

**LEXINGTON CENTER CORPORATION
RUPP ARENA LICENSE AGREEMENT**

License #7928

Date Issued: April 26, 2023.

SUMMARY OF BASIC TERMS

The following Basic Terms are incorporated into the License Agreement entered into by and between OVG Facilities, LLC, as agent for Lexington Center Corporation ("MANAGER") and ("LICENSEE").

LICENSEE: Fayette County Public Schools

LICENSEE'S ADDRESS: 450 Park Place Lexington, KY 40511

LICENSEE'S CONTACT: James McMillin

CONTACT PHONE: 859-381-4100

EVENT NAME: Fayette County High School Graduations

EVENT LICENSE FEE: Licensee will pay \$ 30,000.00 for this Event.

OTHER FEES: MANAGER May Require Payment of Deposits on the Ancillary Services Fee Prior to Licensee's Event.

CANCELLATION FEE: The cancellation fee payable pursuant to Section 8.1.

LICENSE DUE: **IN ORDER TO CONFIRM YOUR SPACE, LICENSE FEE AND DATES, BOTH COPIES OF THIS AGREEMENT MUST BE EXECUTED AND RETURNED BY MAY 22, 2023.**

INSURANCE DUE: Insurance Certificates are due prior to event date.

DEPOSIT: \$0

PAYMENTS DUE: All indebtedness must be paid in full upon conclusion of the event.

LICENSE PERIOD: May 24 – May 31, 2023.

LICENSED AREA: Rupp Arena
Load In May 24 8:00AM / equipment drop off

UTILIZATION SCHEDULE:

May 30	6:30AM	Client Access
	10:00 AM	Lafayette
	2:00 PM	Paul Laurence Dunbar
	6:00 PM	Tates Creek
May 31		
	8:00 AM	Client Access
	10:00 AM	Frederick Douglass
	2:00 PM	Bryan Station School
	6:00 PM	Henry Clay

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between OVG Facilities, LLC, a Delaware limited liability company, with offices located at Central Bank Center, as agent for Lexington Center Corporation ("MANAGER") and ("LICENSEE").

SECTION 1 GRANT OF LICENSE; LICENSE PERIODS

MANAGER hereby grants to LICENSEE the exclusive right to use certain areas within the Lexington Center Corporation and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Licensed Area(s)"). LICENSEE, its guest, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Area(s) during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Licensed Area(s). LICENSEE acknowledges that neither it, nor its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE may use the Common Areas for marketing, promotion, exhibition or any other use related to the activities occurring in the Licensed Area(s), except for registration or other similar administrative services, subject to reasonable conditions and restrictions placed on such use by MANAGER. The license includes:

- a) Heat, ventilation and air conditioning within normal comfort ranges, as may be provided by existing permanent systems during occupancy by patrons or guests. Ambient conditions are provided during set up and strike.
- b) Illumination of the leased area as afforded by permanent fixtures. "Work light" system is provided during set and strike.
- c) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas and restrooms as well as cleaning at the conclusion of the license period will be provided.
- d) Public address system as permanently installed including one (1) microphone (use of sound engineer, additional speakers, microphones (including wireless) and other audio visual equipment will be available as an Ancillary Service)
- e) Spectator seating in standard configurations within existing seating platform/chair inventory and fire regulations;
- f) Up to two thousand (2,000) square feet of single tier staging or platform(s) for production purposes. Additional staging requirements, within MANAGER's existing inventory, will be available as an Ancillary Service;
- g) Dressing rooms for Rupp Arena events for change areas for performers, players, officials and support staff;
- h) Admission and crowd control equipment subject to facility inventory;
- i) Fabric drape (black) approximately fifty-five (55) feet high for use as a stage backdrop and/or a thirty (30) foot high drape for use to obscure upper arena seating in Rupp Arena is available. Cost of installation and removal shall be an Ancillary Service;
- j) A single fork lift will be made available to assist in setup and strike activities. The cost of a trained operator required and approved by the MANAGER, will be available as an Ancillary Service.

- k) Two (2) follow spotlights are available for duration of the event. Additional spotlights within facility inventory shall be an Ancillary Service. The cost of a trained operator, approved by the CORPORATION, will be available as an Ancillary Service.
- l) Electrical service for production and staging purposes is provided via electrical disconnect terminals at strategic locations within the Licensed Area(s). Distribution of electrical service will be available as an Ancillary Service.

