

OK AS TO FORM
A.M.H. 4.21.2022



KENTUCKY INTERNATIONAL CONVENTION CENTER
LEASE AGREEMENT 20817-01

THIS LEASE AGREEMENT ("Lease") is made this April 25, 2022 ("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 Jefferson County Public Schools whose address is Vanhoose Education Center, Office of Communications and Community Relations, Louisville, KY 40218, ("Lessee") (collectively referred to as "Parties").

WHEREAS, Board manages the Kentucky International Convention Center (KICC) (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 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, the right to use and occupy the Leased Premises (defined below) for the sole purpose of JCPS SHOWCASE OF SCHOOLS beginning 10/13/22 and ending 10/15/22 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 \$20,350.00, unless otherwise stipulated in the notes of Exhibit A, 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.** A deposit in the amount of \$0, payable to the **Board**, is due upon execution and return of this agreement by **Lessee**. (**Lease agreement will not be countersigned without said deposit**). Deposits shall be credited against rental amounts invoiced by the **Board** pursuant to this lease agreement. **All deposits are nonrefundable.**

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** Event Planning Guide, 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 Event Planning Guide is 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 Event Planning Guide. Failure to comply with or perform any of the terms or conditions contained in the Event Planning Guide 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. The **Lessee** shall submit a personnel deployment plan to the **Board** at least (30) days in advance of and as a condition the opening of the event. The plan shall specify the number and purpose of personnel that the **Lessee** intends to provide to ensure proper staffing at the event. Personnel required to properly staff the event may include but not limited to ticket sellers, ticket takers, security, police officers, event staff, ushers, first aid, and any other personnel shall be paid for by the **Lessee**. **Board** reserves the right and has final approval to require certain personnel, including staffing for security and police officers, to be included in the deployment plan.

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.

16.1 To the extent permitted by law, **Lessee** shall indemnify and hold the **Board** harmless of and from any and all claims for personal injury, death or property damage, any other losses, damages, charges or expenses, including attorneys' fees, witness fees, court costs and the reasonable value of any services rendered by any officer or employee of the **Board**, and any orders, judgments or decrees which may be entered, which arise or are alleged to have arisen out of, in connection with, or attributable to, the reckless act, fault, negligence, misconduct or unlawful act of **Lessee**, its agents, employees, servants, guests, patrons or other invitees, the use of **Lessee**, or any person with **Lessee's** permission, of the **Board**, its facilities or equipment or **Lessee's** activities under this Lease. This indemnification does not cover or indemnify the **Board** for its own negligence.

16.2 **Lessee** also assumes all costs and expenses arising from the use of patented, trademarked or copyrighted materials, equipment, devices, or processes used in its operations under this Lease; to the extent permitted by law, **Lessee** shall indemnify and hold harmless the **Board** from all damages, costs and expenses incurred with regard thereto.

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 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.** To the extent permitted by law, 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.

THIS AGREEMENT SHALL BE CONSIDERED NULL AND VOID UNLESS IT IS SIGNED BY LESSEE AND RETURNED WITH THE DEPOSIT (PER THE EXHIBIT A) TO THE BOARD NO LATER THAN 05/31/22 AND SUBSEQUENTLY EXECUTED BY THE PRESIDENT & CEO.

_____ INITIALS

34. **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
221 South Fourth Street

Louisville, KY 40202
Attn.: Sales & Marketing

TO LESSEE:

Jefferson County Public Schools
Vanhooose Education Center, Office of
Communications and Community Relations
Louisville, KY 40218

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

BOARD: KENTUCKY STATE FAIR BOARD

LESSEE: Jefferson County Public Schools

By: David S. Beck

By: _____

Signature: _____

Signature: _____

Title: President & CEO

Title: _____

Date: _____

Date: _____