES**

#### **MAILING:**

Kentucky Venues

PO Box 37130

Louisville, KY 40233-7130

#### **SHIPPING:**

Kentucky Venues

937 Phillips Lane

Louisville, KY 40209

### **ADVERTISING & MARKETING**

Advertising during any event by Lessee, commercial or other, within the "Premises", except within exhibit hall(s) is commissionable to Kentucky Venues and permitted only with prior written approval from Kentucky Venues. Video advertising/marketing in public areas of the "Premises" is and shall remain

the exclusive right of Kentucky Venues and Lessee shall not participate in same. No commercial promotion of any kind shall be permitted in food courts.

Pursuant to the terms of this Lease Agreement, should the **Lessee** use or describe **Kentucky Venues** facilities in advertising, the facilities shall be referred to only as Kentucky Venues, 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.

#### **AIR CONDITIONING AND HEATING**

Kentucky Venues provides heating or cooling in the exhibit halls and meeting rooms during show hours only. **Should HVAC be requested during move-in/out, a service fee will apply.** Contact your Event Manager for a price quote.

#### **AIR WALLS**

The opening and closing of air walls must only be completed by Kentucky Venues staff. The Lessee is responsible for the labor costs associated at the prevailing rates.

#### **ALCOHOLIC BEVERAGES**

Per the existence of 303 Kentucky Administrative Regulation 1:030, Section 1: 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 **Kentucky Venues**. Violation of any of the foregoing will be punishable as provided by law.

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

#### **AUDIO VISUAL**

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 **Kentucky Venues** patch fees for any input(s) into the facilities audio-visual infrastructure in meeting areas, combined meeting rooms, lobbies, arenas, exhibit halls/wings for the run of the show.

#### **BROADCAST AND PUBLICATIONS**

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

#### **CLEANING SERVICES**

Kentucky Venues provide cleaning of all public areas, including restrooms and lobbies before, during, and after events, as well as all uncarpeted aisles and flip top trash cans in the exhibit hall during show hours at no additional cost to the Lessee. Cleaning does not include vacuuming of carpets in the exhibit hall or any other janitorial services for the individual exhibit booths. The Lessee of an exhibit hall will be responsible for the removal of all trash, crates, lumber, and packing materials brought in by exhibitors and/or contractors prior to the show opening, during show, and through move-out. Any costs incurred by the Venues for trash not removed by the Lessee will be charged to the Lessee at the prevailing rate. The exhibit hall floor should be left in the same condition as when Lessee took possession. Meeting and ballrooms

used for non-conference events, including exhibits, are the responsibility of the show cleaning contractor. In the absence of a show cleaning contractor, Kentucky Venues cleaning staff will provide necessary cleaning at prevailing rates. Confetti, streamers, etc. may require additional cleaning. Contact your assigned Event Manager for rates and details

### **COMPLIANCE WITH LAWS**

The Lessee shall not discriminate against any person because of sex, race, religion, ancestry, national origin, or disability. Lessee shall not directly or indirectly display, circulate, publicize or mail any advertisements, notices, or communiqués, which state or imply that any facility or services shall be refused or restricted due to discrimination.

### **CONFEDERATE BATTLE FLAG MERCHANDISE**

Kentucky Venues strives to create on its premises, including the Kentucky Exposition Center and the Kentucky International Convention Center and its surrounding leased properties a welcome environment for all, regardless of race, color, ethnicity or cultural background and recognizes that the Confederate Battle Flag (also known as the Rebel Flag or Stars and Bars), is offensive to many persons. Therefore, while Kentucky Venues itself does not sell or giveaway any merchandise that resembles the Confederate Battle Flag or bears the image of the Confederate Battle Flag, commencing immediately all new contracts or renewals of existing contracts for events in the future shall include a ban on the sale or giveaway of any merchandise that resembles the Confederate Battle Flag or bears the image of the Confederate Battle Flag by its long and short term lessees and their vendors, exhibitors and participants, with limited exceptions related to history books or other educational and interpretive media where the Confederate Battle Flag is depicted in its historical context.

Kentucky Venues strongly encourages adherence to this policy by its exhibitors, vendors, participants and long and short term lessees and their vendors, exhibitors and participants who are operating under existing contracts.

