

KENTUCKY EXPOSITION CENTER LICENSE AGREEMENT 22487-01

EVENT DESCRIPTION: OLDHAM CO. HIGH SCHOOL GRADUATIONS

TERM: 05/26/24 - 05/26/24

DEPOSIT AMOUNT: \$0

DEPOSIT DUE DATE: 04/24/24

CONTRACT DUE DATE: 04/24/24

THIS LICENSE AGREEMENT ("License") is made this April 10, 2024 ("Effective Date"), by and between **the KENTUCKY STATE FAIR BOARD** (**"Board"**), a municipal de jure corporate body of the Commonwealth of Kentucky, who is alternatively known as **KENTUCKY VENUES**, the brand name under which the Board operates the Kentucky Exposition Center and the Kentucky International Convention Center, and whose address is PO Box 37130, Louisville, Kentucky 40233-7130, and **Oldham County Board of Education** whose address is 6165 W. Highway 146, Crestwood, KY, 40014, ("**Licensee**") (collectively referred to as "Parties").

In consideration of the covenants and other consideration contained in the License Agreement, the parties agree as follows:

SECTION 1 TERM, DESCRIPTION OF PREMISES, ACCESS TO THE PREMISES

The **Board** hereby grants to **Licensee**, the right to use and occupy the Licensed Premises (defined below) for the sole purpose of conducting the OLDHAM CO. HIGH SCHOOL GRADUATIONS beginning 05/26/24 and ending 05/26/24 and for no other purpose whatsoever without the prior written consent of the **Board**.

Board agrees to License to the **Licensee**, and the **Licensee** agrees to License from the **Board** the licensed areas as more specifically stated in **EXHIBIT A**.

Licensee has inspected the Licensed Premises and accepts same in "AS IS" condition. Board

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makes no warranty, guarantee, or covenant of any nature whatsoever concerning the condition of the Licensed Premises including the physical condition thereof, or any condition which may affect the Licensed Premises. Notwithstanding the foregoing, **Board** shall have the continued responsibility to maintain the Premises in good order and repair, normal wear and tear excepted.

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

The **Board** reserves the right to use and permit others to use the facilities and equipment of the Premises and related property, easements, and facilities under the control of the **Board**, except to the Licensed Premises during the term of this License. **Licensee** acquires no exclusive right to use the facilities and equipment of the Premises other than the use of the Licensed Premises during the License Term.

In the event **Licensee** exceeds ten (10) hours duration on a move-in or move-out day, **Licensee** shall pay **Board** an hourly rate for each excess hour, or part thereof, based upon the existing hourly rate charged by the **Board** for that facility.

Events permitted during the term of this License Agreement may not operate past 12:00 a.m. on show days unless a different time is specified in Exhibit A to this License Agreement. If an event is permitted by amendment to extend beyond 12:00 a.m., the **Licensee** agrees to pay to the **Board** an amount equal to one-tenth $(1/10^{th})$ of the daily rate charged by the **Board** for that facility for each hour, or part thereof, that the event extends beyond 12:00 a.m. These additional sums, including any ancillary event related fees as specified below, shall be paid by **Licensee** in addition to the rental rates set forth in Section 2 of this License Agreement.

SECTION 2 DEPOSIT, RENTAL RATE, ANCILLARY EVENT RELATED FEES, FINAL SETTLEMENT AND PAYMENT

Licensee shall pay to the **Board**, in U.S. funds, a total rental fee for the grant of this License in the amount of \$ 8,000.00, unless otherwise stipulated in Exhibit A, and covers (1) access to the common areas of the Premises and use of the Premises during the License Term and (2) an initial set of tables, chairs and trash cans in any Licensed meeting room.

A deposit in the amount of \$0, payable to the **Board**, is due along with this agreement signed by **Licensee** by **04/24/24**. **IF THE DEPOSIT AND EXECUTED AGREEMENT ARE NOT RECEIVED BY THE BOARD BY THE AFOREMENTIONED DUE DATES, THIS AGREEMENT SHALL BE CONSIDERED VOID.** Board shall not be obligated to hold calendar dates absent a signed License agreement and receipt of Deposit.

State Sales Tax: Pursuant to KRS 130.200 (AG) (AJ) effective January 1, 2023 rental of spaces for meetings, conventions, business use and social events, as well as parking services may

be subject to six percent (6%) sales tax.

The Deposit shall be credited against rental amounts invoiced by the **Board** pursuant to this License agreement. **All advance fees and Deposits are nonrefundable.**

Ancillary fees shall be equal to the total of fees for tables and chairs (other than the initial, complimentary set located in the meeting rooms), special equipment, utility hookups, internet and data connections, labor, security personnel, decorators and other, if any, services, goods and support personnel provided by the **Board** for **Licensee's** Event. **Board** reserves the right to require all rents and ancillary fees prior to the event as specified in **Exhibit A**. All rental sums as well as all other payments that become due pursuant to this License Agreement shall be paid immediately upon issuance of the **Board**'s invoice for the rental or other amounts. Payment shall be made payable to the Kentucky State Fair Board and sent to:

Kentucky Venues Attn: Accounts Receivable PO Box 37130 Louisville, KY 40233-7130

Electronic payment may be made using the following link: <u>https://kyexpo.org/payment/</u>

Other services as requested by **Licensee**, required by **Board** for safety or security, or necessary to conduct **Licensee's** Event and as agreed to by the Parties, may be provided at additional costs to **Licensee** at prevailing rates.

Following the close of the event, the **Board** shall provide an invoice to **Licensee** for the balance of all unpaid expenses which shall be due and payable within thirty (30) days of receipt of final billing. After thirty (30) days, interest on the unpaid balance shall accrue at the rate of 1.5 percent (1.5%) per month. If the unpaid balance plus interest ("Arrears") is not paid within sixty (60) days following receipt of final invoice, the **Board** may (1) remove **Licensee** from the booking calendar for all future events reserved, and (2) automatically terminate all other executed License Agreements between the Parties for future events held at the Premises and render same null and void upon written notice by **Board**. In addition, **Licensee** further agrees to pay all costs of collecting, securing or attempting to collect all past due invoices, including reasonable attorney's fees.

SECTION 3 EXCLUSIVITY, SPONSORSHIP, AND ADVERTISING DISPLAYS

The **Board**, reserves for itself or its agents, contractors or concessionaires the exclusive right to provide the following sales and services: (i) food and beverage services (No outside food and beverage may be brought onto the Premises without written approval of the **Board**); (ii) electrical services; (iii) telecommunications and data services; (iv) utilities; (v) parking; and (vi) event staffing and security.

Licensee shall not engage in or undertake the sale of any of the aforesaid articles or

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privileges, without the prior written consent of the **Board**. The **Board** reserves the right to operate, or have operated, provided or have provided, distribute and receive income from all exclusive contracts.

Board retains the rights to use all display advertising capabilities on the Premises in the public spaces of the Premises and outside the Premises. **Licensee** may purchase rental packages for advertising and branding within the public spaces of the Premises and outside the Premises.

SECTION 4 ADMISSION TICKETS

If the **Licensee** use of the "Licensed Premises" involves an event for which tickets are sold to the public, then, in that circumstance, the manner of purchasing, selling and accounting for such tickets shall be set forth in Exhibit A to this License Agreement.

SECTION 5 BUILDING POLICIES, EVENT PLANNING GUIDES

Licensee acknowledges receipt of the **Board's** Event Planning Guide, incorporated by reference and a part of this License Agreement as **EXHIBIT B**. Licensee agrees that it will strictly comply with the terms and conditions contained therein effective during the term of this License Agreement. The Parties acknowledge that the Event Planning Guide is subject to modification as a result of changes. Should such change occur, **Board** will notify Licensee within thirty (30) days.

Failure to comply with or perform any of the terms or conditions contained in the Event Planning Guide and failure to immediately remedy same upon oral notification by **Board** shall result in written notification of each violation. Should **Licensee** receive more than three (3) written violation notices during an event or calendar year the following shall occur: (1) **Licensee** shall be removed from the booking calendar for all future events, and (2) all other executed License Agreements between the Parties for future events shall be terminated and rendered null and void; both upon written notice.

SECTION 6 FLOOR PLANS, PERSONNEL STAFFING PLANS, RIGGING

Licensee shall submit all floor plans to the **Board** for approval by the **Board** within sixty (60) days prior to any scheduled activities within the Licensed Premises. Modified floor plans and related event arrangements shall be re-submitted for approval no later than twenty-one (21) days prior to the first day of move-in. Failure to comply with this provision may result in additional expenses. Complying with these deadlines will help to ensure that the event expenses projected for **Licensee** will remain within the allotted budget.

