

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

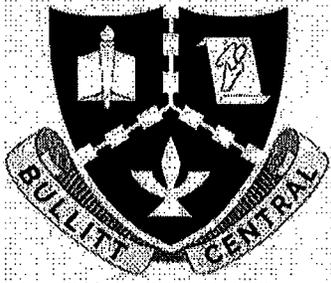
TO: Dr. Jesse Bacon, Superintendent *JB*
FROM: Dr. Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*
RE: Bullitt Central High School Prom
DATE: January 22, 2024

Please see the attached contract between Bullitt Central High School and Kentucky Performing Arts for their Junior/Senior Prom on Friday, April 26, 2024.

Please approve this contract at the February Board Meeting.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



BULLITT CENTRAL HIGH SCHOOL

JOE PAT LEE, PRINCIPAL
CHRISTY BURDEN, ASSISTANT PRINCIPAL
ABBY BAYLOR, ASSISTANT PRINCIPAL
KYLE ROACH, ASSISTANT PRINCIPAL

To: Jesse Bacon, Superintendent
From: Joe Pat Lee, Principal
Date: January 23, 2024
Re: Board Approval for Paristown Hall for BCHS Prom

Bullitt Central would like to hold their annual Junior/Senior Prom at Paristown Hall on Friday, April 26, 2024 from 7:00-11:00 pm.

Sincerely,

Joe Pat Lee
Principal
Bullitt Central High School



The Kentucky Center for the Performing Arts Corporation
Event Summary Page - Attachment 1

Licensee Agreement and Contact Information
 Organization/Individual Name: Bullitt County High School
 Address: 1330 KY-44
 Primary Contact: Nicole Klein
 License Term: 5/1/23 - 15 business days post event
 Issuance Date: 5/1/2023
 Event Name: Prom 2024

Signatory: Nicole Klein
 City, State, Zip Code: Shepherdsville, KY 40165
 Phone: 502-869-6000
 Email: nicole.klein@bullitt.kyschools.us
 Licensee Status: Non-Profit
 Event ID: 8/2/2008

Is primary contact authorized to make decisions on behalf of signatory? Yes
 Is primary contact also the Marketing contact? This information will be given out if we receive media inquiries. Yes, Primary Contact

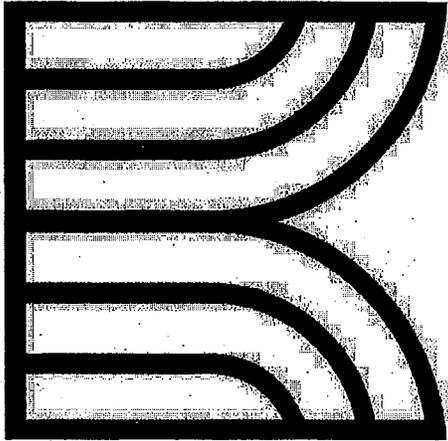
Facilities in Agreement Marked Below:	Capacity
Robert S. Whitney Hall	Main Lobby
Moritz Von Bomhard Theater	Todd Hall
Martin Experimental Theater	North Lobby
Brown Theatre	Mary Anderson Room
Old Forester's Paristown Hall	Conference Room
Frazier Lobby	Scene at the Center
Brown Theatre Rehearsal Hall	Paristown - Christy's Garden
Other	

Added seating, if applicable No
 Facilities Located within Premises Marked:
 501 W Main Street
 315 W Broadway
 724 Brent Street x

Event Description
 Prom 2024

Date	Description	Venue	Time	Comments
Friday, April 26, 2024	Crew Arrivals to Set Stage & Light	OFFH	4:00pm	
Friday, April 26, 2024	DJ Arrives	OFFH	5:00pm	
Friday, April 26, 2024	Prom	OFFH	8:00-11:00pm	
Friday, April 26, 2024	Strike	OFFH	11:00pm	

Fee Description	Item	Units	Unit Price	Subtotal	Due Date/Notes
Rental Fee					5/1/2023
Friday, 4/26/24	Old Forester's Paristown Hall Non Performance Rental Fee	1	\$	2,000.00	
	Non-Profit Discount (15%)			(300.00)	
	Sales Tax Not Applicable				
	Total Rent:			\$ 1,700.00	



KENTUCKY PERFORMING ARTS

Use License Agreement

By and Between

**THE KENTUCKY CENTER FOR THE ARTS CORPORATION dba KENTUCKY
PERFORMING ARTS**

and

Bullitt County High School

LICENSE AGREEMENT

This LICENSE AGREEMENT ("**Agreement**") dated 5/1/2023, by and between THE KENTUCKY CENTER FOR THE ARTS CORPORATION, dba KENTUCKY PERFORMING ARTS, 501 West Main Street, Louisville, Kentucky 40202-2919 ("**Operator**"), and Bullitt County High School ("**Licensee**"), 1330 KY-44, Shepherdsville, KY 40165 is for the Licensee's limited, temporary, and revocable license for the use of spaces, venues, and/or rooms ("**Facilities**") as detailed in License Agreement Event Summary Page ("**Event Summary Page**") included as Attachment 1, the terms of which are incorporated herein by this reference. Operator and Licensee ("**Parties**") agree that the Facilities described are located at the address defined in the Event Summary Page and the whole of each address, including without limitation all improved portions of the real estate, constitutes the Premises ("**Premises**"). Licensee acknowledges that Operator manages multiple Premises, including but not limited to The Brown Theatre located at 315 W Broadway, Louisville, KY 40202-2105, The Kentucky Center building at 501 W Main Street, Louisville, KY 40202-2919, and Old Forester's Paristown Hall ("**Paristown Hall**") located at 724 Brent Street, Louisville KY, 40204. The Premises covered in this Agreement are indicated in the Event Summary Page. The Facilities and Premises, subject to the terms and conditions of this Agreement, are being licensed for the exclusive purpose of the activities defined in the Event Summary Page. Such activities shall be defined as the ("**Engagement**").

In consideration of the foregoing and of mutual covenants set forth below, the parties, intending to be legally bound, hereby agree:

1 - Fees and Payment Schedule

1.1 Licensee hereby agrees to the Fees and Payment Schedule as defined in the Event Summary Page. These amounts are estimated totals and are subject to change. Licensee hereby acknowledges and agrees that it will be responsible for the payment of all costs and fees attributable to it pursuant to this Agreement, notwithstanding that such costs and fees may be more or less than the estimates described in the Event Summary Page.

1.1.1 Operator recognizes the difficulty securing staff on prime event days. For that reason, the Operator has designated the following days as Premium Pay Dates:

- Easter Sunday
- Oaks Day
- Derby
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

Premium Pay Dates are subject to a rental fee of one and a half times the standard rate; full time and part time labor will be paid double time. Operator reserves the exclusive right to designate these days.

1.2 For licensing and use of the Facility (and as applicable, the Premises), Licensee shall pay the amounts detailed in the Event Summary Page which represent Rental Fees, Estimated Production Labor, Equipment, Ticketing Services, House staffing fees, Custodial, Security and any other costs incurred for the Engagement. Examples of these costs include overnight accommodations and meals for staff in the event Licensee makes the decision to proceed with a performance or engagement when the risk of inclement weather or other conditions/emergencies is present. Licensee shall be responsible for any amounts in excess of the estimated costs described in the Fee and Payment Schedule. Operator will notify Licensee of additional charges verbally, to be followed with a written confirmation within a reasonable amount of time. All additional costs shall be paid to Operator by Licensee and shall be due at time of Settlement unless otherwise stated in such notification.

1.2.1 For Engagements occurring in the Brown Theatre and Old Forester's Paristown Hall:

Licensee's Event Manager, as indicated in the Event Summary Page, will contact Licensee roughly thirty (30) days prior to the Engagement start date to confirm load in time and location. Operator will staff accordingly. Licensee may communicate any changes in load in time or location to Operator up to ten (10) days before the Engagement start date without penalty. Any cancellation or change in load in time less than ten (10) days prior to the Engagement may be subject to labor charges.

- 1.3 Rental Fees are non-refundable.
- 1.4 Operator shall offset the amount of any costs and expenses incurred by the Operator for any services provided for or on behalf of the Licensee, or other amounts owed to the Operator pursuant to this Agreement, or any other agreements between Parties, against the portion of any proceeds from the sale of tickets for the Engagement, without notice to Licensee.
- 1.5 Licensee must pay for all days within an Engagement. For purposes of this Agreement, the term "Performance" shall mean any event [1] which has external attendees (excluding cast and Performance/production personnel) in attendance, or [2] to which tickets are sold. External Attendees ("External Attendees") are persons who are present on the Premises but are not employed, contracted, or volunteer for either party. All other activities within the Engagement, including but not limited to rehearsals, meetings, weddings, etc., shall be staffed at the discretion of the Operator and with costs paid by the Licensee.