### **DAMAGES**

If damages, beyond typical wear and tear, have resulted from the Event's operations or the doings of any party affiliated with the Event, the Lessee shall be responsible for the costs of repair. Damages should be reported to the assigned Event Manager as soon as they are known. Kentucky Venues encourages the Lessee to schedule a pre- and post-event walk-through to verify the condition of the facility.

### **DECORATIONS & SIGNS**

Within all public spaces, Arena's, lobbies, concourses, mezzanines, covered walkways and the like, banners and static / digital signage remain the exclusive right of Kentucky Venues. Should a Lessee desire to sell sponsorships or place revenue generating signage, a buyout shall be negotiated. These advertising opportunities will provide exposure to your attendees and create sponsorship opportunities for exhibitors to increase their ability to attract new customers and increase brand awareness.

In order to maintain the interior appearance of the Exhibit Halls, we request that you follow these guidelines:

- Please do not drill, core, or punch holes in the building.
- Signs must be of professional quality.
- Handwritten signs are not permitted.
- Signage or decor cannot obstruct any fire suppression equipment or exit.
- Under NO circumstances are helium balloons or adhesive backed decals (except name tags) to be

given away or used in the Venue. Any costs incurred from the use of, or removal of these items will be charged to the Lessee at the prevailing rate.

- Decorations, signs, banners and streamers may not be attached, taped, nailed or otherwise fastened to any ceiling, window, equipment, painted surface or wall of the venue. Any special decorations or signs must be approved by Venue management.
- Confetti/Glitter/Rice are prohibited without prior approval by your Event Manager.
- Lewd or offensive language or pictures as determined by Kentucky Venues are subject to removal.

### **DRONE POLICY**

Kentucky Venues has established the following drone policy for the Kentucky Exposition Center (KEC) and Kentucky International Convention Center (KICC):

A drone or Unmanned Aerial Vehicle (UAV) is defined as a "powered, aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, can be expendable or recoverable, and can carry a payload".

In order to ensure the safety of all patrons of the venue, drones are allowed on the property with the following requirements:

- Drones are not allowed inside any Kentucky Venues facility during load in, show hours, and/or load out without the express written consent of Kentucky Venues.
- Drones are not allowed outside any Kentucky Venues facility without the express written permission of Kentucky Venues and the FAA.

If the Lessee would like to use a drone, a written request need to be submitted to the event's Event Manager and the Assistant Director of Security at the Kentucky Venues facility for review and approval:

- Name of pilot operating the drone
- Pilot's experience level and other events he/she has flown the drones
- Type of aircraft (Quad Copter, Helicopter, Airplane, etc.) and make and model
- Frequency used
- Proposed payload and payload weight
- Time(s) the drone will be in operation
- Location(s) the drone will be operated
- If a Lessee would like to attempt to fly the drone outside of the building, The FAA approval must be secured and presented to the facility management.

Lessee is liable for any and all damages to persons, property, and any litigation arising from the use of drones or UAVs operating on or in any Kentucky Venues facility. Kentucky Venues and its employees shall be held harmless as a result of any operation of a drone or UAV on or in any Kentucky Venues facility.

### **ELECTRICITY**

**Kentucky Venues** shall be the exclusive electric service contractor which shall include labor and equipment as required by the **Lessee** and all show exhibitors. (This includes permanent electrical outlets) 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 **Kentucky Venues**. Any additional equipment shall not be installed unless prior written approval is obtained by the **Lessee** from **Kentucky Venues**.



**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.

### **ELEVATORS AND ESCALATORS**

#### **PROHIBITED**

- Freight is not permitted on passenger elevators.
- The transportation of dollies, oversized luggage, boxes or freight and tool boxes on escalators is prohibited.

#### **FREIGHT ELEVATOR LOCATIONS**

- The freight elevators at the Kentucky Exposition Center are located in the South Wing C service corridor near E-20 overhead and inside Freedom Hall in the southeast corner. The Kentucky International Convention Center has several freight elevators. Confirm locations with the Event Manager.

### **EMERGENCY SITUATIONS**

Venue staff are trained to handle most emergency situations. The Security Office is operational 24 hours a day and becomes the communications center and command post during all emergency situations.