Licensee shall submit a personnel staffing plan to the **Board** at least sixty (60) days in advance of and as a condition to the opening of Licensee's Event. The plan shall specify the

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number and purpose of personnel that the **Licensee** intends to secure to ensure proper staffing of **Licensee's** Event. Personnel required to properly staff **Licensee's** Event may include ticket sellers, ticket takers, security, police officers, event staff, ushers, first aid, and any other personnel necessary to conduct **Licensee's** Event in an orderly and safe manner and shall be paid for by the **Licensee**. **Board** reserves the right and has final approval to require certain personnel, including staffing for security and police officers, to be included in the plan.

Kentucky Venues follows the current National Fire Protection Association Life Safety Code requirements for "Trained Crowd Managers" in public assembly venues. The required ratio of trained crowd managers to occupants will be determined based upon the nature of the event and attendees, projected levels of occupancy, and the adequacy of means of ingress and egress at the Premises.

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

SECTION 7 REQUIREMENTS OF BOARD

Board shall:

At all times have full access to the Licensed Premises and have the right to control the operation and maintenance of the Premises, including the right to remove any person who, in the sole judgment of the **Board**, is disrupting or obstructing the proper operation and management of the Premises.

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

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

SECTION 8 REQUIREMENTS OF LICENSEE

Licensee shall:

Use the Licensed Premises and conduct its operations in a safe and careful manner.

Permit access by the **Board** to the Licensed Premises.

Comply with all federal, state and local regulations, rules and board policies, including



but not limited to those regulations, rules and polices contained in the Event Planning Guide, Exhibit B, and any orders and directives of the **Board** and State Fire Marshall that the **Board** or State Fire Marshall may give to **Licensee** related to **Licensee's** use of the Premises

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

Conform to all statutes, regulations, orders, ordinances and directions of any government entity having jurisdiction over **Licensee's** use of the Licensed Premises and to ensure **Licensee's** contractors and sub- contractors comply as well.

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

Shall not interfere with any other **Board** licensed use of the Premises and related property, easements, and facilities under the control of the **Board**.

Shall not place any exhibit, equipment or vehicle in the Licensed Premises which, in the sole judgment of the **Board**, is dangerous or otherwise incompatible with the Licensed Premises.

Shall not without prior written and express permission of the **Board**:

Cause or permit anything to be done in the Licensed Premises, or to **Board's** equipment, that in any way may damage, mar, deface or alter it. The **Licensee** shall be financially responsible for rectifying any such damage.

Resell, mark-up or allow their contractors to resell or mark-up any exclusive services provided by the **Board**, including but not limited to (i) food and beverage services (No outside food and beverage may be brought onto the Premises without written approval of the **Board**); (ii) electrical services; (iii) telecommunications and data services; (iv) utilities; (v) parking; and (vi) event staffing and security.

SECTION 9 INSURANCE AND INDEMNITY

Because the Board and the Licensee are both agencies of the Commonwealth of Kentucky which assert the defense of sovereign immunity pursuant to Kentucky Constitution Section 231 and resolve tort claims under provision of KRS Chapter 49, any and all claims, demands, actions or causes of action arising or resulting directly from the use, occupancy of leasing by the Licensee of premises, including without limitation the claims of any employee, decorator, agency subcontractor, etc. of the Licensee, and the claims of any person attending the event for which the premises have been leased, and the claims of any other person, or claims for damages to the property of any such employee, agent or person shall be referred to the Office of Claims and Appeals/Board of Claims of the appropriate court or other tribunal in contractual disputes and shall be defended there by the Licensee or the Board as their respective interest may lie, to the extent permitted by Kentucky law.



SECTION 10 COMPLIANCE WITH LAWS, ACTIONS ARISING FROM LICENSE

Licensee shall comply with all federal, state, county and city statutes, regulations and ordinances, including but not limited to the applicable provisions of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.) and make reasonable accommodations for qualified persons with disabilities if readily achievable as provided by law, in relation to the programs and activities that are part of the event contemplated in this License.

Licensee shall also comply with all other applicable federal, state, county and local laws related to necessary licenses, permits and approvals that may be required in connection with Licensee's use of the Premises for its event. If Licensee fails to obtain any required license, permits or approval, Board may, but is not obligated to, obtain such licenses, permits or approvals and Licensee agrees to reimburse **Board** for all associated costs and expenses.

This License is governed by the laws of the Commonwealth of Kentucky and any action concerning this License shall be instituted only in the Circuit Court in and for Jefferson County, Kentucky, or as provided by law in such other court.

SECTION 11 TRADEMARKS, LOGOS, PUBLICITY

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

Licensee shall submit all advertising and brochure copy that references the Kentucky Exposition Center or Kentucky International Convention Center, parking fee, and dates and times of Licensee's Event to the Event Manager for approval prior to advertising or distribution. Advertisement of Licensee's Event shall state the exact event location, identification of organization producing the event and specify that parking fees will be charged, as applicable. The Licensee is responsible for publicizing parking information and directions. Publicizing shall not be permitted until this License is fully executed.

Licensee assumes all costs and expenses arising from the use of patented, trademarked or copyrighted materials, equipment, devices, or processes used in its operations under this License; Licensee shall indemnify and hold harmless the **Board** from all damages, costs and expenses incurred with regard thereto.

SECTION 12 CANCELLATION, NON-USE OF PREMISES/FORCE MAJEURE, EVACUATION



If **Licensee** cancels this License prior to the License Term, any Deposits paid shall be forfeited as Liquidated Damages. The Parties agree that damages to **Board** resulting in cancellation of the Licensed Premises would be difficult to determine because of the loss of revenue from ancillary and other services anticipated by this License Agreement. Because of this difficulty in determining the resulting damages, the Parties agree that if **Licensee** cancels its event more than three (3) years before the first scheduled day of the event, fifty percent (50%) of the total rental fee shall be paid by Licensee as Liquidated Damages. If Licensee cancels three years or less before the first scheduled day of the event (100%) of the total rental amount shall be paid by **Licensee** as Liquidated Damages.

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

In the event the General Manager or his designee determines that the Premises shall be evacuated for public safety reasons, **Licensee** may use the Licensed Premises or such additional time as may be necessary to complete the activity contemplated under this License without additional License fees, provided that such use does not interfere with any other use of the Licensed Premises. If it is not possible to complete such activity, the License fees shall be prorated or adjusted at the discretion of the **Board**. In such an event, **Licensee** waives any claim for damages or compensation from the **Board**.

SECTION 13 ASSIGNMENT

Licensee is prohibited from assigning its License rights or sub-licensing the Licensed Premises. This provision is not applicable to **Licensee's** exhibitors who may contract with Licensee for exhibit space. In the event **Licensee** violates this prohibition, **Licensee** will be subject to a payment equal to the approved License fee for the space sub-licensed.

SECTION 14 RECORDINGS

Licensee shall not transmit or record for commercial purposes any portion of Licensee's production of its event by radio, television, motion picture, video tape, sound recording or otherwise; provided that Licensee may authorize bona fide news coverage of its production of its event by established news media solely for dissemination as news and not otherwise for sale or advertisement purposes. Nothing in this section shall prohibit Licensee from recording the production for its own event purposes such as virtual participation, training or quality assurance.

SECTION 15 VACATING, HOLDOVER AND PROPERTY STORAGE

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

Unless **Licensee** is prevented from vacating the Licensed Premises within one hour of the end of the License Term by a Force Majeure condition or an evacuation as provided herein, **Licensee** shall pay an additional charge of the entire published daily rate for the Licensed Premises ("usage"). "Usage" includes the period necessary for the removal by the **Board** or **Licensee** of any equipment, exhibits or other material within the Licensed Premises for each day or fraction thereof of delay. The liability established under this paragraph does not extend the Licensed Term and is intended to compensate the **Board** solely for additional use of the Licensed Premises by **Licensee**, and does not preclude the **Board** from asserting any other rights against **Licensee**. The amounts set forth in this paragraph shall become due and payable thirty (30) days after **Licensee** vacates the Licensed Premises and shall be subject to the same penalties enumerated in Section 2 above.

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

SECTION 16 BREACH, DEFAULT, REMEDIES, TERMINATION

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

Default made by **Licensee** in the performance of any of its obligations under this License;

Damage to the facilities or equipment caused or permitted by Licensee;

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

The **Board** may upon the occurrence of any of the events set forth above to undertake any or all of the following remedies:

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

Declare this License terminated and revoke the License granted hereunder;

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

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

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

SECTION 17 NOTICES

Notices provided under this License shall be sent by first class mail, express courier, fax, or electronic means to the Parties as follows:

TO BOARD: Kentucky State Fair Board Attn: General Counsel PO Box 37130 Louisville, KY 40233-7130 <u>TO LICENSEE</u>: Oldham County Board of Education 6165 W. Highway 146 Crestwood, KY 40014

SECTION 18 DAMAGE TO THE PREMISES

If any portion of the Licensed Premises or common areas or any equipment contained therein shall be damaged by the act, default or negligence of **Licensee**, or of **Licensee's** agents, contractors, employees, exhibitors, guests, patrons or any person for whom **Licensee** is responsible or invited to the Leased Premises, **Licensee** shall pay to **Board**, upon demand, such sum as shall be necessary to restore said Licensed Premises or equipment contained therein to their original condition.