LICENSEE understands and agrees that this Agreement is a license for use of the specified Licensed Area(s) and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on LICENSEE any rights as a tenant under Kentucky landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE's right to occupy and use the Licensed Area(s), common areas and services may be terminated in accordance with the terms set forth in this Agreement.

In the event LICENSEE's use of the Licensed Area(s) commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. MANAGER may charge an additional license fee for such extended use.

SECTION 2 RUPP ARENA TICKETED EVENTS

2.1 MANAGER Ticketing Responsibility. Arrangements for the procurement and sale of tickets for Rupp Arena Events shall be provided by MANAGER or its designated representatives at such places as MANAGER deems appropriate. MANAGER shall have complete and sole responsibility for the oversight of the sale and collection of tickets. MANAGER shall provide the personnel and facilities necessary to conduct ticket sales, in advance by outlets, phone, internet order or "at the gate". MANAGER shall be responsible for ticket printing, electronic ticket outlet service charges and accounting for all ticket sale transactions. LICENSEE agrees to pay MANAGER for the above services at a rate of 0 versus 3% of gross ticket sales, less sales tax and bond fee, whichever is greater.

LICENSEE shall establish ticket prices. Additionally, a N/A per ticket facility fee shall be added to the final purchase price of each ticket as well as a convenience/processing fee which may exist under MANAGER'S ticketing service agreement for tickets purchased via the telephone, internet or at an outlet. Reconciliation of ticket sales transaction (Event Settlement) shall occur at or about intermission of the final performance of the Event or as soon thereafter as reasonably possible; however, it is agreed that all receipts from ticket sale transactions may be held in escrow by MANAGER until such time as MANAGER is satisfied that a completed Event, as advertised, has or will be presented. In addition, LICENSEE agrees that MANAGER may withhold a portion of the ticket receipts (i) in satisfaction of any amounts due MANAGER under the terms of this Agreement; (ii) to provide for payment for Ancillary Services provided by MANAGER; or (iii) for costs associated with the repair of any damage to the Licensed Area(s) or the Facilities resulting from the presentation of the Event or any other activities associated with the Event and caused by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE. Within thirty (30) days after the conclusion of the Event, MANAGER shall furnish LICENSEE a final itemized statement showing the application of such receipts withheld, and at that time, MANAGER shall pay to LICENSEE any monies remaining due LICENSEE following reconciliation of the ticket sales transactions. LICENSEE agrees to pay MANAGER promptly any amounts due MANAGER on such statement which were not withheld from the ticket receipts reconciliation.

Moreover, LICENSEE agrees to reimburse MANAGER three percent (3%) of gross ticket sales receipts wherein ticket purchasers utilized bank card accounts as the form of payment.

SECTION 3 SERVICES

3.1 Exclusive Services. The following services required by LICENSEE in connection with its Event and/or use of the Licensed Area(s) or the Facilities shall be provided exclusively by MANAGER or providers under contract with MANAGER ("Contract Providers"): Event Ticketing Service, Telecommunications/Data/Fiber/Internet;

Event Staffing (including, but not limited to; ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary); Concessions; Sales/Exhibit Booth(s) Decorator Services and Catering (except as approved by MANAGER in the back stage/support areas). LICENSEE shall pay Ancillary Services Fees for exclusive services provided by MANAGER.

3.2 Ancillary Services. MANAGER may provide other services, equipment, materials and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay Ancillary Services Fee for such additional services provided by MANAGER.

3.3 Sale of Novelties and Merchandise. For public events, the sale of novelties, souvenirs, programs and other merchandise that are specifically germane to the nature or purpose of the event, LICENSEE, or its designated supplier, may provide appropriate merchandise to be sold at the respective event. MANAGER or its designated representative will provide sellers for this merchandise and will retain N/A of the gross sales, less sales tax and other approved fees, as payment for services.

3.4 Approved Services. LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 9.5.

SECTION 4 LICENSE FEE, CHARGES FOR SERVICES; PAYMENT

4.1 License Fee. LICENSEE shall pay MANAGER the License Fee set forth in the Summary of Basic Terms.

4.2 Ancillary Services Fee. In addition to the License Fee, LICENSEE shall pay for ancillary services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. MANAGER may in its discretion require payment of deposits on the Ancillary Services Fee prior to LICENSEE's Event.