To report an emergency, please call (502) 367—5000 KEC / (502) 595-4362 KICC. We require first aid and/or first responders (EMT) on site, depending on the history, type or location of the event during event hours on scheduled event dates. You will need to work with your Event Manager to schedule first aid for your event through American Red Cross. Also refer to the First Aid Policy in this manual.

### **EVENT ANCILLARY EXPENSES**

Clients will be provided an Event Ancillary Cost Estimate prior to their event taking place. This is only an estimate of what you have preordered through your Event Manager. As your requirements change, so will your estimate of ancillary charges. Internet, Audio Visual, and Food & Beverage estimates are provided separately by those service providers.

### **EVENT MANAGEMENT/STAFFING**

A key element in the success of any event is a consistent level of communication between the meeting planner/show manager and the facility. From the moment your Lease Agreement is returned, you will be assigned an experienced Event Manager. Your Event Manager will be available to you during all planning stages, on-site during all critical move-in, event, move-out hours, as well as during the post-event meeting. Questions about fire and safety policies and regulations, all documentation, and all requests for approvals and/or permits must be directed to your assigned Event Manager.

The **Lessee** shall be required to use **Kentucky Venues** 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 **Kentucky Venues**, 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.

### **EXCLUSIVE SERVICES**

Kentucky Venues holds the exclusive rights to the following:

- Electrical, compressed air, water and gas
- Telecommunications, Internet, cable/satellite connections
- Food & Beverage
- Rigging/Riggers within Arenas

- Venue Service Personnel required by the show including but not limited to ticket sellers, ticket takers, ushers, t-shirt security etc.

### **EQUIPMENT & LABOR**

Kentucky Venues maintains a vast inventory of items to furnish basic sets. Equipment is subject to inventory and availability. Your Event Manager can discuss availability of equipment with you. All equipment will be set up and operated by authorized building personnel only. Rooms will be set up on a one-time basis. Costs for any additional room changes, during any given day, will be paid by Lessee at the prevailing rates. Lessee is responsible for any equipment used. All equipment should be left in the same condition as it was before Licensee's usage.

### **FIREARMS POLICY LESSEE**

As state government facilities, neither Kentucky Venues facility prohibit the carrying of properly licensed concealed firearms on the premises or open carry firearms on the premises. In addition, Kentucky is a reciprocating state, so persons who maintain a valid license issued by another state of the United States to carry a concealed weapon in that state shall have his or her license considered valid in Kentucky. See KRS 237.110. Lessees of Kentucky Venues shall not prohibit the carrying of properly licensed concealed weapons on the premises. Staff of Kentucky Venues shall call law enforcement in the event of any alleged illegal patron conduct.

### **FIREARM POLICY RELATED TO EMPLOYEES**

It is the position of Kentucky Venues that the job classifications utilized by the organization to carry out the purposes of promoting tourism, hosting events, producing the three in-house expositions and otherwise managing and operating the Kentucky International Convention Center and Kentucky Exposition Center, do not require employees to carry a firearm to fulfill job duties. At the same time, Kentucky Venues shall not discipline an employee who lawfully carries a properly licensed concealed weapon per KRS 237.110 on its premises. Kentucky Venues employees shall call immediately law enforcement in the event of any alleged illegal conduct occurring on the premises of the Kentucky International Convention Center or the Kentucky Exposition Center.

Statute: KRS 237.110

### **FIRE MARSHALL REQUIREMENTS**

Requirements of the Fire Marshall vary depending on the type of event and the location on premises being held. Please refer to the comprehensive Fire Marshall Requirements found in the policies section at the end of this manual, or contact your Event Manager for more detail.

### **FIRST AID**

Requirements of First Aid vary depending on type of event and the location on premises being held. The comprehensive First Aid Policy can be found in the policies section at the end of this manual. Contact your Event Manager for minimum requirements.

### **FLOOR PLANS**

Kentucky Venues requires submission of the event floor plan thirty (30) days out for review, approval and submission to the Fire Marshall. Floor plans must include event name and date, designer and origination date, total number of booths and dimensions and total net square footage. In addition, exits should be unobstructed and clearly marked and all columns/utility ports must be included. Please see the Event Documentation Checklist in the policies section of this manual.