SECTION 19 WAIVER

No waiver by either party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or remedy.

SECTION 20 ENTIRE AGREEMENT, MODIFICATION SEVERABILTY

This License, including Exhibits A and B, constitutes the entire agreement between the **Board** and **Licensee** and supersedes any prior agreements and negotiations between the Parties, whether written or oral. No modification, alteration or waiver of the terms of this License shall be binding unless the same shall be in writing, dated subsequent to the date of this License and duly executed by the Parties.

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

SECTION 21 PROHIBITION AGAINST ENCUMBRANCES

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

SECTION 22 SUBSEQUENT EVENTS

The terms of this License do not in any way bind, obligate or require the **Board** to reserve a subsequent time or date for any event to be sponsored by **Licensee** not covered by this License.

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

BOARD: KENTUCKY STATE FAIR BOARD KENTUCKY VENUES

By: David S. Beck

Signature:_____

Title: President & CEO

Date:



LICENSEE: Oldham County Board of Education Jason Radford

By:Jason Radford
Signature:
Title: Superintendent

Date: 4/11/2024



Oldham County-Exhibit A

OLDHAM CO. HIGH SCHOOL GRADUATIONS (22487)

In/Out: Start-End: Sun 05/26/24 08:00 AM / 11:59 PM Sun 05/26/24 01:00 PM - 09:00 PM

Oldham County Board of Education Teresa Gill 6165 W. Highway 146 Crestwood, KY 40014

Main: (502) 241-3500, ext 229 Email: teresa.gill@oldham.kyschools.us

Event Notes

Contract Information: Event Date: May 26, 2024

Event Space: Freedom Hall Arena

Rental Rate: \$8,000

State Sales Tax: Pursuant to KRS 130.200 (AG) (AJ) effective January 1, 2023 rental of spaces for meetings, conventions, business use and social events, as well as parking services may be subject to six percent (6%) sales tax.

The following items are included in the rental fee:

Stage: 40' L x 24' W x 4' H with (2) sets of stairs & <u>ADA Ramp and or ADA Lift (subject to availability and</u> <u>limitations)</u>

House sound to include one (1) paging mic.

Parking: (40) parking passes for staff and volunteer use only. Additional passes may be purchased for \$12 per single entry pass or \$15 in/out pass.

Parking rates at the Kentucky Exposition Center shall be at the prevailing rate at the time of your event and are per day per pass unless specified otherwise.

<u>Rental fee does not cover ancillary charges such as</u>, but not limited to: internet & telecommunications services, electrical services, EMT/First Aid, Venue Services and security services as required by the event size and scope.

All equipment is subject to available facility inventory and is for Licensee use only.

Event Coordinator	(S)		
Coordinator 1:	Meghan Dowd		Email: Meghan.Dowd@kyvenues.com
Bookings			Usage
Confirmed FREEDOM HALL		05/26/24 01:00 PM - 09:00 PM	Event Day

Oldham County-Exhibit A

OLDHAM CO. HIGH SCHOOL GRADUATIONS (22487)	In/Out: Start-End:		/24 08:00 AM / 11:59 PM /24 01:00 PM - 09:00 PM					
	Duration / Units	Rate	<u>Charges</u>					
501- Sales Department								
Booking Charges and Payments (1)		Sun 05/26/24 01:00 PM - 09:00 PM						
FREEDOM HALL-Event Day	1.00Day	\$8,000.00 / DAY	\$8,000.00					
		Total Charges:	\$8,000.00					
	Tot	al Estimated Charges:	\$8,000.00					

This is an estimate of cost for items detailed above. Any changes or additions may increase the cost.

Kentucky Venues President & CEO

Contracts and deposits are due 30 days from the date of issue, failure to return by the due date could compromise rental rate and space availability.

Licensee Signature Date 4.11.2024

Due Date: 04/24/2024

CEM851



INVOICE

Event Deposit Invoice

Account Information Oldham County Board of Education - 00076761 6165 W. Highway 146 Crestwood, Kentucky 40014 Bill To Contact: Teresa Gill

Event Information OLDHAM CO. HIGH SCHOOL GRADUATIONS (22487) 06/01/24 10:00 AM - 06/01/24 06:00 PM

Invoice: 117861 Deposit Amount: \$0 Date Due: Upon Receipt

Event is not confirmed without signed contract and booking space deposit payment.

Payment Information

One-Time Payments can be made utilizing the online payment portal at https://kyexpo.org/payment

Wire Payments:

Wire Transfer Wire Info: 042 000314 Swift# FTBC US 3C

Remit Checks or Money Orders To:

Kentucky Exposition Center ATTN: Accounts Receivables P.O Box 37130 Louisville, KY 40233

ACH Payments:

ACH Transfercheck Kentucky State Fair Board Fifth Third Bank 401 South Fourth Street Louisville, KY 40202 (502) 562-5215 ABA# 083 002342 ACCT: 0082195031

Kentucky Exposition Center EVENT PLANNING GUIDE



Document updated on July 10, 2023.

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FLOOR PLANS AND CAPACITIES

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South Wing C
Freedom Hall/Broadbent Arena
West Side Event Space
Newmarket Hall, Pavilion, West Hall
and West Wing

CLIENT EVENT CHECKLIST

Please use this timeline to help with the planning, coordination and implementation of your upcoming event. Failure to adhere to the Event Checklist such as on-the-fly floor plan adjustments or event changes may incur additional charges to the show.

7-12 Months Prior

- Advise your Event Manager of any service provider working with your event
- · Begin to coordinate audio visual, internet and telecom needs
- Obtain menus and begin to coordinate with the approved caterer for all food and beverage needs with your assigned Catering Sales Manager
- Provide your Event Manager with the first draft of event specifications, floor plan requirements and program agenda
- Obtain KEC's electric and utility order forms (digital) for exhibitor kits
- Schedule a site tour with your Event Manager

3-6 Months Prior

- If using any outside service provider, send revised copies of floor plans to your Event Manager
- Review the first draft of floor plans with your Event Manager to approve or request any changes
- Begin to finalize food and beverage requirements with your Catering Sales Manager
- Provide an exhibitors list for your Event Manager to include exhibitor contact information
- Submit any requests for multilevel displays 90 days in advance of the show and include stamped engineer drawings of the structural components. See #8 under Fire Marshal Requirements.

2 Months Prior

- Determine event staffing for security and guest services with Venue Services and your Event Manager
- Determine electrical services needs through your Event Manager if needed
- Place an order for audio visual needs if needed
- Obtain an event work order form from Event Manager detailing event specifications (TBD)
- Sign finalized food and beverage contract, provide initial guarantees and deposit to your Catering Sales Manager
- Provide Rigging Plots, Loading Capacity/Requirements
- Submit Crowd Management Form and floor plan to Event Manager for approval
- Submit the event floor plan to Event Manager for Compliance Officer's review see "Floor Plans" section for details
- A deposit in the amount of seventy five percent (75%) of the estimated catering event revenue is due
- Submit specifications of weight loads to Event Manager
- Submit event staffing plans to Event Manager

1 Month Prior

- Submit floor plan to Event Manager for Compliance Officer's review
- Provide your certificate of liability (insurance) to your Sales Manager. The certificate must be received no later than 15 days prior to move-in.
- Provide final event specifications and program agenda/timeline to your Event Manager
- Obtain an estimate of ancillary services from your Event Manager
- Confirmation of menu items, minimum guest count and initial e-signature of the program's Banquet Event Orders and Catering Agreement are required. Final attendance and financial guarantees due on or before 7 business days prior to event arrival.
- Submit all electric needs to the Event Manager



2-3 Weeks Prior

- Finalize audio visual and internet needs
- Confirm and finalize the estimate of expenses to your Event Manager
- Provide your Event Manager with an event staffing schedule and contact information
- Confirm catering guarantees with your Catering Sales Manager final guarantees due 72 hours before your event
- All event requirements must be coordinated with your Event Manager and approved by Kentucky Venues at least 14 days before the event taking place
- All exhibitor needs must be ordered through the KEC Exhibitor Services Form 21 days prior to the first show day in order to receive the advanced rate
- The remaining deposit of twenty five percent (25%) of the estimated catering revenue is due. Advanced payment in full is required to commence service.