4.3 Payment. A deposit in the amount of \$0 is due and payable upon execution of this Agreement. Additional incremental deposits may be required based upon ticket revenue versus projected License Fee and Ancillary Service Fee expenses. All deposits are non-refundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 8.2. Any unpaid License Fee, Ancillary Services Fee or other amounts owed to MANAGER are due and payable upon presentation of an invoice to LICENSEE upon conclusion of the event. Invoices that remain unpaid after thirty (30) days shall accrue interest on the unpaid balance at the rate of one and one half percent (1.5%) per month.

SECTION 5 POLICIES, RULES AND REGULATIONS

LICENSEE agrees to comply with MANAGER's Policies, Rules and Regulations (collectively "PR&Rs", in existence as of the date of this Agreement, and attached as Exhibit 1, or as amended thereafter, all of which are incorporated herein and made a part hereof by this reference) governing the use of the Facilities and acknowledges receipt of a copy of the same. LICENSEE understands these PR & Rs may be amended prior to LICENSEE's Event and agrees to comply with any such amendments upon execution of this agreement. MANAGER will use reasonable efforts to provide written notice to LICENSEE of any such changes, but LICENSEE acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs.

LICENSEE acknowledges that Rupp Arena and its primary licensee/tenant, the University of Kentucky, are subject to the rules, bylaws and regulations of the National Collegiate Athletic Association ("NCAA") and that this Agreement is subject to those rules, bylaws and regulations of the NCAA as relating to the University of Kentucky athletic programs and facilities in which the University of Kentucky conducts/hosts intercollegiate competitions. LICENSEE shall abide by such rules, bylaws and regulations as may, from time to time, be adopted by the NCAA which affect Rupp Arena and activities conducted therein. (Insert as may be required for events which could be impacted by NCAA Regulations)

SECTION 6 INDEMNIFICATION; INSURANCE

6.1 Indemnification. LICENSEE shall indemnify, hold harmless and defend MANAGER, Lexington Center Corporation, Lexington Fayette Urban County Government and their parents, affiliates, subsidiaries, and their respective officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE.

6.2 Insurance. Notwithstanding the indemnification requirements of Section 6.1, LICENSEE shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. At a minimum, said insurance coverage shall be in effect from 12:01 a.m. on the first day of the License Period through the conclusion of event move out/strike on the last day of the License Period. In the event the License Period is extended, as provided in this Agreement, then the period of coverage shall be extended to cover the extended License Period. LICENSEE shall deliver certificates of insurance evidencing the following coverage and endorsements on or before the date set forth in the Summary of Basic Terms:

- (1) **Commercial General Liability Policy** with broad form coverage in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from LICENSEE's use or occupancy of the Facilities. Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as additional insureds, to MANAGER to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00);
- (2) **Automobile Liability Insurance** (broad form coverage) with limits of not less than ONE MILLION DOLLARS (\$ 1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of vehicles in connection with this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable;
- (3) **Worker's Compensation Insurance** as required by law.

All insurance policies provided by LICENSEE in satisfaction of this Section 6.2, other than Worker's Compensation insurance, shall include the following additional insured endorsement language:

OVG FACILITIES, LLC, LEXINGTON CENTER CORPORATION, LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AND THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED.

Should any of the above-described policies be cancelled before the expiration date thereof, LICENSEE will promptly provide written notice to the MANAGER, as soon as LICENSEE becomes aware of the cancellation. If directed by MANAGER, LICENSEE shall immediately obtain substitute insurance, acceptable to MANAGER in its sole discretion and evidenced by an appropriate certificate, within ten (10) days of the cancellation, but in no event later than the move-in date. Failure to comply with the insurance requirements herein shall be considered a material breach of this Agreement.

The parties agree and LICENSEE understands that the specified coverage or limits of insurance in no way limit the liability of the LICENSEE. LICENSEE shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Agreement.

SECTION 7 BREACH; RIGHT TO CURE; REMEDIES

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, MANAGER shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by MANAGER, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or MANAGER's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety, property damage or waste, MANAGER shall have the right, without further notice, to invoke any or all of the following remedies:

- (1) require additional security personnel for LICENSEE;
- (2) terminate this Agreement and revoke the License granted hereunder;
- (3) enter and take possession of the Licensed Area(s) and remove all persons and property, without instituting any legal proceedings;
- (4) withhold all payments made to MANAGER and apply the same to offset MANAGER's compensatory or liquidated damages; and
- (5) institute legal proceedings to recover damages.