2 – Use and Condition of Facility

- 2.1 Operator grants to Licensee the right to temporarily use and occupy the specified Facility or Facilities and the Premises as indicated in the Event Summary Page, for the Engagement set forth in the Event Summary Page on the conditions set forth in this Agreement, solely for the purpose of holding the Engagement. The license term shall be from execution of this Agreement through the conclusion of Settlement ("**License Term**"). The License Term may be extended at Operator's sole discretion after receipt of written request for such extension from Licensee. Any extensions or variations of the License Term, Engagement, or activities therein shall be at the sole cost and expense of Licensee and subject to availability of space and staffing.
- 2.2 Operator retains the right to issue licenses for separate Facilities within the Premises during the Engagement and License Term for concurrent events to take place. Licensee may pay for a complete Premises buy-out if all Facilities are available. Operator retains the right to issue licenses for Christy's Garden during a Licensee Engagement inside Old Forester's Paristown Hall. Operator reserves the right to issue licenses for Old Forester's Paristown Hall during a Licensee Engagement in Christy's Garden. Licensee may pay for a complete Premises buy-out if all Facilities are available.
- 2.3 All set-up and breakdown shall occur only within the Engagement. Licensee will communicate all rental items load in, set up, and load out schedules to their appropriate Event Manager.
 - 2.3.1 Old Forester's Paristown Hall is a standing room only venue. Rental items, from an approved list of vendors by the Operator only, may be rented from company and brought in for an Engagement. It is the responsibility of Licensee to rent items and coordinate load in and load out within the same day as the Engagement, unless prior or following days have been rented by Licensee for load in or load out purposes. Licensee may request Operator to handle rental and coordination of items, and order will be marked up 20%.
- 2.4 Lobbies, sidewalks, entries, passages, vestibules, halls, elevators, stairways, and other ways of access to the building and all Facility entrances and exits are under the sole and exclusive control of the Operator unless otherwise agreed upon by Parties or outlined in in the Agreement. These are public spaces and will be utilized in common with the Operator and other licensees. Licensee shall not obstruct, or use said spaces for rehearsal, display of merchandise, posters, etc. or any other activities without the Operator's prior written approval. Operator reserves the right to use these spaces for the sale of Tickets and concessions. Operator reserves the right to sell tickets in licensed spaces during the Engagement.
- 2.5 Licensee shall not permit anything to be done that might interfere with the effectiveness or accessibility of any utilities, heating, ventilating, or air conditioning systems, plumbing systems, or elevators, or portions thereof, in or serving the Premises.
- 2.6 The Facilities (and to the extent applicable, the Premises) shall be surrendered in the same condition as existed immediately preceding the Licensee's occupancy, normal wear and tear excepted. Any damages to the Facility and/or the Premises and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by Operator.

At Licensee's sole cost and expense, all Licensee's property and equipment shall be removed by the Licensee by the end of the Engagement. Licensee is responsible for the removal of property and equipment of third parties

engaged by the Licensee. Operator assumes no responsibility for any property placed or left on Premises, whether by Licensee, an employee or patron of Licensee or any other person at any time.

- 2.7 Licensee shall not damage, nor mar, nor in any manner deface the Premises or Operator's property and shall not cause or permit anything to be done whereby the Premises or Operator's property shall be in any manner damaged, marred, or defaced, nor shall Licensee drive or permit to be driven, any nails, hooks, tacks, screws, tape, adhesive, glue, staples, or fasteners of any kind in any part of the Premises or Operator's property, nor shall Licensee make, or allow to be made, any alterations of any kind therein. Licensee shall not cause or permit to be done any painting or construction work on, in or around the Premises. Minor touch-up work may be done with Operator's prior written approval.
- 2.8 Licensee shall not in any part of or location on the Premises commit any nuisance or disturbance, or knowingly do or permit to be done anything which might result in the creation or commission of a nuisance or disturbance.
- 2.9 Licensee shall not produce or cause to be produced, or cause to emanate from the Premises, any unusual, noxious, toxic or objectionable smokes, gases, vapors, or odors. Licensee shall not use or permit to be used any flash powder, explosives, lasers, or other potentially hazardous devices, scenery properties, or costumes, unless in compliance with all applicable fire and safety regulations. Open flames are not permitted in lobby and reception areas or for any use outside of the following: Engagements utilizing open flame, torches, or other "live" fire or electrical current for their stage productions are required by law to have explicit permission from the State Fire Marshal or appropriate enforcement or regulatory agency. Licensee shall assume full responsibility for obtaining said clearances and present Operator with appropriate documentation within a reasonable time before any productions utilizing such open flames or other "live" fires. It is against fire regulations to impede the function of a fire curtain and therefore no items are permitted to block its path. The Licensee agrees and confirms it will follow fire safety guidelines including rules prohibiting or restricting various types of items including, but not limited to, table linens, cooking utensils, banners, and other décor. Licensee maintains that table linens and banners brought onto the Premises by the Licensee or by any Vendors are in compliance with the requirements of NFPA Standards 101 and 701.
- 2.10 Licensee may neither solicit nor take up a collection of any kind, including without limitation monetary collections, on the Premises without Operator's prior written consent.
- 2.11 The following items are prohibited on the Premises:
- Candles (Battery operated are permitted);
 - Helium balloons;
 - Fog machines; (without prior approval from the Operator)
 - Cooking instruments, such as hotplates;
 - Flammable or volatile materials or materials under high pressure, including but not limited to, liquid or gas fuel in tanks attached to machinery, equipment, or automobiles; flash paper is allowed with proper pyrotechnics permit
 - Water (not withstanding the purpose of onstage effects, such as rain);
 - Glassware of any kind inside any theater area (Glassware is permitted in lobby and reception spaces);
 - Animals (exceptions exist for service and performance animals, the details of which must be coordinated by Licensee with Operator's staff in advance of the Engagement);
 - Loose glitter and confetti (not withstanding approved cleaning fee); and,
 - Popcorn (inside theater spaces).

Operator reserves the right to add or remove items from this prohibited list at any time in its sole discretion.

- 2.12 The Premises is smoke-free, including electronic cigarettes, with the exception of a designated outdoor patio at Paristown.
- 2.13 Licensee hereby acknowledges and agrees that Operator has no responsibility to provide parking for Licensee or Licensee's employees, guests, invitees, or agents. Operator shall at no time be responsible for the cost of parking for Licensee or Licensee's employees, guests, invitees, or agents. The decision whether to charge and the amount charged in an adjacent and/or nearby parking lots is at the sole discretion of the parking lot operator. Clients may request a parking lot buy-out.
- 2.14 The Kentucky Center, Old Forester's Paristown Hall and the Brown Theatre are weapons-free KPA Venues. For every Engagement at The Kentucky Center, Old Forester's Paristown Hall or the Brown Theatre, patrons will be

subject to weapons screening as they enter through metal detectors. Artists, Crew Members, and Licensee Employees may also be subject to security checks as they enter. In compliance with state and local law, Operator will offer public safety inspections to events when required by the event and or performance, or when there is an anticipated need. Operator will determine the need for a public safety inspection and what type of inspection will be performed at the event. The public safety inspection will be utilized via Magnetometers to ensure that banned and illegal items are not allowed through any of the entry doors. Licensee acknowledges the Premises are subject to Kentucky laws allowing the open and concealed carry of firearms.