1 Week Prior & On-Site

- · Let your Event Manager know of any last minute changes to your event floor plan(s)
- · Have a pre-con and production meetings with key contacts and vendors
- Update your Event Manager daily with any program changes or delays
- Final attendance and financial guarantees due to Catering Sales Manager on or before 7 business days prior to event arrival
- While on-site, update your Catering Sales Manager on relevant changes in program scheduling



WELCOME

Thank you for choosing Louisville for your upcoming event. And thank you for choosing the Kentucky Exposition Center (KEC). We take our vision seriously – to create event experiences that leave our guests excited to come back to Louisville. The success of your event is as important to us as it is to you. Our commitment to you is to make it easy to plan and execute an unforgettable event and we are prepared to do that by providing the following resources:

- A flexible, state of the art venue that can accommodate dynamic events
- An experienced team of event professionals that will guide you each step of the way
- · Unwavering commitment to excellent customer service at every point of contact

This Event Planning Guide provides a one-stop-shop for your event details. It includes a suggested timeline for the planning process, introduces facility guidelines and policies, and offers helpful information to assist you with executing the logistical aspects of your event and to ensure an exceptional experience at KEC. This planning tool is also meant to complement the personal communication you have with your Event Manager.

Our dedicated Sales Team will initiate your event booking needs, matching your event to the space that best fits your event's requirements. From there, an Event Manager will be assigned to be your direct point of contact for all of your planning, executing, and settlement needs.

Please share this guide with vendors and use it as a reference tool as you develop guidelines for your exhibitors, guests and sponsors.

We look forward to serving you,

Team KEC

Kentucky Exposition Center P.O. Box 37130 Louisville, KY 40233-7130



ABANDONED PROPERTY

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

ACCESSIBILITY

Kentucky Exposition Center (KEC) is committed to accommodating the needs of individuals with disabilities. Following the Americans with Disabilities Act (ADA), KEC is responsible for accommodating access of permanent facility constructs, and the Licensee is responsible for accommodating access of temporary constructs as required. Should you or your attendees need special assistance and/or services such as listening devices, wheelchairs, lifts or stage ramps, please contact your Event Manager for assistance in advance of the event.

Elevators & Escalators

There are escalators and elevators throughout our facility. Elevator locations include North Wing Lobby, South Wing A, South Wing C Mezzanine and Broadbent Arena.

Parking

There are 306 ADA compliant parking spaces located within the various parking lots at the Kentucky Exposition Center. Visit <u>kyexpo.org/parking-directions</u> for directions.

Restrooms

All public restrooms in KEC are accessible according to Federal ADA requirements. Family restrooms are also located throughout the facility.

Seating

Within Freedom Hall Arena, accessible seating is located on the Northeast, Northwest, Southeast and Southwest corners on the main concourse level. There is limited accessible seating in the upper arena. All accessible seating is determined by the show's production team. All seating within the Exhibit Halls and Meeting Rooms are temporary and therefore can be arranged for special accommodation with advance notice. Accessible seating within Broadbent Arena is temporary and can be arranged for unique accommodations with advance notice.

Service Animals

Service animals are permitted inside the facility. The ADA has defined a service animal as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. Service animals must be harnessed, leashed or tethered unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In this case, the individual must maintain control of the animal through voice, signal, or other adequate controls.

Visual Impairment Aid Application

The Nearby Explorer mobile app, developed by the American Printing House, gives people who are blind or visually impaired audio cues about the world around them and communicates information with beacons that are installed at strategic points throughout KEC.

Wheelchairs

All perimeter public access points have an ADA door. Should you or your attendees require wheelchairs, please contact your Event Manager for assistance in advance of the event.



ADDITIONAL SERVICES

Additional services are available to help make your event more successful. Additional services include:

- Catering & Concessions
- Audio Visual
- Information Technology
- First Aid/Emergency Medical Team
- Venue Services Staffing

NOTE: The Licensee will need to pay any fee(s), which may be due for additional services, accommodations, materials, or items loaned.

ADDRESSES

Mailing

Kentucky Exposition Center P.O. Box 37130 Louisville, KY 40233-7130

Shipping & Receiving

Kentucky Exposition Center Show Name, Booth Number and Contact Phone Number 937 Phillips Lane Louisville, KY 40209

ADVERTISING & MARKETING YOUR EVENT

KEC offers a variety of ways to advertise throughout the facility. We also have companies we can connect you with to fulfill your marketing efforts. Contact your Event Manager for prices or a list of service partners.

Digital & Social Media Exposure

For most public events hosted at KEC, they receive a minimum of one social post. Our event booking software is integrated within our website, and this allows your event to be present to thousands of website visitors. If you choose, your event can be hidden. Google currently pulls our event listing, giving your event more exposure to those who check what is going on in Louisville on google.com.

Event Specific Advertising

In addition to hosting hundreds of events, we produce several events of our own, attracting a broad and diverse audience. These events include the Kentucky State Fair, the World's Championship Horse Show, North American International Livestock Exposition, North American Championship Rodeo, National Farm Machinery Show and Championship Tractor Pull. Opportunities are available to promote your event to your ideal audience. Contact our Sponsorship Department at <u>sponsorship@kyvenues.com</u>.

Facility Specific Marketing & Advertising

Our facilities include the Kentucky Exposition Center and the Kentucky International Convention Center. Year-over-year we have seen millions of visitors enter our facilities and sponsors have the opportunity to promote their business on-site. Contact our Sponsorship Department at <u>sponsorship@kyvenues.com</u> for available opportunities.



Indoor Signage

The Kentucky Exposition Center has thousands of branding opportunities. These opportunities can be a significant revenue generator for your event. You can also explore opportunities to have a presence at one of our signature events. Contact our Sponsorship Department at **sponsorship@kyvenues.com** for available opportunities.

Outdoor Signage

The Kentucky Exposition Center has thousands of locations signage can be placed or hung. We also have digital signage neighboring a busy interstate and at the Main Entrance and Gate 6. You can also explore opportunities to have a presence at one of our signature events. Contact our Sponsorship Department at **sponsorship**@kyvenues.com for opportunities that are available.

Ticketmaster Promotion

The Kentucky Exposition Center is a Ticketmaster facility. KEC has contacts to explore ticket and event promotions within the Ticketmaster network. When an event is generated through Ticketmaster, it creates a Facebook event that helps sell tickets and promote your event. We have a robust database of visitors who have purchased tickets in the past at our facility, and we can leverage it to help promote your event. Additional promotional opportunities are available.

AIR CONDITIONING & HEATING

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

AIR WALLS

The opening and closing of air walls must only be completed by KEC staff. The Licensee is responsible for the labor costs associated with adjusting the air walls and will be priced at the prevailing rates.

ATMS

ATMs are available throughout the facility and are the exclusive right of the Kentucky Exposition Center to operate on the property. If you would like additional ATMs for your event, please contact your Event Manager.

AUDIO & VISUAL

KEC has a preferred in-house audio-visual provider, **<u>Prestige</u>**. This professional audio visual team is available to assist you with any need you may have.

Audio Visual Equipment Rentals

- Audio Visual Coordination
- Computer Rentals
- Lighting
- Multi-Media Presentations
- Operators and Technicians
- Podiums & Easels
- Technology
- Video I-Mag and Taping



BOARDROOMS

We have three permanent boardrooms located in Freedom Hall, South Wing A and South Wing C. Please discuss with your Event Manager for availability.

CLEANING SERVICES

KEC provides cleaning of all public areas, including restrooms and lobbies before, during, and after events, as well as all uncarpeted aisles and trash cans in the exhibit hall during show hours at no additional cost to you. Cleaning does not include vacuuming of carpets in the exhibit hall or any other janitorial services for the individual exhibit booth, unless arranged with event management prior to show start, for a prevailing fee. The Licensee of an exhibit hall will be responsible for the removal of all trash, crates, lumber, tape, floor decals, stickers and packing materials brought in by exhibitors and/or contractors before the show opening, during the show, and through move-out. Any costs incurred by KEC for trash not removed by the Licensee will be charged to the Licensee at the prevailing rate. The exhibit hall floor should be left in the same condition as when Licensee took possession. Meeting and ballrooms used for non-conference events, including exhibits, are the responsibility of the show cleaning contractor. In the absence of a show cleaning contractor, KEC cleaning staff will provide the necessary cleaning at prevailing rates. Use of confetti, streamers, glitter, make-up, etc. may require additional cleaning. Contact your Event Manager for rates and details.

COAT & LUGGAGE CHECK

KEC staff can operate a coat check room to provide your attendees with a secure place for their coats while attending your event. Contact your Event Manager for more information on locations and rates.

