

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this 15th day of May, 2019, by and between the Jefferson County Board of Education, doing business as the Jefferson County Public Schools, a Kentucky public school district with an address of 3332 Newburg Road, Louisville, KY 40218 ("Lessor"), and Louisville/Jefferson County Metro Government, a Kentucky consolidated local government, acting by and through Louisville Forward, with an address of 444 South Fifth Street, Suite 600, Louisville, KY 40202 ("Lessee").

In consideration of the rents to be paid and agreements to be performed as herein provided, Lessor leases to Lessee and Lessee leases from Lessor the premises herein described, and the parties further agree as follows:

1. Premises. The leased premises is a paved and striped parking lot located at 1118 East Broadway, Louisville, KY, with access from Mercy Way, as shown on Exhibit A attached hereto as if fully copied herein. The Premises shall be available to Lessee based upon a schedule of events submitted quarterly to the Lessor for automobile parking for patrons of official evening and weekend events at Paristown Hall. The Premises shall be available for use by Lessee at 6:00 PM on evenings of events through two (2) hours after the conclusion of the event, and two (2) hours before events on weekends through two (2) hours after the conclusion of the weekend event (the "Reserved Times"). Reserved Times shall not include the dates and times identified in writing by the Lessor and provided to the Lessee no later than thirty (30) days prior to the usage by the Lessor. Lessor shall notify Lessee if excepted usage is for the full or partial premises. Usage by Lessor of the partial premises shall entitle Lessee to use the remainder of the premises during the excepted dates and times.
2. Modifications:
 - a. Lessee shall be permitted to erect a sign for the purpose of identifying the lot as reserved parking during the events at Paristown Hall, said sign to be removed upon surrender of the Premises, and said sign to be constructed, erected and removed solely at Lessee's cost. Plans for any and all improvements, including the sign, must be approved in writing by Lessor prior to their construction. At no time shall any other improvement, deletion, alteration or addition, including without limitation landscaping, be made to the premises by Lessee without the prior written consent of Lessor.
3. Term. The term of this Lease is one (1) year, beginning on July 1, 2019, with four (4) one (1) year extensions with the approval of Lessor.
4. Rent. Rent shall be calculated with a base rate and a cost share. The base rate for the Premises shall be \$525.00 annually, with the first payment due on the date of the execution of this Lease, and subsequent payments being due on the anniversary of its execution. The cost share shall be required in the event Lessee charges a parking fee or makes the Premises available to a third party not-for-profit entity and allows that third party not-for-profit entity

to charge a parking fee as is contemplated herein ("Cost Share"). This Cost Share shall consist of ten percent (10%) of total parking fee receipts collected from users of the Premises and shall be due to Lessor no later than thirty (30) days following the event for which parking fees were collected. Lessee shall include language requiring the Cost Share in all written agreements allowing third parties to collect a parking fee for the Premises.

5. Repairs and Maintenance. Lessor shall, at its sole expense, keep in good order, condition and state of repair all portions of the Premises, and shall maintain and repair any and all fixtures and appurtenances not a part of or subsequently added to the premises during the term of this Lease. Lessee shall maintain its sign so as to always present a clean and attractive appearance. Lessee shall be responsible for snow removal.

6. Occupancy.

- b. During the Reserved Times, Lessee shall enjoy the use of the Premises for a parking lot which it makes available to the general public for transient parking. Lessee reserves the right to restrict the use of parking to customers of businesses or other public venues in the vicinity of the Premises. This Lease is not intended to provide parking for residents of housing units. During the Reserved Times (DELETED "if space is available"), Lessee shall permit access and free parking for up to two (2) Jefferson County Public School staff members requesting entrance to the Premises for official district business within the building located at 1118 East Broadway, Louisville, Kentucky.
- c. During the Reserved Times, Lessee shall make the Premises available pursuant to an agreed-upon schedule for restricted parking to support events taking place at the Paristown Hall located on Brent Street, and for other events associated with that venue and arts district. During these events, Lessee shall permit the event manager to station parking attendants at the Premises to control access and collect parking fees. Lessee shall require the event sponsor to provide suitable insurance indemnifying Lessor and Lessee, and to undertake any required maintenance, including the removal of snow, ice and trash during times when the Premises is reserved for these events. Lessee shall ensure that the Premises is free of litter and trash accumulated after each use of the Premises. Lessee shall provide a copy of the schedule to Lessor no less frequently than once every six (6) months. Lessee shall enter into a written agreement with any third party not-for-profit entity that is authorized to restrict parking and charge a parking fee at the Premises, such agreement to include requirements pertaining to the Cost Share, insurance and other relevant matters, and shall provide this agreement to Lessor no less than thirty (30) days following its execution and in any case prior to the first event during which parking fees will be charged.
- d. Lessee shall accept said Premises upon delivery, shall comply with the terms of this Lease and shall use, occupy and maintain said Premises exclusively in accordance with the terms of this Lease. Moreover, at all times during the term of this Lease, or any extension thereof, Lessee shall conduct operations on the Premises in a safe,