2.15 Licensee acknowledges that Operator exists for the purpose of stimulating the Jefferson County hotel industry and promoting tourism through (a) the presentation of Kentucky and Louisville-area and nationally and internationally prominent arts activities which will attract regional audiences; (b) regional and national promotion of events occurring within the Commonwealth, along with ancillary services and activities; (c) the development, in conjunction with local hotels and the arts and entertainment industry, of tourist packages including performance and group plans; (d) the active solicitation of arts related conferences and conventions; (e) the active participation with local hotels and convention bureaus in attracting non-arts related conferences and conventions, with the center serving as an important amenity; (f) the development of a Kentucky folklore program which will attract participants and an audience from throughout the state; (g) the contribution to cultural diversity and the attractiveness of Louisville and Jefferson County as a year-round tourist and entertainment attraction. (KRS 153.400) Consistent with this purpose, Operator manages The Kentucky Center, The Brown Theatre, and Old Forester's Paristown Hall buildings and may, from time to time, own and/or operate other venues for the performing arts. The operation of these venues requires Operator to determine which potential users of its facilities will, and will not, best advance its purpose. Operator applies the following guidelines for making such determinations:

A. Public Safety. Operator does not accommodate uses intended to, or in Operator's judgment reasonably likely to, induce violence or other threats of imminent harm to person or property;

B. Obscenity. Operator does not accommodate uses incorporating obscene content. For purposes of these guidelines, obscene content is content which (i) to the average person, applying contemporary community standards, taken as a whole, predominantly appeals to the prurient interest in sexual conduct, (ii) depicts or describes the sexual conduct in a patently offensive way, and (iii) taken as a whole, lacks serious literary, artistic, political or scientific value. (KRS 531.010 (3)).

Operator weighs the extent to which such uses comport with its mission and generally concludes that any stimulation resulting from such uses would be outweighed by the potential unfavorable impact such uses of its facilities may have upon its reputation as a center for local, national and international performing arts.

2.16 KPA has a closure time of 12 a.m. All public and private events must end by 12 a.m., with exit to follow. For events taking place on New Year's Eve, end time to be approved by Operator.

3 – Insurance and Indemnification

3.1 At all times during the Engagement, Licensee shall, at its sole cost and expense, maintain insurance coverage confirmed by an insurance policy certificate and exclusion page(s) in such reasonable amounts, and in such reasonable form, as may be approved by Operator, naming The Kentucky Center for the Arts Corporation as an additional named insured. Such insurance policy shall contain combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage and not less than Two Million Dollars (\$2,000,000) umbrella or excess liability per occurrence and in the aggregate. Licensee shall deliver a copy of each policy to Operator not less than fourteen (14) days prior to the first day of Licensee's Engagement. Licensee's insurance policy shall be primary for the License Term.

At all times during the Engagement, Licensee shall, at its sole cost and expense, maintain Workers Compensation in satisfaction of Kentucky Law with Employers Liability Limits of \$1M/\$1M/\$1M. Licensee's agents, independent contractors, or any participants in the Engagement who would not be covered by Licensee's worker's compensation policy shall be covered under Licensee's general liability insurance policy as outlined above.

At all times during the Engagement, Licensee shall, at its sole cost and expense, maintain Commercial Auto Liability of no less than \$1,000,000 per occurrence. This requirement is waived if Licensee or any of its agents,

employees, board members, attorneys or assigns do not own or operate a vehicle on the Premises outside of the parking garage.

- 3.2 Licensee shall maintain additional insurance, in amounts and forms reasonably satisfactory to Operator, for property it brings on Premises, including, but not limited to, art, equipment, musical instruments, and jewelry.
- 3.3 To the extent allowed by Kentucky law, Licensee shall indemnify and hold harmless Operator, and any of Operator's agents, employees, board members, attorneys and assigns, from and against any claims, causes of action, suits, judgments, losses, damages, or expenses (including reasonable attorney fees and court costs) arising out of or occasioned by, or in any way connected with the Licensee's use of the Premises pursuant to this Agreement. This indemnity provision shall survive the expiration of this Agreement.
- 3.4 Licensee may purchase a Tenant Licensee Liability Insurance Policy ("TULIP") through Operator for a fee. TULIP fees are pre-paid by Operator and invoiced following the Engagement. Should an Engagement be cancelled, and TULIP has already been purchased by Operator, Licensee will still be liable for remitting TULIP fees. A 20% processing fee will apply for all Engagements.
- 3.5 Licensee shall indemnify and hold harmless Operator, and any of Operator's agents, employees, board members, attorneys and assigns, from and against any claims, causes of action, suits, judgments, losses, damages, or expenses (including reasonable attorney fees and court costs) arising out of or occasioned by, or in any way connected with, any claim that Licensee's use or possession of any material or goods or part thereof, or any performance of any production at the Premises, infringes or misappropriates the patent, copyright, trademark, trade name, trade secret or other intellectual property right of any third party. This indemnity provision shall survive the expiration of this Agreement.
- 3.6 Licensee shall not do or permit to be done any act or thing in the Premises which might invalidate any insurance policies required under the Agreement, or carried by Operator, covering the Premises. Licensee shall immediately halt any act or thing of which, as deemed by Operator, might constitute an unsafe condition.
- 3.7 Licensee hereby acknowledges and agrees that subject to the terms and conditions of this Agreement, Licensee hereby accepts the Facilities and the Premises, as applicable, in as-is, where-is condition. Licensee hereby acknowledges and agrees that the Facilities are satisfactory to Licensee in all respects. In addition, Licensee hereby acknowledges and agrees that in no event shall Operator be liable in damages or abatement of any fees or expenses payable under this Agreement for any change, interruption, or failure in the supply of utilities, including without limitation internet and/or Website services, or if either the quantity or character of such utilities supplied is changed by the public utility provider or is no longer available or suitable for Licensee's requirements ("**Utility Outage**"). Operator is not required to provide notice of any kind to Licensee for any Utility Outage under any circumstance and/or for any reason, including but not limited to accidental, designed, and/or premeditated changes.

4 - Accounting Procedures

- 4.1. Final accounting and costs ("**Settlement**") will be determined within fifteen (15) Business Days following the end of the Engagement. Engagement ticket receipts cannot be used by Licensee as an advance against Settlement. Operator shall distribute any remaining receipts to Licensee within fifteen (15) Business Days of Settlement via wire or a check mailed to the Licensee as listed in the Event Summary Page. Under no circumstance shall monies be paid out from Operator to Licensee via cash. Operator will not make a payment to a third party unless it is arranged prior to execution of this agreement. Payment to Licensee is subject to offset rights or any other reasonable withholding or delay. If ticket receipts are not sufficient to cover expenses, Licensee will be invoiced, with balance due within thirty (30) days upon delivery of invoice. Licensee hereby acknowledges and agrees that any such invoices will be sent via email, and accordingly, Licensee hereby acknowledges and agrees that it shall at all times provide Operator with a current email address to which such invoice shall be sent. A late fee of 1.5% of the balance due will be assessed per month after the initial thirty (30) days.

Licensee may request a Settlement for the final night of the Engagement, ("**Night-of Settlement**"). In the case of a Night of Settlement, the License Term shall be extended to fifteen (15) days after the conclusion of Settlement.

- 4.2 Operator reserves the right to modify or add any fees or rates referenced in the Agreement and any attachments or addendums herein upon notice to the Licensee.
- 4.3 Operator shall collect ticket receipts derived from Ticket Sales processed by the Box Office and Website.

- 4.4 A business day ("**Business Day**") is a day that falls on a Monday through a Friday, from 9am to 5pm local time, and excludes weekends and public holidays.
- 4.5 **Kentucky Sales Tax** – Operator will collect 6% sales tax on all paid rent, Ticket Sales, Facility Fees, Order Fees, and other applicable amounts to Engagements at Old Forester's Paristown Hall ("**Sales Tax**"). Operator will collect Sales Tax on rent and similarly applicable items at The Kentucky Center and the Brown Theatre. Sales Tax on rent and similarly applicable items shall be collected from and paid by Licensee. Sales Tax on Ticket Sales, Facility Fees, and Order Fees will be collected from and paid by individuals and organizations purchasing said tickets. Operator will remit all Sales Tax it collects to the Commonwealth of Kentucky. Operator shall not collect Sales Tax on Consignment Tickets and Social Tickets as outlined in Sections 5.10 and 5.10.1 respectively.
- 4.5.1 Licensee must provide a purchase exemption certificate bearing its name to receive any sales tax exemption. Licensee may not receive tax exemption by providing a purchase exemption certificate for another entity.

5-Ticketing

- 5.1 **Ticketing Overview** – Operator reserves the exclusive right, as Licensee's agent, to sell all tickets to the Engagement and/or Performances made available to the public, via any and all means and methods, including but not limited to sales made through the Kentucky Center box office located at 501 W Main Street, Louisville, KY 40202-2919 ("**KC Box Office**"), the Brown Theatre box office located at 315 W Broadway, Louisville, KY 40202-2105 ("**Brown Box Office**"), and the Old Forester's Paristown Hall box office located at 724 Brent Street, Louisville KY, 40204 ("**Paristown Hall Box Office**"), collectively known as the ("**Box Office**"), and Kentucky Performing Arts website ("**Website**"), subject to the terms and conditions set forth herein ("**Ticket Sales**"). Ticket Sales shall be construed to include any distribution and/or the intent to distribute, whether or not for consideration, by any means or method, including, but not limited to, zero value tickets, registrations, reservations, donations, contributions, and any form of payment for entry involving the Engagement and/or Performance in any way including, but not limited to, the Performance(s), meet and greets, VIP experiences, galas, preshow activities, post show activities, and any ancillary events regardless of name or label.