### **FORK LIFTS/HEAVY EQUIPMENT**

Should you require the use of a forklift, contact your Event Manager for more information about this service and the scheduling of labor. Please communicate to any equipment rental company that all forklifts, high lifts etc. must have protective wheel coverings or non-marking tires. Event Decorator and/or AV provider is responsible for bringing in their own equipment needed for rigging, unloading, moving etc.

### **GRATUITIES**

Kentucky Venues policy specifically prohibits any employee from accepting loans, advances, gifts, gratuities or any other favors from parties doing business with Kentucky Venues. Show management, service contractors and exhibitors should be aware of this policy and refrain from any such activity.

### **HELICOPTERS**

- Lessee or exhibitors requiring helicopter usage on Kentucky Exposition Center premises shall provide insurance coverage of \$10 million Aircraft Liability including passenger liability.
- A Certificate of Insurance naming the Kentucky Exposition Center as additional insured must be provided thirty (30) days prior to the use of the facility for landing a helicopter.
- The Kentucky Exposition Center holds a permit to land helicopters in the "C" Lot. Shows do not require additional permits to land in the designated area. However, Louisville Metro Fire Department (LMFD) must be notified of your intent to land a helicopter on our property.
- Air traffic control communication must be established with the local airports for both take-offs and landings.
- Appropriate fire extinguishing and grounding equipment must be supplied and maintained while the aircraft is on property.

### **HELIUM BALLOONS**

No helium balloons are allowed. Should a balloon be released inside the facility, Lessee is responsible for the retrieval costs associated at prevailing rates.

### **IDENTIFICATION & ACCESS**

All individuals working in the Venue must be on a daily call list and wear an approved identification badge. All badges must clearly identify the wearer and the name of the firm they represent.

### **INSURANCE AND INDEMNITY**

As stated in the lease agreement, Kentucky Venues, the governing body of the Kentucky Exposition Center & Kentucky International Convention Center, requires that all lessees provide general liability insurance issued by a company acceptable to Kentucky Venues or its designee, insuring both the lessee and the facility with the appropriate policy limits (typically \$1,000,000.00 per occurrence – plus such additional coverage as may be required by Kentucky Venues) to insure against claims or damages.

### **LIGHTING**

Maintenance levels of lighting will be maintained during move-in/out and full lighting will be provided during show hours.

### **LOBBIES**

Lobbies are generally not leased spaces and must always be kept open for public access and used within certain guidelines set forth by Kentucky Venues. Although there will on some occasion, be lobby space included with a lease, this area is understood to mean registration and exhibit foot prints only.

## **LOCKS**

Each Venue has a process for issuing room keys, core lock changes and a penalty for unreturned/lost keys. Please contact your Event Manager for specific information.

## **LOST AND FOUND**

Kentucky Venues has a lost and found located in the Security Office located between Freedom Hall and the North Wing Lobby. Additionally, the show management may also have a lost and found, please check with both locations.

## **OUTDOOR EXHIBITS**

Outdoor Exhibit space may be provided on a Lease basis and are subject to the same floor plan approval as all other Events. A permit is required from the Kentucky Department of Housing, Buildings and Construction in order to erect or operate an air supported temporary membrane structure or tent having an area in excess of 400 square feet or a canopy in excess of 400 square feet. A canopy is defined as a temporary structure of fabric or pliable material supported by any means except air of the contents it protects and is open without side walls on 75% or more of its perimeter. All tent layouts must be stamped for approval by Housing, Buildings and Construction and an architect or engineer. Tent models must be approved by Housing, Buildings and Construction.

## **PARKING**

The Kentucky Exposition Center has over 23,000 parking spaces comprised of asphalt, and grass. Parking for the Center is \$8 per car and \$20 per bus (increases on July 1, 2018 to \$10 per car) per entry. A Daily in/out pass may be purchased for \$12. Ask the Event Manager for additional information.

## **PETS & ANIMALS**

### **DOMESTICATED ANIMALS**

Service animals are always welcome. Please refer to the ADA (American Disabilities Act) portion of this manual for the ADA's definition of a service animal.

Permission for any domesticated animal (cat, dog, etc.) to appear in a show or booth must first be approved by show management, then by the Event Manager.

Animals must be on a leash and under control at all times.

- Animals will not remain in the building overnight unless otherwise permitted due to the event.
- A trainer must accompany animals at all times. It is the animal owner's responsibility to clean up after the animal while on property.