DAMAGES

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

DECORATIONS & SIGNS

Within all public spaces, lobbies, concourses, mezzanines, covered walkways and the like, banners and static/ digital signage remain the exclusive right of Kentucky Venues. Should a Licensee desire to sell sponsorships or place revenue-generating signage, a buyout shall be negotiated. Licensee may at times be permitted to place signage in lobbies and concourses as a part of registration and exhibits. Such installation must be approved by the Event Manager. These advertising opportunities will provide exposure to your attendees and create sponsorship opportunities for exhibitors to increase their ability to attract new customers and increase brand awareness.

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

- · Please do not drill, core, or punch holes in the building
- Signs must be of professional quality
- Handwritten signs are not permitted
- · Signage or décor cannot obstruct or be attached to any fire suppression equipment or exit
- Adhesive backed decals (except name tags) are not permitted. They cannot be given away or used in the venue. Any costs incurred from the use of, or removal of these items will be charged to the Licensee at the prevailing rate



- Helium balloons are not allowed. The Licensee is held fully accountable for ensuring that lighter-than-air objects are not brought into the building by themselves, their vendors, exhibitors, or attendees. In the event of violation and subsequent release of any lighter-than-air objects inside the facility, the Licensee will bear all costs associated with their retrieval, billed at the prevailing rates. Non-compliance with this policy may result in additional penalties.
- Any signs, banners and streamers should not be attached, taped, nailed or otherwise fastened to any ceiling, window, equipment, painted surface or wall of the venue. Any special decorations or signs must be approved by your event manager.
- Confetti/Glitter/Rice are prohibited without prior approval by your Event Manager.
- Anything Kentucky Venues determines is lewd or offensive language are subject to removal
- No permanent markings such as permanent marker, paint is permitted on the building.

DIGITAL SIGNAGE

Usage of digital signage at Gate 1, Gate 6 and I-65 may be available for your event. Contact your Event Manager for more information.

ELECTRICITY

KEC shall be the exclusive electric service contractor, which shall include labor and equipment as required by the Licensee and all show exhibitors. This includes permanent electrical outlets. The additional electrical current that may be required by the Licensee, its' contractors, or its exhibitors shall be paid for by the Licensee or its exhibitors at rates that shall be established by KEC. Any additional equipment shall not be installed unless the Licensee obtains prior written approval from KEC. Licensee shall request any such additional electric current and/or equipment at least two weeks in advance of the first available occupancy date of this License Agreement.

If a KEC team member determines through reasonable information that the power ordered by the exhibitor was less than what is required, the facility has the right to upgrade the power and bill the exhibitor at the prevailing rates for the equipment and services provided. All electric needs must be submitted to the Event Manager 30 days in advance.

EMERGENCY SITUATIONS

To report an emergency, please call **(502) 367-5360**. We require first aid and/or first responders (EMT) on-site, depending on the history, type or location of the event throughout event hours on scheduled event dates. You will need to work with your Event Manager to schedule first aid for your event through the American Red Cross. Refer to emergency procedures and emergency procedure guidelines at the end of the manual.

EQUIPMENT & LABOR

KEC maintains a variety of inventory items to furnish basic sets. Equipment is subject to inventory and availability. Your Event Manager can discuss availability of equipment with you. All KEC equipment must be set up and operated by authorized building personnel. Fees will be assessed if any equipment is moved by unauthorized building personnel or used by Licensee or its participants without event management approval. Rooms will be setup on a one-time basis. Licensee will pay costs for any additional room changes at the prevailing rates. Licensee is responsible for any KEC equipment use. KEC equipment should be left in the same condition as it was before the Licensee's usage.



EVENT COST ESTIMATE

Upon request, clients can be provided an event cost estimate prior to their event. This is only an estimate of what you have preordered through your Event Manager. As your requirements change, so will your estimate of ancillary charges. Audio & visual and food & beverage estimates are provided separately.

EVENT MANAGEMENT

A key element in the success of any event is a consistent level of communication between the meeting planner/ show manager/show organizer and the facility. KEC could assign multiple event managers to handle different facets or stages of your event. Our goal is to make your event run smoothly and for us to have someone available for you when you need them. All event requirements must be coordinated with your Event Manager and approved by Kentucky Venues at least 14 days before the event taking place.

EVENT STAFFING

Venue Services is the KEC exclusive in-house team of employees trained to execute best practices of the guest experience for each event. We empower our staff to implement their knowledge of the facility to exceed safety and security needs for the venue, clients and guests.

Venue Services offers Dock Managers, Security Personnel, Guest Service Reps, Ticket Takers, and Ushers. Staffing requirements are based on the risk level, the volume of people, and square footage of your event. Staff services will be planned, scheduled, and approved through your Event Manager.

Event staffing plans must be submitted to your Event Manager no later than 60 days in advance of an event.

First Aid Staffing Requirements

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

Safety & Security Staffing Requirements

KEC requires safety & security staff on-site for all events. Specific staffing requirements can be determined by contacting your Event Manager. KEC adheres to NFPA (National Fire Protection Association) guidelines through state regulations. Licensee is required to provide safety & security staffing necessary to protect property owned by the Licensee and adequate security staffing that will provide a safe environment for guests.

EXCLUSIVE SERVICES

- Electrical, compressed air, water and natural gas
- Food and beverage provided by Kentucky Venues' exclusive caterer
- Telecommunications, internet, cable/satellite connections
- Venue Services
- ATMs

NOTE: Please check with your Event Manager as our exclusive service providers may change.



FACILITY REGULATIONS

- All Exhibitors are subject to the Fire Marshal Regulations of the Commonwealth of Kentucky and health guidelines issues by the Kentucky Department for Public Health
- Hanging of signage is strictly prohibited from sprinkler lines, water, gas, or air lines, HVAC ductwork, electrical buss ducts or any other lines. Items found hanging on prohibited structures will be removed at owners' expense
- No holes may be drilled, cored, or punched in the building without prior written approval from facility management
- No adhesive backed (stick-on) decals, advertisements or similar items may be distributed
- Decorations, signs, banners, etc. may not be taped, nailed, stapled, or otherwise fastened to the ceilings, walls, doors, painted surfaces or columns without prior written approval from facility management
- No lighter-than-air (helium, etc.) balloons are permitted in any building. It is a violation of the City of Louisville ordinance to release lighter than air balloons into the atmosphere
- Passenger elevators and escalators are not to be used for transporting freight from level to level
- No door shall be chained or blocked in any manner or rendered inaccessible at any time
- No furniture shall be removed from the VIP suite or South Wing Board rooms. The conference tables shall not be moved around within these rooms
- No bicycles are to be operated indoors without prior written approval from facility management. No, skates, razor scooters, skateboards, hoverboards, etc. are permitted to be used in or on property
- No group or individual may sell items on the property without prior written approval of the Licensee and facility management
- Pamphlets, flyers, or any such advertising or informational materials cannot be distributed in non-licensed areas or parking areas. Such materials can only be distributed from exhibitor booths with the consent of show management. Clean up for non-authorized materials will be billed to the advertiser
- Tipping an employee is strictly prohibited

FLOOR CARE

In an effort to minimize any damage to facility floors, KEC requires that all Licensees, exhibitors, contractors, and subcontractors comply with the following guidelines:

- Any freight going to the meeting rooms and lobby space will require extra care to protect the carpet/ tile. Where possible, all movement MUST take place through the service corridors. Any counters that will sit directly on the tile will need carpet to remain under them. Pallet jacks will be used on the visqueen over the carpet. Under NO circumstances will a forklift be used to transfer freight at any part of the carpet
- For the floors in our exhibit hall, KEC requires the use of carpet tape, and floor marking tape. Any costs incurred by KEC for tape or tape residue/stickers not removed will be charged at the prevailing rate
- Plywood must be placed on our floor and under all items for those events that bring in mulch, dirt, rocks, bricks, etc. for use as exhibit materials. These items cannot be dumped directly on the floor without plywood protection
- All tape and residue marks must be removed from the exhibit hall floor and disposed of immediately after the show. Duct/masking/scotch tape is not permitted for use in the facility. Any costs incurred by KEC for tape not removed by the Licensee will be charged at the prevailing rate to the Licensee
- Freight items are prohibited from entering the property through the lobby doors. This includes large carts and dollies



FLOOR PLANS

KEC requires submission of the event floor plan to scale sixty (60) days out for review, approval and submission to the Compliance Officer. Floor plans must include event name and date, designer and origination date, the total number of booths, dimensions and total net square footage. In addition, exits should be unobstructed and marked and all columns/utility ports must be included. Failure to submit floor plans 60 days out may result in additional fees. <u>Click here</u> to view floor plans online.