Licensee understands that Operator and Impresario L.L.C. have entered into a Software License Agreement dated as of August 10, 2004 whereby Operator has a license to use a copy of Impresario's proprietary computer software program known as Tessitura ("**Tessitura**") for sales at The Kentucky Center and Brown Theatre.

Licensee understands that Operator and Ticketmaster have entered into an Agreement for sales at Old Forester's Paristown Hall.

Operator reserves the right to withhold from sale for any Performance such number of tickets as may be required for safety or convenience of patrons. Ticket Sales are subject to certain restrictions such as designated accessible seating. All accessible seating is subject to the terms of the Americans with Disabilities Act ("**ADA**") of 1990 as amended in 2008 and 2010, subsequent amendments and any other applicable federal, state or local law or ordinance. Operator shall have exclusive control over the Ticket Sales for seats designated as accessible seating. Additional details on sales of accessible seating can be found in Article 8 of this Agreement.

Licensee agrees and acknowledges that Operator does not guarantee that any minimum or fixed number tickets will be sold by Operator for any Performance.

Operator will begin ticketing setup once this Agreement has been fully executed and any and all deposits have been paid by Licensee.

5.1.1. Old Forester's Paristown Hall is a General Admission venue. All Engagements will be built as General Admission unless otherwise arranged with the Box Office.

- 5.2 **Publication** – Licensee shall publicize the charge-by-phone number of Operator (502-584-7777) and Operator's Website address (www.kentuckyperformingarts.org) as the exclusive sources for Tickets Sales in all marketing and promotional materials that involve Ticket Sales in any way. Licensees with engagements at Paristown may publicize Ticketmaster.com.

Licensee will use the ticket path and typographical treatment in all advertisements to identify Operator and respective theater, which will be furnished by Operator.

Licensee agrees to properly display the name(s) of Operator's Facilities in all advertisements as listed on the Event Summary Page.

Operator will not make public Licensee's direct contact information without permission from Licensee. Operator can make public Licensee's organization website on Operator's website as a source of information only. Operator will not advertise any ticket service other than its own.

5.3 Licensee Fees –

- **Setup Fee** Licensee shall pay Operator a Box Office fee in the amount of \$200 per existing reserved seating Performance and \$50 per general admission Performance. Custom Reserved seating maps must be approved by Operator to ensure seating capacities not exceeded. Licensee shall pay a fee of \$1,000 for Custom Reserved seating maps through Ticketmaster.
- **Facility Fee** Operator shall impose facility fees in the amount detailed on the Event Summary Page per ticket for each paid Ticket Sale for Performances made through Tessitura ("**Facility Fee**"). The Facility Fee will be added into the ticket price(s), the sum of which will be the public ticket price(s) as advertised and/or displayed by Operator.
- **Ticket Issuance Fee** Licensee shall pay Operator a ticket issuance fee in the amount of \$0.30 per ticket for each ticket issued through Tessitura ("**Issuance Fee**").
- **Credit Card Fee** Licensee shall pay Operator the amount detailed on the Event Summary Page in respect of each Ticket Sale paid for by credit card. Credit card fees apply to all Ticket Sale amounts not including Facility Fee, Order Fee, and Sales Tax. Credit card fees will be paid by Licensee and cannot be charged, assessed, passed on, etc. to ticket purchasers in any way, with the exception of Paristown.
- **Chargebacks and Returned Checks** Licensee shall accept and be solely responsible for payment of all credit card chargebacks and returned checks for any reason and all fees attendant thereon, notwithstanding that a check may be returned or a credit card charged back after the License Term and/or the final settlement for the Engagement. Operator reserves the right to refuse payment by check for any potential Ticket Sale to the Performance(s).

5.4 Order Fees – Operator may collect additional fees from Ticket Sales on tickets or other items purchased from Operator. Any such additional fees shall be the sole property of Operator. As of the date of this Agreement, Operator shall apply and collect a 17% fee, based on final order total not including Sales Tax when applicable, to all Ticket Sales ("**Order Fee**") for all Engagements at The Kentucky Center and Brown Theatre. Operator shall apply and collect a 20% fee, based on final order total not including Sales Tax when applicable, to all Ticket Sales for Paristown. The order fee on day of show at the door at PARISTOWN changes to \$2.50 per ticket on paid tickets under \$51 and \$5.00 per ticket on paid tickets \$51+ ("**Order Fee**") for all Engagements.

5.5 Setup Information – Licensee shall provide Operator with all necessary ticketing information for each Performance, including without limitation:

- Price scaling
- Ticket prices
- Discounts including promo codes, dates valid, and conditions
- Seat holds including artist, sponsor, company seats
- Ticket text
 - Date, price, venue will automatically be included
- Performance synopsis
- Image(s) for the Website
 - Licensee is responsible for securing the rights for any image(s) provided by the Operator
- Age appropriateness
- Running time
- Accessible services
 - Operator will provide accessible seating and assistive listening accommodations
- Ancillary event details including Meet and Greets, VIP experiences, etc. if applicable
- Email recipients to receive daily ticket counts and sales,

and such other information as is necessary for the proper sale of tickets by Operator (collectively, the "**Setup Information**"). Licensee shall provide the Setup Information to Operator not less than five (5) Business Days prior to the initial sale date for tickets for the Performance or Performances. Prices submitted for the Setup Information

by Licensee shall not include the Facility Fee. Operator will not add any lifts, promoter bumps, or any other such amount regardless of name or reason on top of the ticket price through any method of sale and/or distribution. Licensee further agrees to provide written approval of the Setup Information prior to the sale of any tickets.

Operator shall not be responsible for any claim, damage, loss, injury, expense, or cause of action resulting from any incompleteness of or inaccuracy contained in the Setup Information. Additional fees may be assessed for any setup that does not utilize a preexisting seating configuration within Tessitura or Ticketmaster. Licensee is responsible for confirming the accuracy of all Setup Information during the License Term via reports provided by Operator at Licensee's request.

Licensee agrees to provide Operator with copies of all coupons, vouchers, certificates, etc. that are issued for Ticket Sales five (5) Business Days in advance of their effective date.

- 5.6 Infant/Child Tickets – All patrons must have a ticket to enter Operator's venues. Operator will charge Licensee's standard rate for infants and children unless otherwise instructed by Licensee at the time of the ticket set up outlined in Article 5.5.
- 5.7 House Seats – Operator will hold back from inventory without charge tickets for each Performance or ticketed event during the Engagement ("**House Seats**"). Usage of House seats is at the sole discretion of Operator. Number and locations of seats will be listed on the Event Summary Page. Operator reserves the right in its sole discretion to select different seating locations for the House Seats for the Performance(s).
- 5.8 Operator Tickets (Old Forester's Paristown Hall) – Operator will retain forty (40) complimentary tickets within an Engagement to be used at the sole discretion of the Operator. These tickets are for entry to the reserved section of the Balcony on House Right.
- 5.9 Complimentary Tickets – Licensee may request complimentary tickets in an amount up to and not exceeding the equivalent of 20% of venue capacity. All complimentary tickets will be subject to Operator's Ticket Issuance Fee. Depending on the number of complimentary tickets requested, Licensee may be required to sign a Complimentary Ticket Addendum provided by Operator before the complimentary ticket allotment can be received by Licensee. Upon approval from Operator, Licensee may request additional complimentary tickets.
- 5.10 Box Office Hours – As of the date hereof, the KC Box Office ticket counter is not open during non-show hours. Telephone ticket sales business hours are 10:00 a.m. to 6:00 p.m. Monday through Saturday and 1:00 pm-6:00 pm. Sunday ("**Standard Hours**"). Operator reserves the right to change the Standard Hours in its sole discretion. Drive Thru service open Mon-Fri 11am-6pm.

The KC Box Office will automatically adjust its hours to the following schedule for the Licensee's Performance ("**Show Hours**"):

- Tickets for Performances may be charged by phone to the Box Office phone number until at least the advertised curtain time.
- Tickets for Performances may be purchased in person at the Box Office ticket counter starting one hour prior to curtain until at least thirty (30) minutes following the advertised curtain time.
- Tickets for Performances may be purchased via the Website the advertised curtain time.