## **PYROTECHICS & SPECIAL EFFECTS**

Pyrotechnics, Fog Machines, Hazers etc. may be considered if requested in advance. Contact the Event Manager for information and regulations.

## **RATES AND SERVICE ORDER FORMS**

For more information on rates and service order forms for labor and equipment please visit our website at [www.kyvenues.com](http://www.kyvenues.com) or contact your Event Manager for more information.

## **ROOM SET-UP**

The initial room set is complimentary for all ballrooms and meeting rooms which are set theater, classroom, conference, banquet, or reception style. **NOTE: Tables do not include skirt or cloth.** Exhibit Hall sets are not included, and equipment will be invoiced as ordered. All sets are contingent upon

available inventory during the term of the lease contract. Subsequent turnover fees will be assessed beyond the complimentary set for turnovers. Please see the Event Manager for details. Changes to the approved set five (5) days or less prior to the first move-in day will be charged at the prevailing rate. This includes, but is not limited to, the addition or removal of inventory, e.g., tables, chairs, riser, performance staging, and lecterns.

#### **SALES & USE TAX**

From the Commonwealth Department of Revenue, please see the policy regarding sales tax in the policies section at the end of this manual.

#### **SMOKING / TOBACCO**

All indoor facilities are designated as smoke free spaces. There is a ban on all tobacco products including, but not limited to snuff, dip, chewing tobacco, electronic cigarettes, and vaping devices indoors. Smoking is permitted outdoors but must be done a minimum distance of 10 feet from building entrances. This policy applies to all exhibitors, visitors, attendees, contract personnel and Kentucky Venues employees. This policy is strictly enforced and violators are subject to removal.

#### **TICKETING**

Should Lessee's use of the "Premises" involve an event for which tickets are sold, Lessee must use the exclusive event staffing and security of Kentucky Venues to staff ticket sellers and takers. If an Internet or professional ticketing service is required, it shall be at the sole discretion of Kentucky Venues Ticket Office.

#### **TRAFFIC PLAN**

If the Event incorporates bus staging, hotel shuttles, substantial ADA transportation or coordinated attendee drop-off and pick-up, Lessee should contact the Event Manager to discuss a traffic plan early in the planning process.

#### **VEHICLES AND GOLF CARTS**

Vehicles are not permitted in the Exhibit Hall for loading and unloading equipment without the authorization of Kentucky Venues Management. All equipment and freight will be loaded and unloaded at the loading dock area. Vehicles, freight or other show materials shall not be stored in any facility without prior approval from Kentucky Venues Management. Motorized vehicles may not be parked inside any building, at any loading dock or any other area unless this area is a designated parking space. All vehicles will be towed at the owner's expense. Any vehicle that remains in the Exhibit Hall as part of a display must conform to all fire regulations. Persons under the age of sixteen (16) shall not be allowed to operate a personal cart (golf cart) on property. Under no circumstance are vehicles allowed in Lobby areas, without prior consent. Any display vehicles will be subject to the rules and regulations put forth by the Event Manager.

**Flammable Liquids/Gases:** Display of any motor vehicle, air craft, or any apparatus in which a fuel tank is attached will be safeguarded by disconnecting the battery and securing the fuel tank fill pipe with a locking device or other approved method. Liquid fuel tanks will contain no more than five (5) gallons or 25% fuel capacity, whichever is less. Aviation equipment tanks must be 100% full. All internal combustion engine drive vehicles or equipment on display must have fuel filler caps locked or taped and batteries disconnected. Contact your Event Manager for final approval.

### **KENTUCKY STATE FIRE MARSHAL REQUIREMENTS - LESSEE**

The following are the State Fire Marshal's minimum fire safety requirements and shall be applied at all shows-trade, commercial or otherwise, and shall apply whether the exhibit space is open or closed to the public.