FOOD & BEVERAGE POLICIES

Levy Convention Centers is the exclusive food & beverage provider for the Kentucky Exposition Center. No food or beverage of any kind will be permitted to be brought into the venue by the patron or patron's guests or invitees without prior written approval from the General Manager. Food & beverage items may not be taken off the premises. Your Levy Catering Manager can assist with all your food and beverage needs, including:

- Menu selection, pricing, and presentation
- Specialty food service for exhibitors
- · Concessions in the main concourse and exhibit halls
- Exhibitor booth catering
- Banquet catering
- Alcohol sales and service
- Product sampling

For more info, <u>click here</u>.

FORK LIFTS & HEAVY EQUIPMENT

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

FREIGHT ELEVATORS

Freight elevators weight limits are as follows:

South Wing C - 20,000lb Freedom Hall - 10,000lb Catering - 6,000lb

Transportation of dollies, oversized luggage, boxes or freight and tool boxes is prohibited on escalators. Freight is prohibited on passenger elevators.

The freight elevators at the Kentucky Exposition Center are located in the South Wing C service corridor near E-20 overhead and inside Freedom Hall in the southeast corner.



GRATUITIES

KEC prohibits any employee from accepting loans, advances, gifts, gratuities or any other favors from parties doing business with KEC. Show management, service contractors and exhibitors should refrain from any such activity.

HELICOPTERS

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

HOURS

During move-in and move-out, hours provided are 8 a.m. to 6 p.m. and show hours are 8 a.m. to 11:59 p.m. Events that go over these set hours will be billed at the prevailing rates.

INSURANCE & INDEMNITY

Licensee shall secure and maintain during the entire Term Commercial General Liability Insurance. Licensee shall provide coverage with a minimum limit of \$1,000,000.00 per each occurrence. Such policy shall include the Board, specifically written as <u>Kentucky State Fair Board and Kentucky Venues</u>, its members, directors, officers, employees, and agents as an additional insured and shall cover liability arising from Premises and operations, independent contractors, products and completed operations, personal and advertising injury, assault and battery and liability assumed under this License to include a per location aggregate.

The Certificate of Insurance must be received 30 days prior to move-in.

LIGHTING

Lighting will be maintained at a reduced level during move-in/out and full lighting will be provided during show hours.

LOBBIES & PRE-FUNCTION SPACE

Lobbies are generally not licensed spaces and must always be kept open for public access and used within specific guidelines set forth by Kentucky Venues. Although there will, on rare occasions, be lobby space included with a license, this area is understood to mean registration and exhibit footprints only.

LOCKS & KEYS

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



LOST & FOUND

KEC has a lost and found located in the Security Office located between Freedom Hall and the North Wing lobby. Please visit <u>kyexpo.org/lost-and-found</u> for, a list of all lost and found items. KEC is not responsible for lost items. All lost and found items will be delivered to the Security Office, unless otherwise instructed by the show manager.

MOVE-IN/MOVE-OUT

Under no circumstances shall anyone attempt to move-in or out any materials through the main entrance areas of the facility. KEC pre-function spaces must be protected with visqueen or other approved covering to move-in or out exhibits, registration counters and materials, freight, etc. onto carpeted and tiled areas. Under no circumstances should show management allow move-in to start earlier than the contracted time unless approved by the Event Manager. Nor should the move out time be adjusted without the approval of the Event Manager. A dock master is REQUIRED to accompany loading and unloading exhibits and materials.

NOISE GUIDELINES

KEC has a responsibility to ensure the quiet enjoyment of the facility for all of our clients. Show management should inform event management of any expected musical presentation, rehearsals, or loud activities in advance. Live entertainment should not be scheduled without approval and coordination with your Event Manager. KEC retains the right to regulate the volume of any audio that interferes with any other Licensee's use of contracted space within KEC. Use of speakers in pre-function areas is prohibited.

OCCUPANCY LOADS

Occupancy totals change as room set-up changes. The maximum occupancy is based on an empty room. After room set-up is determined, your Event Manager will be able to give you the occupancy load of the room requested. Additional requirements may be in place from the Local Health Department.

OUTDOOR EXHIBITS

Outdoor Exhibit space may be provided on a license-basis and is subject to the same floor plan approval as all other events. A permit is required from the Kentucky Department of Housing, Buildings and Construction, to erect or operate an air, supported temporary membrane structure or tent having an area above 400 square feet or a canopy above 400 square feet. A canopy is defined as a temporary structure of fabric or pliable material supported by any means except the air of the contents it protects and is open without sidewalls on 75% or more of its perimeter. The Kentucky Department of Housing, Building and Construction also requires all tent models be submitted for approval. All tents and temporary structures must have a structural engineer's stamp of approval from the state of Kentucky. Tents must have model approval and site placement approval. Depending on usage of the Tent, additional approval from Fire Marshall or Electrical Inspectors could be needed. Stages and elevated platforms will need same approval from HBC. Reference section 430, temporary structure for housing, building, and construction.



PARCEL & TRUCK INSPECTION

KEC Security has the right to inspect all vehicles, cartons, packages and other containers entering or departing the property.

PARKING

The Kentucky Exposition Center has multiple lots surrounding the facility, comprised of asphalt, gravel and grass. Parking fees can change based on demand; fees are subject to 6% sales tax. Consult your event manager for pricing information. The availability of specific lots may be limited due to weather or other contracted events. There are no in-out privileges provided unless in-out parking passes are being sold for your event. Parking is on a first come, first served basis. Visit <u>kyexpo.org/parking-directions</u> for directions.

PARKMOBILE ADVANCE PURCHASE

ParkMobile is the official online parking processor for the Kentucky Exposition Center and Highlands Festival Grounds. Parking passes are only applicable for passenger cars/trucks only.

PETS & ANIMALS

Except for service animals, animals are not permitted inside the facility without advanced approval. KEC uses the definition provided by the ADA, a dog that is individually trained to do work or perform tasks for a person with a disability. Service animals must be harnessed, leashed or tethered unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In this case, the individual must maintain control of the animal through voice, signal, or other adequate controls.

Required permits must be shown for all animals involved with a show. Contact the assigned Event Manager for details.

PYROTECHNICS & SPECIAL EFFECTS

The use of pyrotechnics, fog machines, hazers, etc. within KEC is strictly regulated by the State Fire Marshal and must be approved before the date of the event. Contact your Event Manager for additional details.

ROOM SETUP

The initial room set is complimentary for all ballrooms and meeting rooms, which are set theater, classroom, conference, banquet or reception style. Upon request, table skirts or cloths may be provided for a fee. Exhibit Hall sets are not included, and equipment will be invoiced as ordered. All sets are contingent upon available inventory during the term of the License Agreement. Subsequent turnover fees will be assessed beyond the complimentary set for turnovers. Please see your Event Manager for details. **Changes to the approved room set up five (5) days or less before the first move-in day will be charged at the prevailing rate.** This includes, but is not limited to, the addition or removal of inventory, e.g., tables, chairs, risers and performance staging.

RV PARKING

Prices are subject to change. All RV fees are payable upon arrival. Limited sites with water and sewer hookup, dry camping available as well. All receipts and reservations are non-transferable. Effective January 1, 2023, a 6% sales tax will be charged on all overnight camping.



SAFETY & SECURITY

KEC maintains 24-hour security primarily for monitoring facility perimeters and parking lots. All clients of KEC are responsible for complete security within exhibit areas, meeting rooms and other areas leased and used by the client. KEC Public Safety department shall have final approval of security within the facility. Additional security is available at prevailing rates through Venue Services. KEC safety and security can be contacted at **(502) 367-5360**. Kentucky Venues follows the current National Fire Protection Association (NFPA) Life Safety Code requirements for Trained Crowd Managers in public assembly venues. One (1) Trained Crowd Manager is required for every 250 guests.

Minimum Requirements

- Loading Dock Area (2) Dock Masters during move-in and move out times may be required for specific events
- Entrance and exit areas to be used by exhibitors, guests, the general public
- EMTs may be required to be on-site during show hours depending on the risk level of the show
- General areas in use when multiple events necessitate pedestrian traffic management which many include exhibit halls and pre-function space

SALES & USE TAX

Commercial exhibitors must collect sales tax as required by the Kentucky Department of Revenue.

Effective January 1, 2023 Kentucky state sales tax will be imposed on rental space and certain services, including parking. To maintain the required compliance with this change, all events, with the exception of non-profit organizations and clients presenting a Kentucky re-sale certificate, contracted after February 25, 2022, will have final invoices reflecting the required sales tax on the rental of event space. Please contact your sales manager with any questions. Per KRS 139.200 (AG) (AJ) Effective January 1, 2023.