The Brown Box Office and Paristown Hall Box Office do not follow Standard Hours and will only be open Show Hours.

Licensee may request additional Box Office hours at the rate of \$75 per hour if Licensee needs the Box Office to remain open beyond Standard Hours and/or Show Hours. Extended Box Office hours will be granted or denied at Operator's sole discretion. Requests for extended Box Office hours must be received in writing not less than two (2) weeks prior to the date of the Performance for which such extended hours are requested. Requests made less than two (2) weeks prior to the date of the Performance will not be considered.

Operator reserves the right to close the Box Office on nationally observed holidays including, but not limited to, Thanksgiving and Christmas, if Licensee does not have an event taking place on that date.

- 5.11 Consignment Ticket Sales (Optional) – Licensee may request Operator to print tickets with sale value with the intent that Licensee receive and sell these tickets, and Licensee understands that these tickets are not to be advertised for public sale, including but not limited to phone and online methods ("**Consignment Tickets**"). Licensee may sell Consignment tickets in-person to patrons. With prior approval from Operator, Licensee may advertise Consignment

Tickets by direct mail or direct email to a targeted demographic. Consignment Ticket requests may not exceed 10% of the sellable inventory for the Performance. Operator reserves the right to deny Consignment Ticket requests. Upon receipt of approved Consignment Ticket allotment, Licensee must sign and agree to all terms of Consignment Ticket Addendum. Consignment Tickets are subject to Licensee Fees just as with any sold ticket.

Monies received by Licensee for Consignment Ticket sales must be solely handled by and received to Licensee. Once Licensee has received the Consignment Tickets from Operator, Operator will not accept the return of monies and/or tickets from the result of a Consignment allotment for any reason, including but not limited to sales reporting, returning tickets in Tessitura for selling by Operator, and/or offsetting Engagement expenses. Licensee is responsible for remitting Sales Tax on all monies collected through the sale of Consignment tickets for applicable venue Ticket Sales.

Licensee will be charged Licensee Fees on all Consignment Tickets in the allotment received by Licensee regardless of the amount of Consignment Tickets sold by Licensee.

Should any of Licensee's patrons, through the sale of Consignment Tickets, require accessibility services or information regarding accessibility services, Licensee will immediately call a Box Office supervisor at (502) 566-5106 at time of sale to accommodate patrons' needs. If Licensee receives an accessibility request outside of Standard Hours, Licensee will immediately call 502-562-0100, ext. 906 and leave a voicemail outlining the accessible need and provide Licensee's phone number to be called during Standard Hours. Accessibility Services include but not may be limited to accommodation for any patron with a mobility disability, and/or patrons identifying themselves as having an accessible need.

5.11.1 Social Tickets (Optional) – Licensee may request Operator to sell tickets through discounting websites such as Groupon and Living Social at a value less than or equal to 90% of standard ticket price(s), respective to each standard price if there is more than one ticket price, for the Performance ("**Social Tickets**"). Licensee cannot offer more than 10% of the sellable inventory for the Performance for all combined offers not including Consignment Tickets. Licensee is required to serve as the merchant and contact to any outside entity for Social Tickets. Operator must be included in prior proofing of any website page planning to offer Social Tickets before the page is available for public viewing, and Operator must have full edit rights on all content contained within. No offer cannot be made available to the public without the prior, written approval by Operator. Social Ticket offers must end at least two (2) business days prior to Performance date. Licensee must provide the list of purchasing patrons, including full names, number of tickets purchased, and sale amount, to Operator at least two (2) business days prior to Performance date, and Operator will put physical tickets in will call for each patron on the Performance date(s).

Tickets are subject to Licensee Fees just as with any sold ticket. Licensee is responsible for remitting Sales Tax on all monies collected through the sale of Social tickets for applicable venue Ticket Sales, and/or responsible for ensuring Sales Tax remittance by/through utilized discounting websites.

Operator reserves the right to deny Social Ticket requests.

5.11.2 Further Accessibility Guidelines – Licensee acknowledges that failure to adhere to Consignment Tickets and/or Social Tickets policies may result in its violation of the ADA.

5.12. Authorized Agents – Except for Consignment Tickets and Social Tickets, Licensee may not resell or distribute tickets sold for any Performance occurring or on the Premises for any commercial purpose, nor may Licensee authorize the sale or distribution of tickets by any unauthorized agent. Tickets purchased from an unauthorized source will be treated as invalid and voided by Operator.

Licensee agrees to recognize that scalping a ticket is illegal in the Commonwealth of Kentucky and will advertise and encourage patrons to purchase tickets from an authorized ticket agent only:

List of Authorized Agents

The Kentucky Center Box Office and drive thru window
Brown Theatre Box Office
Old Forester's Paristown Hall Box Office
The Kentucky Performing Arts website www.kentuckyperformingarts.org
Ticketmaster

- 5.13 **Revocation** – Tickets are a revocable license, subject to termination with denial of admission at Operator's discretion, upon refund of the purchase price and subject to revocation with denial of admission or removal from the Premises, without compensation, should the holder act in a disorderly manner or violate Operator's policies. If for any reason whatsoever Operator did not receive payment of or has refunded the price of a ticket, the ticket may be revoked without any notice and without refund of any amounts the holder may have paid to other parties.
- 5.14 **Audit** – At any time during the Agreement, Operator may, at its own expense and upon reasonable notice, audit the Ticket Sales made by Licensee and by others (including, without limitation, the promoter, sponsor, or agent for Engagement) to assure Licensee's compliance with the terms of this Agreement.

6 – Staffing, Production and House Management

- 6.1 The staffing of the entire Premises, including all personnel deemed necessary by Operator for the proper operation of the Premises related to the Licensee's use of the Facility, while this Agreement is in force, shall be obtained, managed and controlled exclusively by Operator. All fees and costs associated with said staffing shall be paid by Licensee. Estimated details on costs for staffing are included in the Event Summary Page. Licensee shall also pay for any additional police, security and/or fire protection deemed necessary by the Operator during the Engagement. Staffing estimates are produced using Operator's standard procedures. Additional staffing may be necessitated by extraordinary circumstances, in satisfaction of a particular requirement of an artist or client, or a change in the scope or circumstances of the event as it was described in the initial estimating process. Operator shall designate a production liaison (the "**Technical Director**") to act as liaison between Licensee, Operator and/or any production company, and all costs thereof not specifically reserved to Operator are to be paid by Licensee. Operator shall designate a liaison to coordinate front of house details prior to the Engagement as well as an on-site liaison (the "**Event Manager**") to be present at Performances and/or other events during the Engagement.
- 6.2 Operator reserves for itself, its officers, employees, and agents engaged in the operation and maintenance of the Facility and Premises the right in their sole discretion to enter upon and have free unrestricted access to the Facility and Premises at all times.
- 6.3 Licensee shall not permit anyone except qualified personnel to operate audio, stage or lighting equipment. Operator retains the right to restrict or deny access to any personnel whom it reasonably considers to be unqualified, or to pose a risk to the safe and efficient operation of the Premises.
- 6.3.1 For rentals in the MeX Theater, a permanent repertory plot is in place. Fixtures may be moved on their designated pipe only and will be refocused by Technical Director following each Engagement.
- 6.4 Licensee will provide Operator with Licensee's requirements for equipment, electrical, staffing or labor, complete line roster (for stage use), and any special or unusual production requirements at least thirty (30) days prior to Licensee's Engagement. Prohibited items are listed in Article 2.12 of this Agreement. Operator will, no later than fifteen (15) days thereafter, submit to Licensee the Operator's requirements for restoration of the Facility by Licensee following each use. Licensee shall be responsible for labor costs incurred for any alterations from original condition of Facilities as delivered to Licensee (e.g., rigging, scenery, masking, pipes) to accommodate Licensee's subsequent use thereof, and for restoring such Facilities to the original condition required by Operator. Operator and Licensee will use their reasonable efforts to minimize such costs and, to that end, Operator and each affected Licensee will distribute to each other the necessary information in a timely fashion. Production submission deadlines shall be adjusted if date is booked less than thirty (30) days prior to the Engagement.
- 6.5 Meal allowances are paid to in-house production staff at the rate of \$11.00 (Eleven Dollars) per meal after eleven hours worked and will be charged to Licensee.
- 6.6 The Licensee's use of the loading area is exclusively for loading equipment in and out of the Premises. Vehicles are not to be parked at the loading area except for the express purpose of loading or unloading equipment. Loading and unloading must be scheduled through the Operator's Technical Director. Vehicles that have not been approved by Operator to be in the loading area may be towed.
- 6.7 Licensee may schedule a tour or walk through meeting with Operator staff prior to the License Term or Engagement. Such meetings will be used to ensure more accurate coordination of Licensee's Engagement. Scheduling of the Premises for said meetings is based on availability of Facilities and Operator staff. Licensee may not enter non-public areas of the Premises outside of the Engagement without staff accompaniment.