1. Accurate-to-scale floor plans for the entire show shall be submitted in triplicate to the Kentucky State Fire Marshal's Representative (KSFM Representative) in care of the Kentucky Exposition Center not less than 15 days prior to move-in and setup of the area being reviewed. Plans shall be dimensioned and show size and location of booths, exits and aisles. One additional reviewed plan will be returned to the Lessee, if requested, subject to an on-site inspection by KSFM Representative.
2. The display and operation of any cooking or heat producing appliances, pyrotechnics, use or storage of flammable liquids, compressed gases or any other process deemed hazardous by the State Fire Marshal must have advance approval by the KSFM Representative before it is brought to Kentucky Exposition Center.
3. Any motor vehicles, gasoline powered equipment, tools, etc., on display shall have their batteries disconnected. All fuel tanks that are not equipped with locking gas caps shall have the gas caps sealed with tape. All such fuel tanks shall be less than one-fourth full. Absolutely no storage of any fuel in any building.
4. No parking of any vehicles, unless approved, is allowed in the building or loading docks. Cars and trucks shall be removed immediately after loading or unloading.
5. Decorations and displays shall not block or impede access to fire protection equipment (smoke detectors, sprinklers, fire extinguishers, exit markings, exit doors or emergency lighting equipment.).
6. All decorations shall be fire retardant. The decoration companies/exhibitors shall be prepared to provide certificates of flame spread on all decoration items. Items that are not properly fire retardant shall be removed.
7. All exhibits, signage and displays must be "Open Top" and not interfere with the facility fire detection and suppression system.
8. "Closed Top" displays including canopies, horizontal signs, displays with roofs and multilevel displays. Closed top displays must have prior written approval from the KSFM Representative. Approval requests for multilevel displays must be submitted 90 days in advance of show and include stamped engineer drawings of the structural components. Enclosed displays must have a working smoke detector, which is audible outside the enclosure.
9. During occupancy hours, aisles and exit doors shall be maintained free of all obstructions and unlocked for immediate use in the event of an emergency.
10. Signs designating exits and the direction of travel to exits approved by the KSFM Representative shall be provided by the Lessee and in place prior to the show's opening.
11. Additional fire extinguishers may be required at the discretion of the KSFM Representative.
12. All electrical devices and installations shall be in accordance with the applicable provisions of the National Electrical Code. All electrical devices must be listed by an approved listing agency, (Underwriters Laboratories, Factory Mutual or Underwriters Laboratories Canada). All electrical extension cords used shall be of the heavy-duty type (at least 14-gauge wire). Lightweight cords of the lamp cord variety are prohibited: any cords and or devices that present a hazard will be subject to confiscation.
13. All Lessees, exhibitors and show personnel shall adhere to all other fire safety laws, regulations and codes that have been duly adopted
14. Kentucky Venues shall require security where occupants are allowed to reside overnight inside of any state owned structure on the grounds. Security personnel shall be familiar with emergency response in the event of fire or other emergency, and perform regular surveillance of the areas where lodging occurs.
15. Lessee shall provide a list showing the number and location of persons boarding/dwelling overnight within the general vicinity of their exhibits.

16. It shall be the responsibility of the Lessee/show manager to see that the above regulations are followed.

17. Lessee will be responsible for making key personnel, including security, aware of and familiar with the facility's emergency procedures, which would include but not be limited to fire, bomb threats, inclement weather, etc.

## **FIRST AID POLICY – KENTUCKY EXPOSITION CENTER**

Kentucky Venues has established the following FIRST AID policy for the Kentucky Exposition Center (KEC):

Events promoted by Kentucky Venues will use the American Red Cross (ARC) and Lessees are encouraged to use ARC also but it is not mandatory as long as the minimum requirements set forth below are met by an alternative provider. The ARC may be contacted at (502) 561-3706.

To insure the safety and proper care of all patrons at Kentucky Venues, the **MINIMUM** FIRST AID requirements during events at KEC are outlined below:

### **BROADBENT ARENA**

**All events:** One (1) team\*.

### **CARDINAL STADIUM**

**Sporting Events / Concerts:** One (1) team\* for each seating area used. Seating area is defined as:

1. Field

### **FREEDOM HALL**

**Sporting Events / Concerts:** One (1) team\* for each seating level used. Seating level is defined as:

1. Floor / Lower Level
2. Upper Level

**All Other Events:** One (1) team\*.

### **NORTH WING, SOUTH WING, WEST WING AND PAVILION**

One (1) team\* per non-adjacent area.

### **OTHER AREAS (MEETING ROOMS, EAST HALL, WEST HALL, OUTSIDE AREAS):**

No minimum first aid requirements unless the history of the event or other information would indicate a need for first aid. This will be determined by Kentucky Venues Assistant Director of Security.