prudent, orderly, lawful and businesslike manner in full compliance with all laws, ordinances and regulations which may be applicable to the premises or Lessee's use thereof. Further, Lessee shall not commit or suffer waste therein or allow any part thereof to become a nuisance.

- e. Lessor agrees that Lessee shall quietly hold and occupy the Premises during the term of this Lease or any extension thereof subject to the terms and conditions herein.
7. Assignment. This Lease and/or the rights or obligations hereunder shall not be assigned by Lessee either in whole or in part without the prior written consent of Lessor with the exception of the use of the Premises for events as described above. Any attempt or attempts to accomplish the foregoing shall confer no rights upon any third party sublessees.
8. Default and Cancellation. In the event either party fails to comply with the terms of this Lease, the other party may seek cancellation of this Lease, provided written notice seeking such cancellation is submitted to the other party thirty (30) days prior to cancellation; and further provided that the failure to comply or the cause has not been remedied within thirty (30) days after said notice is given to the other party.
9. Surrender. Upon expiration or cancellation of the term or any renewals of this Lease, Lessee shall at once surrender possession of the Premises to Lessor. Lessee shall also, upon surrender and at the sole option of Lessor, remove any and all modifications which Lessee has made to the Premises and shall restore the Premises to the same condition in which it was found upon occupancy, normal wear and tear excepted.
10. Insurance. Pursuant to Ordinance No. 11, Series 2003, Lessee is self-insured for all properly asserted General Liability claims brought forth against it to which Lessee does not otherwise have a legal defense. Lessor agrees that Lessee shall be self-insured for the first \$300,000 of any "Occurrence." In addition, Lessee agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which Lessee does not otherwise have a legal defense covering Bodily Injury, Property Damage, and Personal Injury Liability under the Louisville Area Governmental Self Insurance Trust (the "Trust"); as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be \$5,000,000 per Occurrence under a Combined Single Limit format. Lessee agrees to provide Lessor with a Certificate of Self Insurance from the Trust if requested.
11. Right of Entry. Lessor retains the full right and authority to enter, inspect and view the Premises at all reasonably anticipated hours; provided that at no time Lessor conducts such activities so as to interfere with or otherwise frustrate Lessee's use and occupancy.
12. Waiver of Terms, Conditions, Covenants. The parties to this Lease agree that Lessor may waive the performance of any term, condition or covenant contained herein, provided that such waiver shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision.

13. Notice. All notices required hereunder shall be in writing and served by mail or in person to the persons named below until change of such names or addresses/ Lessor shall notify Lessee and Lessee shall notify Lessor immediately, by written notice, of a change in name or address of the persons named below.

To Lessor: Jefferson County Public Schools
Attn: Director of Property Management
C.B. Young Jr. Service Center
3001 Crittenden Drive
Louisville, KY 40209-1119

To Lessee: Louisville Forward, Attn: Assistant Director
444 S. Fifth Street, Suite 600
Louisville, KY 40202

14. Authority. Lessor and Lessee, by execution of this Lease, do hereby warrant and represent to each other that they are duly organized and validly existing entities, are qualified to do business in the State of Kentucky, have full right, power, and authority to enter into this Lease, and that each person signing on behalf of Lessor and Lessee is authorized to do so.
15. Severability. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.
16. Entire Understanding. This Lease represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Lessor or Lessee.

LESSOR

Jefferson County Board of Education
DBA Jefferson County Public Schools

By: _____

Title: _____

Date: _____

LESSEE

Louisville/Jefferson County Metro Government

By: Ellen E. Nese

Title: Deputy Mayor

Date: 5/1/19

Have Seen and Approved as to Form and Legality:

Jefferson County Attorney's Office

By: John A. Wilmes

John A. Wilmes
Assistant County Attorney
531 Court Place, Suite 900
Louisville, KY 40202
(502) 574-3348

Jefferson County Public Schools

By: Kevin C. Brown

Kevin C. Brown
General Counsel
3332 Newburg Road
Louisville, KY 40218
(502) 485-3622