6.8 Licensee will provide Operator with room layout needs at least two (2) weeks prior to the start of the Engagement. Layouts submitted less than two (2) weeks prior to the start of the Engagement may incur additional charges for set-up. Layouts submitted less than forty-eight (48) hours prior to the start of the Engagement are not guaranteed. Any layouts that require rentals will be subject to vendor availability and additional costs to the Licensee. Should the Licensee fail to provide layout needs, Operator's staff will create a layout based on similar Engagements, but Operator assumes no responsibility for whether such layout meets Licensee's needs for its Engagement. Licensee shall pay for all costs associated with layout set up and furniture reset.

Layouts submitted less than seven (7) days prior to the start of the Engagement will incur \$100 per day late fee. Layouts previously approved and changed less than seven (7) days prior to the start of the Engagement will incur a minimum of \$100 late fee. Total fee will be determined by timing and complexity of requested change.

6.8.1 For rentals in the MeX Theater, three (3) layout options are available at no additional cost to the Licensee: open, thrust, and corner. Additional layouts are available upon request and will result in additional charges. Final determination will be confirmed by Operator's Event Manager. Licensee is responsible for selecting among the available options on a per Engagement basis.

6.9 Programs to be distributed at Performances must be delivered to Patron Services Office no later than three (3) hours prior to the scheduled curtain time. Inserts in such programs shall be limited to cast/program changes and must be delivered to the Patron Service Office no later than three (3) hours prior to scheduled curtain time.

6.10 For events in Whitney Hall, Bomhard Theater, Brown Theatre, Old Forester's Paristown Hall, and the Mex Theater, Operator will play a short recording for patrons inside the Facility related to evacuation procedures.

6.11 The theater doors will open to the public thirty (30) minutes before the scheduled starting time of any Performance, unless stage conditions make a delay necessary. Any desired change in this policy must be approved by the House Manager. Theater doors at Old Forester's Paristown Hall will open to the public one (1) hour before the scheduled starting time of any Performance.

6.12 Intermissions, if any, shall be fifteen (15) to twenty (20) minutes in duration unless such time period is impractical for production reasons. Any change in this duration must be approved in advance of intermission by the House Manager.

6.13 Operator will allow a reasonable time for patrons to leave at the end of an event. If necessary, Licensee will assist Operator in vacating patrons and guests from the building. Licensee shall be responsible for additional costs if Engagement is extended to accommodate vacating patrons.

6.14 Licensee shall abide by the provisions of Operator's security and evacuation plans, including keeping certain exterior doors locked and limiting secured-areas access to essential personnel. Operator reserves the right to limit access to certain areas of the Premises entirely or to only those members of Licensee's staff, its director, officers, agents, employees, or independent contractors who are properly identified. Operator may designate an appropriate system of identification.

6.15 Operator reserves the right to limit the number of persons who may come upon the Premises during any event during the Engagement, and to eject any person whose demeanor, conduct, or appearance is disruptive, inappropriate, or otherwise objectionable. Licensee may permit guests backstage only through Operator approved entryways.

6.16 Operator reserves the sole right to sell and control the distribution of food, alcohol, and non-alcoholic beverages. Kentucky Performing Arts has contracted with Levy Restaurants to operate and manage, on an exclusive basis, the entire food and beverage service operations for KPA Venues. As the holder of the on-premise liquor license through the Kentucky Department of Alcoholic Beverage Control (ABC), Levy Restaurants is the sole provider of all alcoholic beverage distribution for all KPA Venues. Catering exclusivity includes but is not limited to, all catering and beverage operations throughout all spaces of The Kentucky Center for the Performing Arts, Brown Theatre, and Old Forester's Paristown Hall, with the exception of backstage artist hospitality, donor sponsorship accommodations (Operator shall collect 15% commission on catering directly from any approved third-party caterers), events in Christy's Garden, and limited/select engagements mutually agreed upon by both KPA and Levy Restaurants. Catering buy-outs may apply. In compliance with Kentucky liquor laws, only Levy Restaurants personnel are authorized to order or serve alcohol. Licensee shall notify their Event Manager if they wish to provide catered food for patrons, guests, or employees. Food and non-alcoholic beverage services must be approved by Operator and should not interfere with Operator's concessions.

- 6.17 Operator reserves the right to approve and audit all merchandise activities on the Premises. Licensee may display, sell, and manage merchandise activities per Operator's approval and in accordance with Operator's policies and procedures. Licensee will remit a commission fee on all merchandise sales to Operator on the final day of the Engagement, as detailed in the Event Summary Page. Third parties wishing to perform merchandise activities at Licensee's event must complete a Merchandise Addendum with Operator. Licensee may not sell or provide food, liquor, or tobacco products of any kind. Licensee may not install vending machines of any kind. Third parties may be subject to different commission rates than what is designated for Licensee's direct sale. Operator reserves the right to limit or restrict the sale of items, the display or sale of which would reasonably be expected to violate any policy of Operator, or the letter or spirit of the Agreement. Licensee or approved third-parties selling merchandise must adhere to Payment Card Industry Data Security Standards (PCI-DSS).

7 – Copyright, Broadcast, and Marketing

- 7.1 In lieu of an origination fee, Licensee shall use Operator's names and/or marks when recording or livestreaming an event taking place on the Premises, such as saying the event, "was recorded live at The Kentucky Center", "The Brown Theatre", "Old Forester's Paristown Hall", or similar language. Licensee hereby acknowledges that Operator may rescind this or any approval to use its names and/or marks upon notice to Licensee, and Licensee shall immediately cease all use of such names and/or marks.
- Any and all broadcast fees imposed for all IATSE employees working the taping or livestreaming for any commercial broadcasts or any recording for later release will be paid by Licensee. All work prior and after the day of taping will be paid at the applicable hourly rate. Educational television, public radio, and TV news shall be exempt from the broadcast fee provision.
- 7.2 Operator reserves the right to take photographs or videos of Licensee's Engagement for the purposes of Operator's records and promotional activities. Should Licensee produce its own photographs or videos, it will make a reasonable effort to share them with Operator for this purpose and grant permission for their use.
- 7.3 Licensee shall research and pay all required Royalty fees such as ASCAP, BMI, SESAC and script license fees for each performance at the Premises during the Engagement. Licensee must provide the Operator with ASCAP, BMI and SESAC license numbers upon request.
- 7.4 Licensee is solely responsible for marketing of the Engagement. Various marketing services may be arranged for a fee through Operator's Marketing Department. Licensee must complete a Marketing Services Addendum with Operator should the Parties choose to engage such services, which may require a separate deposit. Some services, such as pixel tracking, need to be negotiated at time of contract execution due to time constraints.
- 7.5 Operator reserves the exclusive right to approve or deny any and all programs, signage, decorations or other literature distributed within or posted on the Premises. Licensee will provide copies or mock-ups of items at least forty-eight (48) hours before the start of the Engagement. Operator reserves the right to display third party marketing or displays within the lobbies of the Premises. Operator reserves the right to approve materials, photos, and videos to be published, whether in print or on the internet, in advance of their publishing.
- 7.6 Licensee shall not distribute materials on the Premises without prior written approval from Operator.
- 7.7 Neither party to this Agreement shall use the logo, graphics, or identification of the other party without the other party's prior written consent, subject to any conditions the other party may reasonably impose.
- 7.8 Licensee shall notify Operator at the time of execution of this Agreement as to any material content that could be interpreted to include offensive language, adult subject matter, nudity, or matters of a controversial nature. Licensee shall include a warning that material content that may be offensive to Patrons in all media for performances of the above-described nature.
- 7.9 Licensee acknowledges that Operator maintains sponsor, donor, and other relationships that may impact its ability to pursue its own sponsor, donor, and other opportunities relating to its use of Operator's spaces. Operator's relationships shall be primary.