**LIVESTOCK SHOWS:** Based upon history of the event or similar events.

\*One team consists of (2) people trained and certified in Basic Life Support (BLS) and CPR unless stated otherwise.

These minimum recommendations are subject to increase in number of personnel and/or level of service. Kentucky Venues Event Manager will work with Kentucky Venues Assistant Director of Security to determine if increases are necessary. The Assistant Director of Security will be the final authority on the matter. Increases are based upon the following criteria (but not limited to them):

1. Type of Event
2. History of the Event or Similar Events
3. Anticipated Attendance
4. Resumes, work experience and references of team members



For most events, the hours of coverage are the hours the event is open to the public. For trade shows and some public shows, the hours could include the scheduled times for move-in and move-out.

The Lessee may select their FIRST AID provider but is required to coordinate this with the Kentucky Venues Event Manager and Kentucky Venues Assistant Director of Security. The organization providing FIRST AID must meet the following criteria:

1. Provide Kentucky Venues proof of liability insurance.
2. Provide copies of BLS and CPR Certifications of FIRST AID Team Members including contact information and a photocopy of identification.
3. Provide resumes, work experience and references of Team Members
4. Provide approved communication between FIRST AID Team Members and Lessee as well as with Kentucky Venues staff. Communication can be by two-way radio or telephone.
5. Be familiar with the Kentucky Exposition Center facility and emergency procedures.
6. Provide the following basic FIRST AID supplies and equipment: two way radios for communication; gauze bandages; non-stick sterile, rolled, flexible or stretch gauze; bandage tape, adhesive strip bandages; triangular bandages; splints of various sizes; ladder splints; eye dressing or pads; crash scissors; tweezers; safety pins; thermometers; flashlights; disposable latex gloves of all sizes; wheel chair; back board; peroxide; alcohol; antibiotic cream; finger splints; tongue depressors; alcare foam; sterile water; blood pressure cuffs; stethoscopes; sterile burn sheets; large and small combine dressings; AED; and other supplies as needed.
7. Maintain and provide a log to the Assistant Director of Security containing the minimum information of the name of patron, date and time of the services sought by the first aid provider. This requirement is not intended to impede the HIPPA, but rather provide the facility with a measurement of usage of first aid services during the event.
8. Maintain medical and treatment records in accordance with all HIPPA laws and regulations.

Kentucky Sales and Use Tax

51DOO3  
8-95

COMMONWEALTH OF KENTUCKY  
**REVENUE CABINET**  
FRANKFORT  
40620

**TO:** Persons Using Facilities of the Kentucky State Fair Kentucky Venues

**DATE:** August 1, 1995

**SUBJECT:** Application of Kentucky Sales and Use Tax

This letter has been prepared to provide information concerning the Kentucky sales and use tax law to assist you in determining your liability for collecting and remitting the tax. The tax is imposed at the rate of 6 percent upon gross receipts derived from the sale of admissions and tangible personal property. Also, the renting or leasing of tangible personal property for consideration is treated as a sale subject to the tax.

Persons engaged in making sales of admissions to events such as concerts, rodeos, machinery shows, art exhibits, etc., are liable for the tax on such sales. In addition, sales of tangible personal property such as T-shirts, records, buttons, pins, food, etc., at such events are subject to tax. Further, persons engaged in renting or leasing tangible personal property, except motor vehicles used on public highways, for storage, use or other consumption in Kentucky, are retailers who must report and pay the applicable tax derived from the gross rental or lease receipts.

There are instances where the Kentucky State Fair Kentucky Venues, by signed contract, has agreed to handle admission sales. In these instances, the tax will be collected and remitted by the Kentucky Venues thereby relieving the person of this responsibility. However, the person would still be liable for the tax on any sales, leases or rentals of tangible personal property.

Persons who will be conducting events at facilities of the Kentucky State Fair Kentucky Venues should, at least a week in advance of the scheduled event, contact the Kentucky Taxpayer Service Center, 620 South Third Street, Louisville, Kentucky 40202-2446, telephone number (502) 595-4512, or fax number (502) 595-4205 to obtain proper registration and more detailed information.