SECTION 8 CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE

8.1 Cancellation; Liquidated Damages. If LICENSEE cancels its Event, its use of some portion of the Licensed Area(s), some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in Section 8.2, deposits paid shall be forfeited and applied to offset MANAGER's liquidated damages as provided herein.

The parties agree that the damages to MANAGER resulting from cancellation of the Event or any portion of the Licensed Area(s) or License Period(s), or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the parties agree that, in the event of cancellation or termination, LICENSEE shall pay to MANAGER Liquidated Damages in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event move-in date. LICENSEE agrees to pay the Liquidated Damages to MANAGER within thirty (30) days of notice of cancellation.

LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT

Event Move-in Date from Cancellation Date
Less than six (6) months

Amount of Liquidated Damages
100% of License Fee plus all documented direct out of pocket expenses.

LIQUIDATED DAMAGES PAYABLE UPON PARTIAL CANCELLATION (LICENSED AREA(S) AND/OR LICENSE PERIOD(S))

Event Move-in Date from Cancellation Date
Less than six (6) months

Amount of Liquidated Damages
100% of License Fee for the cancelled Licensed Area(s) or License Period plus all documented direct out of pocket expenses.

If MANAGER is able to obtain replacement business, LICENSEE shall be entitled to an offset in the amount of the replacement license fee, against the amount of liquidated damages, up to but not to exceed the License Fee. Replacement business means new events that are booked to use the cancelled space (or other space made available by the cancellation) and dates, or events already booked in the Facilities that expand to use the cancelled space and dates. Events that are already booked in the Facilities that move from their previously-licensed space into LICENSEE's cancelled space and dates shall not be considered replacement business.

8.2 Force Majeure. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical as a result of fire, flood, riot, earthquake, casualty, civil commotion, Act of God, government intervention or any law, ordinance, rule or regulation, which becomes effective after the date of this Agreement, provided and to the extent such occurrence is applicable to the MANAGER'S facilities and is beyond the reasonable control of the party whose performance is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in any fees payable or otherwise due under this Agreement and/or a refund of deposits paid.

SECTION 9 LICENSEE'S RIGHTS AND OBLIGATIONS

9.1 Inspection. LICENSEE shall have the right to inspect the Facilities and the Licensed Area(s) prior to executing this Agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Area(s) and to determine damage, if any, resulting from LICENSEE's activities. MANAGER warrants that the Facilities and Licensed Area(s) will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

9.2 Licensed Area(s) "as is". LICENSEE agrees to accept the Licensed Area(s) "as is" without any obligation for the MANAGER to alter or make changes in its physical facilities.

9.3 Compliance with Laws. Each party shall promptly comply and cause its agents, servants, employees, exhibitors, contractors, patrons, guests, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of Licensee to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

9.4 Licenses and Permits. LICENSEE shall obtain any licenses and permits required by federal, state, county or city laws and shall permit inspection by appropriate agencies or departments.

9.5 Service Contractors. Upon request and prior to the beginning of License Period, LICENSEE shall submit to MANAGER a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). MANAGER may require its approval of certain Service Contractors prior to services being rendered.

9.6 Non-discrimination. LICENSEE acknowledges and understands that MANAGER has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Area(s), neither LICENSEE nor its employees, agents, contractors, patrons, guests, exhibitors, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE, shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of Federal, State or local laws.

9.7 Defacement of Facility; Damage to Equipment. LICENSEE shall pay the actual cost to replace, repair and/or restore, in MANAGER's discretion, any part of the Facilities or MANAGER's equipment (ordinary wear and tear excepted) that was defaced or damaged by LICENSEE, its employees, agents, servants, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE. Payment shall be made within thirty (30) days of written demand by MANAGER.

9.8 Payment of Taxes. LICENSEE acknowledges and understands that it shall collect, where required by law, and pay and deliver to the proper governmental authority, any and all license and permit fees and taxes assessed in connection with the LICENSEE's use of the Licensed Area(s).

SECTION 10 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY; CAPACITY AND EXITS

10.1 Control of Facilities. In using the Licensed Area(s) hereinbefore mentioned, the MANAGER does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the Facilities. The Facilities, including the Licensed Area(s) which is subject to this Agreement, shall at all times be under the charge and control of the MANAGER.

10.2 MANAGER's Right of Entry. The Facilities, including the Licensed Area(s), shall at all times be under the charge and control of the MANAGER, whose duly authorized representatives shall have the right to enter the Licensed Area(s) at any time, provided such entry does not interfere with LICENSEE's use.