8 – Accessibility and Non-Discrimination

- 8.1 With the execution of this Agreement, Licensee hereby attests to full and continuing compliance with Title VII of the Civil Rights Act of 1964, Title I, Title II, and Title III of the Americans with Disabilities Act of 1990 as amended in 2008 and 2010, and Section 504 and 508 of the Rehabilitation Act, and subsequent amendments ("ADA"). Licensee understands and affirms that Operator does not discriminate in any of its programs, facilities or services, without limitation, on the basis of race, color, religion, national origin, sex, sexual orientation, physical/mental disability, or any other status protected at law. Licensee further agrees that, so long as this Agreement remains in force and effect, and at any time during the Engagement or preparing for the Engagement, or is otherwise doing business in, on, or near the Premises, it will observe and follow Operator's non-discrimination policy. Licensee also affirms that it maintains a non-discrimination policy in all its activities. In addition, Licensee agrees to the full and continuing compliance with Operator policies and local or state laws of Accessibility or other patron services which may be above and beyond the legal requirements of these laws.
- 8.2 Theater Seats – Operator's theaters were constructed or retrofitted with accessible seat locations designated. The seats in these locations can be removed to accommodate patrons using wheelchairs or other mobility devices (the "**Accessible Locations**"). The policy for the sale of these seats is as follows:
- The number of Accessible Locations in a section (section is defined by pricing areas) are determined by the total number of seats for sale in each section. All Accessible Locations and their adjacent companion seat will be held for purchase exclusively by patrons with mobility disabilities. Accessible Locations will only be released at the discretion of the Operator, in compliance with the ADA.
 - If an Accessible Location is available one day prior to a Performance, the space may be pre-pulled for any unexpected patron needing an Accessible Location. This pull will be at the discretion of the Operator's accessibility compliance staff (the Director of Patron, Client, and Artist Experience).
 - Operator reserves the right to adjust pricing in Accessible Locations at any time based on factors such as price scaling and open inventory.
 - Operator, in compliance with the ADA, provides sale of Accessible Locations through all points of purchase including Kentucky Performing Arts' website (www.kentuckyperformingarts.org).
 - Old Forester's Paristown Hall will have designated areas for individuals with mobility disabilities located at either side of the stage and on the front row of the balcony.
- 8.3 Sign Interpretation, Audio Description, and Caption Theater Services – Licensee is responsible for providing Sign Interpretation (ASL), Audio Description (AD), and Caption Theater (OC). Kentucky Performing Arts Access Services staff will coordinate all services; including contracting third parties if necessary. Licensee is responsible for all fees and charges related to providing services, including providing complimentary tickets if necessary for the purpose of providing services. All services may be pre-scheduled at the time of booking. If services are not pre-scheduled, Licensee remains responsible for providing services on request from patrons. ASL requires contracting a third party. AD and OC are typically provided in-house; however, some events require a third party to perform these services. If requests are made less than two weeks prior to a Performance, Operator and Licensee will make reasonable efforts to provide services.
- Licensee will include the logo for pre-scheduled services in all media publicizing the Performance and when services will take place. Licensee will make every effort to add the logo in media publicizing where possible if a service is added after ticketing setup.
 - Licensee may determine seats/areas that are available for the ASL interpreters with Operator's final approval. Operator's final approval is contingent on the possible impact on other members of the audience and the quality of service necessary for the patrons utilizing it. OC seats are predetermined based on the location of the OC equipment. AD does not require holds and is available from every seat.
 - For multi-Performance Engagements, it is preferred to provide services for a Performance late in the run. This allows the service provider time to attend earlier Performances in the run, to study, to type the script (OC), and to prepare. ASL and AD service providers will need a copy of the script at least two weeks prior to the opening. OC providers will need a copy of the script at least four weeks prior to the opening.
 - For single-Performance Engagements, scripts, lyrics, and/or tapes (even rehearsal quality) of previous Performances are requested at least two weeks prior to the Performance. If no scripts are available, Licensee will cooperate with service providers to prepare them as much as possible. For ASL, it is necessary to know if

the Performance is primarily spoken, or sung, or a combination of the two, as the interpreters qualified to handle these two functions are different. For OC, single-Performance Engagements require Live Captioning and Operator will contract with a third party to provide services.

- When ASL and OC are pre-scheduled, designated seats will be held until two weeks prior to Performance. If no reservations for ASL have been made, the service will be canceled, and the seats will be released for sale. If no reservations for OC have been made, half of the seats will be released for sale. When the reservation deadline falls on a weekend, the seats will be released the following Business Day by Access Services staff. All services scheduled for AD and OC will be take place regardless of reservations.

8.4 Additional Services – Operator provides additional services at no cost to the Licensee.

- **Service Animals** – Patrons with disabilities who are accompanied by a service animal may be seated in any available theater seat. The patron will be advised that their animal may be more comfortable in seats that allow more leg room (for example, box seats, or aisle seats), but no seat will be denied to them. Advance notice of service animals is not necessary, but it is requested of patrons. In standing room only venues, patrons with service animals will be accommodated in any reserved accessible seating area with advanced notice and every effort will be made to provide seating in this area without advance notice if space allows. All Operator staff and volunteers are trained to deal appropriately with service animals, being sensitive to the needs of patrons with disabilities and making accommodations as necessary for their visit to the Premises. In compliance with the ADA, Operator allows only dogs and miniature horses on the Premises to serve as service animals.
- **Sensory Friendly** – Patrons with sensory sensitivities have many Sensory Friendly (SF) options. Patrons may request to be placed in designated quiet rooms if available. Operator has items, such as chairs and fidgets, available to assist with various needs. Licensee may work with Kentucky Performing Arts Access Services staff if interested in providing more robust SF accommodations which include, but are not limited to, changing show lighting, reducing seating capacity, allowing for movement in the aisles, and more.
- **Other** – Assistive Listening (AL) Devices are available for all Facilities within the Premises. Large Print programs are created for most Performances. Licensee will provide a copy of the program one week prior to the start of the Engagement to allow for reformatting. Other formats, such as Braille, can be arranged if requested by patron in enough time to complete printing, at Licensee's sole cost and expense.

9 – Termination, Cancellations and Force Majeure

- 9.1 Neither of the Parties shall be held liable for damages or fees for postponement or cancellation of an entire Engagement or part of an Engagement if such postponement or cancellation is due to the destruction of any part of the Licensed Facilities or any KPA Venue, including the failure of power, communication, water or other utility service, earth movement, whether natural or man-made; movement of water, above or below ground surface or is the result of weather emergencies, (including any snow closing of the Jefferson County Public Schools or other affected school districts or school systems during the hours of any scheduled Educational Performance), labor disputes (except as outlined in Section 12.4), war or warlike action, terrorism, epidemic interruption, pandemic interruption**, riot, civil commotion, governmental order, or any other cause or act of "force majeure," provided any such act was not within the reasonable control of that party.

In the event of inclement weather or other causes beyond the reasonable control of Licensee occur within twenty-four (24) hours of the call time for a Performance or Engagement, Licensee may notify Operator of cancellation by contacting Operator's Security Department at 502-566-5128. Operator will be responsible for communicating the cancellation information throughout its organization, including to all of Operator's employees. Licensee is responsible for notifying ticket holders, and Operator may in its discretion assist in facilitating the communication. If Licensee gives notice of cancellation less than six (6) hours prior to the call time for all Operator's employees, then Licensee shall be liable for the costs of all Operator's employees costs related to the cancellation. Should Licensee decide to proceed with a performance or engagement when the risk of inclement weather or other conditions is present, additional charges may be incurred as outlined in section 1.2.

9.1.1 KPA adopted a COVID-19 Operations Policy in Fall 2021. All employees, board members, contract workers, volunteers, visitors, resident company members, community partners, entertainers/artists, touring company members, and patrons are required to follow the procedures detailed in this policy, unless a reasonable accommodation is approved. Individuals not in compliance with this policy in its entirety will not be allowed to gain access or remain on-site at a Kentucky Performing Arts venue. Kentucky Performing Arts venues include: The Kentucky Center for the Performing Arts, the Brown Theatre, Old Forester's Paristown Hall, and any remote

location where KPA business is being conducted. The procedures detailed in this policy will go into effect on October 1, 2021. KPA will regularly monitor and evaluate this policy based on community/public health data and government guidance.