Department of Compliance and Taxpayer Assistance  
Revenue Cabinet

## **EVENT DOCUMENTATION CHECKLIST AND TIME-LINE**

### **Before you sell exhibit space or before tickets go on sale:**

- Receive a fully executed Lease Agreement and paid your deposit.
- Your Floor plan must be submitted and approved by the Kentucky Venues and Fire Marshall
- Ticketing procedures must be confirmed through the Kentucky Venues
- Sample Exhibitor Kit must be submitted for accuracy
- Review General Building Policies and Guidelines

### **At least 45 days before your event**

- Event requirements due to the Event Manager
- Submit event schedule for development of a security schedule
- Submit Certificate of Insurance
- Rigging coordinated with Event Manager
- A/V, Internet and communication specifications to SmartCity
- Food & Beverage specifications provided to Levy's
- Submit staffing requirements to Venue Services.

### **At least 30 days before your event**

- Changes to original floor plan(s) must be submitted for updated approval
- All final event requirements due so that an Event Resume may be produced.

### **At least 14 days before event**

- Review and approve Event Resume and ancillary costs sent to you by the Event Manager

## **Smart City Internet Guidelines**

The Kentucky Exposition Center contracts exclusively with Smart City to provide wired and wireless (Wi-Fi) services in the Kentucky Exposition Center. Wi-Fi services are vulnerable to interference from wireless devices such as wireless routers, wireless cameras, cellular phones, and personal hotspots. These issues can be particularly acute in centers due to the user activity in congested areas, limited wireless spectrum, and the closed space of the exhibit halls. Excessive wireless interference in the exhibit halls, meeting rooms and auditoriums may degrade the ability of exhibitors to demonstrate their products, prevent sales representatives from placing orders, block keynote addresses being live streamed, and impede other activities. In order to maintain a stable and robust wireless environment that minimizes interference through cooperation, coordination and good wireless policies, the Kentucky Exposition Center has adopted the Common Sense Rules delineated below.

### **1. Be considerate of others.**

The wireless network has finite resources, so more users will degrade the wireless experience for everyone. Many visitors do not realize that their personal devices are turned on in a manner that degrades the wireless network. We ask that all visitors be considerate of the needs of the exhibitors, speakers and their fellow attendees. Upon entering the Kentucky Exposition Center, everyone is requested to voluntarily turn-off the Wi-Fi and Bluetooth broadcasting features (“personal hotspot”) of their wireless cameras, cellular phones, gaming devices and other portable wireless devices. By voluntarily disabling these features, each visitor will enhance the wireless experience for the entire community in the Kentucky Exposition Center.

### **2. Don't overpower your neighbors.**

Exhibit halls, meeting rooms, and auditoriums in the Kentucky Exposition Center are closed spaces where high-power wireless devices may interfere with many other wireless users. This is unfair to your neighbors and may disrupt the event. For the convenience of your fellow attendees, a wireless device that requires a continuous connection to an electric outlet (or a battery independent of the wireless device) for its operation may neither be utilized nor plugged into an electrical outlet. At the discretion of the Kentucky Exposition Center or Smart City, the operator of such device will be required to unplug and remove the device from the Kentucky Exposition Center. Failure to unplug the device within 30 minutes of notification may jeopardize the wireless network for fellow attendees and is a license violation by the operator. In the event of such violation the Kentucky Exposition Center has authorized Smart City, at its discretion, to require the operator of the offending device to discontinue its use for the remainder of the event and/or to undertake a wireless engineering & coordination plan for the neighboring wireless devices and bill the operator of the offending device the appropriate charges. If neither option is adhered to, the Kentucky Exposition Center may require the operator to leave the facility.

### **3. One user. One channel. Please.**

For many years, Wi-Fi technology only allowed for access to one channel at a time. The latest Wi-Fi protocols (such as 802.11ac) allow users to combine or bond multiple channels. Doing so, however, may significantly degrade your neighbors’ ability to use the common wireless network. For the benefit of the entire wireless community in the Kentucky Exposition Center, please do not hog the spectrum through channel bonding or other techniques.

### **4. Acceptable use makes it fair for all.**

Please be considerate and share the wireless spectrum and bandwidth with your fellow attendees and exhibitors. Please do not use peer-to-peer traffic applications (such as Bit Torrent) nor actively scan the wireless network because these practices consume a disproportionate large amount of bandwidth and wireless network resources.