Visit this website for forms and details: revenue.ky.gov/Business/Sales-Use-Tax/Pages/default.aspx

Contact Information

Kentucky Department of Revenue Division Sales & Use Tax Station 67 POB 181 Frankfort, KY 40602-0181

P: (502) 564-5170 F: (502) 564-2041

SERVICE DESK

KEC staff will provide an exhibitor services representative to assist exhibitors with ordering KEC services during exhibitor move-in/out hours. Speak to your Event Manager about services that may be available for your event.



SHIPPING

KEC will accept advance shipments of freight or materials before the contracted move-in date. All shipments delivered to KEC after the official move-in date shall be addressed to the attention of the show contractor. Under no circumstances will cash on delivery be accepted by KEC. If you have questions regarding shipping or receiving, please contact your Event Manager. If any labor is required by KEC staff, the exhibitor or show will be charged the prevailing rates for all laborers and equipment used. Freight is the Exclusive Right of KEC.

SOIL, WATER & GARDEN DISPLAYS

Displays must use a protective coating of fire-retardant plastic, visqueen (minimum 6 ml), plywood or Masonite to protect the floor and all facility equipment. Curbing must be used to retain loose materials and prevent leaks and water seepage. Licensee is responsible for any associated cleaning and/or damage incurred.

TECHNOLOGY SERVICES

Kentucky Venues is the exclusive technology services provider for Kentucky Exposition Center's infrastructure.

Services

- Multiple high-speed, gigabyte internet connections
- Dedicated and shared internet access from 3MB to 1GB
- · High-Density Wireless in Class A exhibit halls and meeting rooms
- Dedicated Wireless SSID's & buyout for marketing opportunities
- · Daily Wi-Fi Access available for purchase
- VLAN Setup and Configuration
- Fiber Optic Dry Pair

Voice Support

- VoIP Service
- VoIP Handset Rental
- Long-distance service

Network Support

· On-site tech staff to assist with configuration needs and support during your event

Other Features

- Network equipment rental
- Specialized quotes as needed for your event

For more detailed information, please contact your Event Manager.

TICKETED EVENTS

Should Licensee's use of the property involve an event for which tickets are sold, Licensee must use the exclusive event staffing and security of Kentucky Venues to staff ticket sellers and takers. If an internet or professional ticketing service is required, it shall be at the sole discretion of Kentucky Exposition Center Ticket Office to provide exception. The Kentucky Exposition Center is a Ticketmaster Facility. Additional box office fees may apply.



TRANSIENT VENDOR LICENSE

If you are a person/business selling or offering to sell new merchandise to the public on temporary premises and do not have a permanent, fixed location in Kentucky where the business is conducted you are considered a vendor. A transient vendor can be both a Kentucky resident or an out of Kentucky resident. Permits can be obtained by visiting **jeffersoncountyclerk.org/official-documents**/.

VEHICLES, GOLF CARTS & MOTORIZED SCOOTERS

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

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

VENUE SERVICES

The Licensee shall be required to use Venue Services for the event, including, but not limited to, all box office personnel, ticket sellers, ticket takers, ushers, concierges, event security, and such other personnel as KEC, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request. The costs of such personnel will be charged to the Licensee unless otherwise agreed upon with KEC.

Kentucky Venues follows the current National Fire Protection Association (NFPA) Life Safety Code requirements for Trained Crowd Managers in public assembly venues. One (1) Trained Crowd Manager is required for every 250 guests.

See page 10 for Event Staffing.

WEIGHT LOADS

Weight load limits must be adhered to throughout the facility. Please contact your Event Manager with questions regarding weight load limits for specific locations. A specification of weight loads are required 60 days in advance of your event.



ADDITIONAL POLICIES

Alcoholic Beverages

Levy maintains the exclusive license to sell alcohol at KEC by maintaining an NQ-1 Retail by the Drink, Extended Hours Supplemental, Special Sunday Retail Drink, and NQ Retail Malt Beverage Package Licenses. No outside alcohol or beer may be brought onto the premises for sale or consumption. Any questions related to purchase of alcohol during your event should be directed to Levy.

Compliance With Laws

The Licensee shall not discriminate against any person. Licensee shall not directly or indirectly display, circulate, publicize or mail any advertisements, notices, or communiqués, which state or imply that any facility or services shall be refused or restricted due to discrimination.

Confederate Battle Flag Merchandise

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

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

Drone Policy

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

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

In order to ensure the safety of all patrons at the Kentucky Exposition Center and Kentucky International Convention Center, drones are allowed on the property with the following requirements:

- Drones are not allowed inside any Kentucky Venues facility during move-in, show hours, and/or move-out without the express written consent of Kentucky Venues
- Drones are not allowed outside any Kentucky Venues facility without the express written permission of Kentucky Venues and the FAA
- Drones are not allowed to fly over nor hover above areas with people. Examples include: standing crowds, occupied exhibit space, seating areas and pre-function space
- Drones may fly over occupied stages if a written waiver of liability is filed between the drone operator and stage performers. Signed waivers must be submitted



If the Licensee would like to use a drone, a written request needs to be submitted to the event's Event Manager and the Director of Safety and Security of Kentucky Venues for review and approval:

- Name of pilot operating the drone
- · Pilot's experience level and other events they have flown the drones
- Type of aircraft (Quad Copter, Helicopter, Airplane, etc.) and make and model
- Frequency used
- Proposed payload and payload weight
- Time(s) the drone will be in operation
- Location(s) the drone will be operated (Flight Plan)
- If a Licensee would like to attempt to fly the drone outside of the building, The FAA approval must be secured and presented to the facility management.
- · Copy of Drone Liability Insurance with one million dollars in coverage.

Licensee is liable for any and all damages to persons, property, and any litigation arising from the use of drones or UAVs operating on or in any Kentucky Venues facility.

Kentucky Venues and its employees shall be held harmless as a result of any operation of a drone or UAV on or in any Kentucky Venues facility.

Fire Marshal Requirements

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

Kentucky Venues follows the current National Fire Protection Association (NFPA) Life Safety Code requirements for Trained Crowd Managers in public assembly venues. One (1) Trained Crowd Manager is required for every 250 guests.

- Accurate-to-scale floor plans for the entire show shall be submitted to the Kentucky State Fire Marshal's Representative (KSFM Representative) in care of the Kentucky Exposition Center not less than 60 days prior to move-in and setup of the area being reviewed. Plans shall be dimensioned as well as show size and location of booths, exits and aisles. One additional reviewed plan will be returned to the Licensee, if requested, subject to an on-site inspection by KSFM Representative.
- 2. The display and operation of any cooking or heat producing appliances, pyrotechnics, use or storage of flammable liquids, compressed gases or any other process deemed hazardous by the State Fire Marshal must have advance approval by the KSFM Representative before it is brought to the Kentucky Exposition Center.
- 3. Any motor vehicles, gasoline-powered equipment, tools, etc., on display shall have their batteries disconnected. All fuel tanks that are not equipped with locking gas caps shall have the gas caps sealed with tape. All such fuel tanks shall be less than one-fourth full. Absolutely no storage of any fuel in any building.
- 4. No parking of any vehicles, unless approved, is allowed in the building or loading docks. Cars and trucks shall be removed immediately after loading or unloading.
- 5. Decorations and displays shall not block or impede access to fire protection equipment (smoke detectors, sprinklers, fire extinguishers, exit markings, exit doors or emergency lighting equipment.).
- 6. All decorations shall be fire retardant. The decoration companies/exhibitors shall be prepared to provide certificates of flame spread on all decoration items. Items that are not properly fire retardant shall be removed.



- 7. All exhibits, signage and displays must be "Open Top" and not interfere with the facility fire detection and suppression system.
- 8. "Closed Top" displays including canopies, horizontal signs, displays with roofs and multilevel displays. Closed top displays must have prior written approval from the KSFM Representative. Approval requests for multilevel displays must be submitted 90 days in advance of the show and include stamped engineer drawings of the structural components. Enclosed displays must have a working smoke detector, which is audible outside of the enclosure, and a fire extinguisher (2–A:10B:C at minimum).
- 9. During occupancy hours, aisles and exit doors shall be maintained free of all obstructions and unlocked for immediate use in the event of an emergency.
- 10. Signs designating exits and the direction of travel to exits approved by the KSFM Representative shall be provided by the Licensee and in place prior to the show's opening.
- 11. Additional fire extinguishers may be required at the discretion of the KSFM Representative.
- 12. All electrical devices and installations shall be in accordance with the applicable provisions of the National Electrical Code. All electrical devices must be listed by an approved listing agency (Underwriters Laboratories, Factory Mutual or Underwriters Laboratories Canada). All electrical extension cords used shall be of the heavy-duty type (at least 14-gauge wire). Lightweight cords of the lamp cord variety are prohibited: any cords and or devices that present a hazard will be subject to confiscation.
- 13. All Licensees, exhibitors and show personnel shall adhere to all other fire safety laws, regulations and codes that have been duly adopted
- 14. Kentucky Venues shall require security where occupants are allowed to reside overnight inside of any state-owned structure on the grounds. Security personnel shall be familiar with emergency response in the event of fire or other emergency, and perform regular surveillance of the areas where lodging occurs.
- 15. Licensee shall provide a list showing the number and location of persons boarding/dwelling overnight within the general vicinity of their exhibits.
- 16. It shall be the responsibility of the Licensee/show manager to see that the above regulations are followed.
- 17. Licensee will be responsible for making key personnel (including security) aware of and familiar with the facility's emergency procedures, which would include (but not be limited to) fire, bomb threats, inclement weather, etc.