- 9.2 Licensee Cancellation More Than Sixty (60) Days – Licensee may cancel entire Engagement or part of an Engagement by written notice to Operator delivered more than sixty (60) days prior to the start date of the Engagement. Licensee will be responsible for Rental Fees and the cost or fees of any services provided prior to the cancellation, including but not limited to fees relating to Ticketing, additional Credit Card Fees, and Marketing services, as well as any costs for which Operator is obligated to pay regardless of Licensee's cancellation. Any remaining deposits paid by Licensee will be returned.
- 9.3 Licensee Cancellation Sixty (60) Days or Less – Licensee may cancel entire Engagement or part of an Engagement by written notice to Operator delivered less than sixty (60) days prior to the start date of the Engagement. Licensee will be responsible for Rental Fees and the cost or fees of any services provided by Operator prior to the cancellation, including but not limited to fees relating to Ticketing, additional Credit Card Fees, and Marketing services, as well as any costs for which Operator is obligated to pay regardless of Licensee's cancellation. In addition, Licensee will be responsible for a cancellation fee equal to 10% of the total estimate at the time of cancellation. Any remaining deposits paid by Licensee will be returned.
- 9.4 If Licensee is in violation or breach of this Agreement at any time, Operator may either, in its discretion, cancel the Engagement or issue a notification. Violations include, but are not limited to, selling tickets via non-approved means or acting on Operator's behalf without its consent. If a violation is not remedied within two (2) Business Days to Operator's satisfaction, Operator may, in its discretion, cancel an Engagement. If the Engagement is less than two (2) Business Days from issuance of the notification, Licensee must remedy violation immediately upon notification. Operator may cancel Engagement at any time, regardless of notification, if Licensee's violation reasonably constitutes an emergency as determined by Operator. Emergencies include but are not limited to situations that are dangerous for patrons or employees. Licensee will be responsible for Rental Fees and the costs or fees of any services provided by Operator prior to the cancellation, including but not limited to fees related to Ticketing, additional Credit Card Fees, and Marketing services, as well as any costs for which Operator is obligated to pay regardless of Licensee's cancellation. In addition, Licensee shall be responsible for paying a cancellation fee to Operator in an amount equal to twenty-five percent (25%) of the total estimated cost per the Event Summary Page at the time of cancellation based on this Section 9.4.
- 9.5 Operator holds all monies from Ticket Sales for ninety (90) days after the scheduled date of a cancelled, postponed, or modified ticketed event for the purpose of distribution to ticket purchasers entitled to refunds. Operator retains portion of ticket sales and fees it is entitled to under this Agreement, including but not limited Setup Fees, Ticket Issuance Fees, and Credit Card Fees. Operator will notify Licensee if such monies are insufficient to make all refunds. Licensee will deliver the deficiency to Operator within twenty-four (24) hours of notice. Operator shall also have the right to off-set any deficiency against any amounts held by Operator on behalf of Licensee.
- 9.6 Licensee is responsible for providing all refunds for any tickets, vouchers, or coupons purchased through approved means by Licensee including but not limited to Consignment or any special promotions such as Groupon, etc.
- 9.7 Settlement for canceled events will occur within one hundred (100) Business Days after the end of the original Engagement. This new cancellation Settlement date will supersede the Settlement and License Term end dates detailed in the Event Summary Page.

10 – Legal Provisions

- 10.1 This Agreement, including any addendum attached, or referred to or specifically incorporated by reference herein, contains the entire understanding of the Parties, and there are no other agreements or understandings, written or oral, with respect to this Agreement. This Agreement may not be changed or altered, except in writing executed by each Party's authorized representative. No changes can be made to the Settlement recipient as listed in the Event Summary Page after this agreement has been executed. This Agreement incorporates the Event Summary Page (Attachment 1) and the Technical Specifications (Attachment 2).
- 10.2 Written notices shall be given personally or mailed to the Parties at the addresses set forth above. Communication via electronic mail is an acceptable means of approval for altering provisions of this Agreement, providing the communication is with the signatories of this document or other representatives as stated in the Event Summary Page.

- 10.3 Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 10.4 Licensee shall comply with all federal, state and local laws, ordinances, codes, rules and regulations, as well as all Operator policies and procedures in connection with Licensee's use of the Premises, including but not limited to sale of tickets, permits, licenses, taxes, fees, and charges prescribed thereunder or relating to labor or personnel matters on and/or related to the Premises. Licensees are required to assist the Operator in its responsibilities under these laws. Licensee shall promptly pay all special taxes, fees or assessments imposed by law or ordinance by the reason of its use of the Premises. Should any labor dispute, jurisdictional or otherwise, occur as a result of any act, or failure to act, by Licensee, Licensee hereby assumes the burden and cost of immediately resolving any such dispute, subject to the approval of Operator, which approval will not be unreasonably withheld. Licensee will not subject Operator to a strike, picketing, or work slow-down or stoppage. Any failure of Licensee to resolve any such dispute in a timely manner, and/or in a manner reasonably acceptable to Operator, which results in any disruption of Operator's operation, shall constitute a material breach of this Agreement.
- 10.5 Covid-19 - Licensee shall comply with all federal, state and local laws, ordinances, codes, rules and regulations, as well as all Operator policies and procedures in connection with Licensee's use of the Premises under special conditions due to Covid-19. Licensees are required to assist the Operator in its responsibilities under these federal, state and local laws, ordinances, codes, rules and regulations, as well as all Operator policies and procedures.
- 10.6 Licensee shall not transfer, assign, pledge or hypothecate this Agreement or any part thereof, or any right or interest herein, nor permit the Premises or any part thereof to be used by anyone else; nor in any other way assign or transfer its rights to the Premises, or its obligations under this Agreement, without in each such case obtaining the prior written consent of Operator. Any purported transfer, assignment, pledge or hypothecation made by Licensee without Operator's prior written consent shall be void ab initio.
- 10.7 Any waiver by either Party of any provision of this Agreement, or of any right hereunder, shall not be deemed a continuing waiver and shall not prevent or stop such Party from thereafter enforcing such provision or right, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other Party shall not be construed as a waiver or relinquishment for the future of any such terms or provisions.
- 10.8 Operator is subject to open record laws for the Commonwealth of Kentucky, which applies and is not limited to, this Agreement and other communications between Licensee and Operator.
- 10.9 In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10.10 The Parties expressly agree and acknowledge that time is of the essence in the functioning of this Agreement.
- 10.11 The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 10.12 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
- 10.13 This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in state courts and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.
- 10.14 If Agreement is not fully executed thirty (30) days after the issuance date as indicated on the Event Summary Page, this Agreement and its Event Summary Page are null and void and any and all dates held will be released.
- 10.15 Licensee is an independent contractor and this Agreement does not create a partnership between the Parties. The Parties have no rights to act on each other's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Louisville, Kentucky, on the day and year first above written.

OPERATOR: THE KENTUCKY CENTER FOR THE ARTS CORPORATION

By Heather Bell Date May 1, 2023

Title: Heather Weston Bell, Senior Vice President of Community Engagement

LICENSEE: Nicole Klein, Bullitt County High School

By Nicole Klein Date May 1, 2023
Nicole Klein (May 1, 2023 10:48 EDT)

Title: Junior class sponsor

Federal ID# or Social Security #: n/a

License Agreement - Bullitt County HS Prom 4.26.24 OFPH

Final Audit Report

2023-05-01

Created:	2023-05-01
By:	Stephanie Newton (snewton@kentuckyperformingarts.org)
Status:	Signed
Transaction ID:	0B1CHBGAABAAAF7dCZFR669J06JWkIXyZiWdIGZegkXs

"License Agreement - Bullitt County HS Prom 4.26.24 OFPH" History

 Document created by Stephanie Newton (snewton@kentuckyperformingarts.org)

2023-05-01 - 2:40:49 PM GMT

 Document emailed to nicole.klein@bullitt.kyschools.us for signature

2023-05-01 - 2:41:48 PM GMT

 Email viewed by nicole.klein@bullitt.kyschools.us

2023-05-01 - 2:44:25 PM GMT

 Signer nicole.klein@bullitt.kyschools.us entered name at signing as Nicole Klein

2023-05-01 - 2:48:21 PM GMT

 Document e-signed by Nicole Klein (nicole.klein@bullitt.kyschools.us)

Signature Date: 2023-05-01 - 2:48:23 PM GMT - Time Source: server

 Document emailed to Heather Bell (hbell@kentuckyperformingarts.org) for signature

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 Document e-signed by Heather Bell (hbell@kentuckyperformingarts.org)

Signature Date: 2023-05-01 - 2:52:50 PM GMT - Time Source: server

 Agreement completed.

2023-05-01 - 2:52:50 PM GMT