10.3 Ejection of Disorderly Person. MANAGER shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such ejection.

10.4 Staffing Levels. MANAGER shall be the provider of all event staffing including, but not limited to, ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary ("Event Staffing"). MANAGER shall have the sole right to determine the level of all event staffing required for LICENSEE's Event.

10.5 Common Areas. LICENSEE acknowledges that in addition to the uses of the Licensed Area(s), as stated in Summary of Basic Terms, MANAGER and various parts thereof and areas therein may or will be used for installation, holding or presentation, and removal of activities, events, and engagements other than the Event, as stated in the Licensed Area of this Agreement, and that in order for the facility to operate as efficiently as practicable, it may or will be necessary to coordinate the use or availability of services and facilities of MANAGER, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas requiring scheduling or sharing. LICENSEE agrees that MANAGER shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and LICENSEE agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall LICENSEE enter or use any area or facility of MANAGER other than those stated in the Licensed Area of this Agreement without first obtaining MANAGER's consent and approval.

10.6 Capacity and Exits. The parties agree that seating capacity shall be determined by MANAGER in its sole discretion. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or exitway shall be locked, blocked or bolted while the facility is in use by LICENSEE. All designated exits shall be maintained in such a manner as to be visible at all times.

SECTION 11 GENERAL PROVISIONS

11.1 No Collection of Money, Etc. LICENSEE shall not collect, or cause or permit the collection of money or goods, whether for political, charitable or other causes on the premises without the prior written consent of MANAGER.

11.2 Concessions and Catering Exclusivity. The sale or service of food, beverage, concessions or catering (except as approved by MANAGER in the back stage/support areas) are exclusively reserved to MANAGER or its designated contractor during the License Period. Neither LICENSEE nor its agent(s) shall give away or sell any food or beverage in the Licensed Area(s) or Facilities during the License Period.

11.3 Facilities Name. All notices, announcements, advertisements or invitations shall refer to the location of the Event as **Rupp Arena at Central Bank Center**.

11.4 No Hazardous Substances. LICENSEE agrees not to bring into or near the Facilities any materials, substances, equipment or other object which is likely to endanger the life of, cause bodily injury to, or be hazardous to the health of any person on the premises.

11.5 LICENSEE Risk of Loss. LICENSEE agrees that all of its property and equipment and the property and equipment of any of its Service Contractors brought in or near the Facilities of MANAGER shall be at the risk of LICENSEE and MANAGER shall not be liable to LICENSEE or others for any loss or damage to any such property.

11.6 Abandoned Equipment and Lost or Misplaced Articles. Any equipment or personal property belonging to LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE which remains in or near the Facilities or the Licensed Area(s) after the License Period, shall be deemed abandoned and may be disposed of by MANAGER at LICENSEE's sole expense. MANAGER shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

11.7 Applicable Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with Kentucky law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the Fayette Circuit Court. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the Commonwealth of Kentucky which constitutes sufficient minimum contacts with MANAGER to permit the Courts of Kentucky to assert jurisdiction over LICENSEE in any action.

11.8 Attorneys Fees. The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys fees in addition to any other remedy.

11.9 Delivery of Notices. All notices shall be in writing and shall be deemed to have been given upon personal delivery or the next day following deposit of same in any United States mail post office box, with first class postage pre-paid and addressed as follows:

To MANAGER: OVG Facilities, LLC
430 West Vine Street
Lexington, KY 40507
Attn: General Manager

With copies to:

James McMillin
Chief of High Schools
Fayette County Schools
450 Park Place
Lexington, KY 40511

To LICENSEE: At the address set forth in the Summary of Basic Terms.

11.10 Partial Invalidity. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

11.11 Assignment; Subletting Licensed Area(s). LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Area(s) or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Area(s) in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without MANAGER's prior written consent, shall constitute a material breach of this Agreement.

11.12 Americans with Disabilities Act (ADA). MANAGER acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and restroom accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for those who are visually impaired, mobility impaired, and the deaf and hard of hearing.

11.13 Copyrights, Recording and Broadcast Rights. Should LICENSEE present or allow the presentation of any composition work or other material covered by copyright, LICENSEE shall be solely responsible for the payment of all royalties due and LICENSEE agrees to indemnify and hold MANAGER harmless for any loss, damages, or expenses, including reasonable attorney fees, incurred resulting from any claim of infringement of such copyright(s).

11.14 Right to Quiet Enjoyment. MANAGER warrants that the Licensed Area(s) shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, MANAGER shall use its best efforts to mitigate any disruption. In no event, however, will MANAGER be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. MANAGER's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Area(s) because of the interference or disturbance.

11.15 Survival. The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be formed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

11.16 Amendments to Agreement. This Agreement may not be amended or modified except in writing signed by the parties; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and MANAGER agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

11.17 Counterparts; Facsimile or Scanned Signatures. This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

11.18 Effective Date of Agreement. The effective date of this Agreement shall be the date it is executed by the MANAGER.

Demetrus Liggins
Superintendent
Fayette County Schools

Brian Sipe
OVG FACILITIES, LLC, as agent for Lexington
Center Corporation

By: _____

By: _____

Name: _____


Title: _____

Date: _____

Date: _____


4/27/23

Oak View Group # 7928


4-27-23

**POLICIES, RULES AND REGULATIONS
EXHIBIT 1**

In order to assist our users, the following list of Policies, Rules & Regulations is provided to answer the most frequent inquiries regarding CORPORATION's policies;

GENERAL INFORMATION:

1. CORPORATION is a non-smoking facility. In accordance with Section 14.97 of the Municipal Code of the LFUCG, the Lexington Center Corporation is a smoke-free facility. Additionally, CORPORATION prohibits the use of E-cigarettes inside its facilities. With approval of the CORPORATION in writing, an area may be designated as a smoking area for private events.
2. The use or distribution of helium filled balloons is prohibited without prior written consent by LCC management.
3. The hanging of signs/banners from any location inside the seating area or concourses must be approved in advance.
4. Pets are prohibited with the exception of those used as service animals as approved by ADA Guidelines.

FOOD AND BEVERAGE:

The sale, service or distribution of food or beverage products shall be conducted or provided by the CORPORATION or its designated representative.

FIRE AND SAFETY REGULATIONS:

1. This facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions in the Act. Licensor also reserves the right to restrict or prohibit possession of other weapons such as knives and other dangerous weapons.
2. All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs must remain illuminated and fully visible.
3. Designated fire lanes must remain clear at all times.
4. Rigging plans must be submitted for review and approval 21 days in advance of the first move in day of the event. Rigging of all equipment must be performed by Lexington Center staff or approved representative.
5. The State of Kentucky requires an Application for Pyrotechnics be filed with the local authority. All documentation must be submitted not later than 15 working days prior to the event. For a copy of the application form, please contact the Lexington Fayette Urban County Government Fire Prevention Bureau at 859-231-5668 or www.LexingtonKy.gov.
6. LICENSEE agrees to make all production elements, decorations and construction materials non-combustible or flame retardant according to the National Fire Protection Association Code and any applicable local Fire Department Regulations (documentation is required). This includes, but is not limited to, organic decorations such as mulch, hay bales, etc. Treatment must occur prior to delivery to the arena. The Rupp Arena staff and the Lexington Fayette Urban County Government (LFUCG) Fire Prevention

Bureau reserve the right to perform a flame test on any production piece to verify flame retardant properties (applicable fees will be charged to LICENSEE). The Rupp Arena staff and/or the LFUCG Fire Prevention Bureau can disallow any production element that is not flame retardant or contains materials that could be considered unsafe.

7. Electrical devices must be installed, operated and maintained in accordance with manufacturer's intended use and applicable codes.
8. The use, display or storage of flammable liquids, including liquid propane gas, is prohibited except as provided by local and state fire regulations.
9. Grey water must be discharged only into marked sanitary sewer lines or portable holding tanks provided by LICENSEE.

10. Internal combustion equipment and motor vehicles may be displayed under the following conditions:

Fuel supply limited to that necessary for installation and removal of equipment.

Fuel tanks must have pressure released by removing the fuel cap after vehicle has reached its display position after which the fuel cap must be locked or sealed.

Electrical power supply must be disconnected.

Ignition keys must removed and will be retained at the Lexington Center Security Headquarters.

Any use of motorized vehicles in Lexington Center / Rupp Arena is subject to prior approval of Management. Use of motorized vehicles during public occupancy of facility is prohibited.

Spray on rubber/vinyl protectant is not allowed on any surface which may come in contact with a finished floor surface. Protectant mats must be placed under the tires on all display vehicles.