Firearms Policy Licensee

As state government facilities, Kentucky Venues does not prohibit persons able to lawfully possess a firearm from carrying concealed firearms or open carry firearms on the premises at either the Kentucky International Convention Center or the Kentucky Exposition Center. At their discretion, individual Licensees of Kentucky Venues shall have the option to restrict firearms during their event in the exhibit hall, ballroom, meeting room, outdoor, or other area leased by the Licensee. Staff of Kentucky Venues shall contact law enforcement in the event of any alleged illegal patron conduct.

First Aid Policy

Kentucky Venues has established the following First Aid Policy for the Kentucky Exposition Center (KEC):

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



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

Broadbent Arena

All Events: One (1) team

Freedom Hall

Sporting Events: One (1) team per each seating level used All Other Events: One (1) team

North Wing, South Wing, West Wing & Pavilion

All events in the North Wing, West Wing and Pavilion will have one (1) team per non-adjacent area. For the South Wing (A, B, and C), there will be one to three (1-3) teams based on the show/shows taking place at that time.

Other Areas (Meeting Rooms, East Hall, West Hall & Outside Areas)

First aid requirements to be determined by Event Manager (Unless the history of the event or other information would indicate a need for first aid. This will be determined by Kentucky Venues Pubic Safety Manager.)

Livestock Shows

All Events: Based upon history of the event or similar events.

One team consists of (2) people trained and certified as an Emergency Medical Responder or higher certification in the Commonwealth of Kentucky.

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

- Type of event
- History of the event or similar events
- Anticipated attendance
- · Resumes, work experience and references of team members

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

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

- Provide Kentucky Venues proof of liability insurance
- Provide copies of BLS and CPR Certifications of first aid team members including contact information and a photocopy of identification
- Provide resumes, work experience and references of team members
- Provide approved communication between first aid team members and Licensee as well as with Kentucky Venues staff. Communication can be by two-way radio or telephone
- Be familiar with the Kentucky Exposition Center facility and emergency procedures



- Provide the following basic first aid supplies and equipment: two way radios for communication; gauze bandages; non-stick sterile, rolled, flexible or stretch gauze; bandage tape, adhesive strip bandages; triangular bandages; splints of various sizes; ladder splints; eye dressing or pads; crash scissors; tweezers; safety pins; thermometers; flashlights; disposable latex gloves of all sizes; wheel chair; back board; peroxide; alcohol; antibiotic cream; finger splints; tongue depressors; alcare foam; sterile water; blood pressure cuffs; stethoscopes; sterile burn sheets; large and small combine dressings; AED; and other supplies as needed
- Maintain and provide a log to the Assistant Director of Security containing the minimum information of the name of patron, date and time of the services sought by the first aid provider. This requirement is not intended to impede the HIPPA, but rather provide the facility with a measurement of usage of first aid services during the event.
- · Maintain medical and treatment records in accordance with all HIPAA laws and regulations

Items Representing Racist Ideology

The Kentucky Venues strives to create an environment on its premises, including the Kentucky Exposition Center and the Kentucky International Convention Center and its surrounding licensed properties, a welcome environment for all, regardless of race, color, ethnicity or cultural background and recognizes that certain items that clearly represent racist ideology including but not limited to Ku Klux Klan items, items reproduced since World War II denoting swastikas are offensive to many persons; therefore, while the Kentucky Venues itself does not sell or giveaway any merchandise that resembles the aforementioned, the Kentucky Venues hereby prohibits the sale or giveaway of any merchandise on its premises that resembles the aforementioned items. This policy shall become a ban on the sale or giveaway of any of the merchandise offered for sale or giveaway at the Kentucky Exposition Center and the Kentucky International Convention Center as described above.

Minor Attendance Policy

Attendance age and custodial care requirement

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

Kentucky Venues welcomes children to attend events at our facilities and properties. However, the safety and well-being of children on the premises of Kentucky Venues are of serious concern. It is the intention of this policy to enlist the cooperation of parents and other adults responsible for children to ensure that our facility provides a safe and pleasant experience for all. Responsibility for children attending the facilities rest with the parents/guardian/assigned chaperone, not with Kentucky Venues personnel.

Children and minors are classified as any youth under eighteen years of age.

Chaperone by definition, will include parents, coaches, teachers, other parents, organizational leaders and show managers having responsibility for children. Siblings and babysitters over the age of sixteen and having a means of transportation to and from the facility will also be considered a valid chaperone.

Unattended Children

Children age eleven and younger are required to have a chaperone with them at all times.

Children age twelve and thirteen are required to have a chaperone with them on-site while attending events operated at Kentucky Venues.

If a child in these age groups is found unattended, the staff will attempt to locate the chaperone and inform him/her of the rules. If a chaperone cannot be found, the police will be called for assistance to determine the child's parent/caregiver.



This is a particular concern in inclement weather, after dark, and at the closing of the facility. All children should have the telephone number of someone who can assist them in an emergency. When the safety of an unattended child is in doubt, the parent or responsible caregiver cannot be located, or if the facility is closing, staff is authorized to call the police and stay with the child until the police arrive.

Disruptive Children

Disruptive behavior is considered to be behavior that represents a physical danger to the child or others, or behavior that interferes with other patrons or staff. Disruptive behavior that is unacceptable includes, but is not limited to:

- Running, chasing, horseplay
- · Screaming, shouting, yelling, or other intentional nuisance noise
- · Abnormal, erratic behavior that hinders normal facility use
- Pushing, hitting, fighting, biting
- Bullying
- · Jumping on furniture or event displays
- Uninvited loitering or trespass on Kentucky Venues property
- · Gathering in unsupervised disruptive juvenile groups
- Playing on or around escalators and elevators

Staff will approach disruptive children in the following manner:

- Give a verbal warning to the child, indicating that such behavior is disruptive to others and is unacceptable.
- If the disruptive behavior continues, we will approach the chaperone with the same warning. If the child is unattended and under the age of thirteen, the staff will seek an appropriate resolution that is safe to the child's welfare and seek to remove them from the property by returning them to their parent or guardian.
- Continuously disruptive unaccompanied children over the age of fourteen will be directed and escorted to leave the property. Before removal, every attempt will be made to contact a guardian for pick-up.
- If the disruptive behavior continues at any age and an appropriate return to guardianship cannot be reasonably acquired, police assistance will be utilized.

Minor Age Guide

0-11 requires a chaperone to be with the child at all times.

- 12-13 requires a chaperone to be on-site.
- 14-17 can attend without a chaperone.

16-17 can act as a babysitter or chaperone, must have access to transportation to and from the site.

Tobacco-Free Policy

All indoor facilities are designated as smoke-free spaces. There is a ban on all tobacco products including, but not limited to snuff, dip, chewing tobacco, electronic cigarettes, and vaporing devices indoors. Smoking is permitted outdoors but must be done a minimum distance of 25 feet from building entrances. This policy is strictly enforced and violators are subject to removal.



CONTACTS

Mailing Address

Kentucky Exposition Center P.O. Box 37130 Louisville, KY 40233-7130

Shipping & Receiving

Kentucky Exposition Center Show Name, Booth Number and Contact Phone Number 937 Phillips Lane Louisville, KY 40209

Gate Addresses

Gate 1: 937 Phillips Lane, Louisville, KY 40209 Gate 2: KFEC Gate 2 Road, Louisville, KY 40209 Gate 4: KFEC Gate 4 Drive, Louisville, KY 40209 Gate 6: 3328 Preston Highway, Louisville, KY 40213

Levy Restaurants

937 Phillips Lane Louisville, KY 40209 Catering: kec-sales@levyrestaurants.com Concessions: hmckenzie@levyrestaurants.com

Prestige AV & Creative Services - Kentucky Venues

937 Phillips Lane Louisville, KY 40209 Louisville@prestigeav.com 502-650-9153







Kentucky Venues 937 Phillips Lane Louisville, Kentucky 40209 <u>kyvenues.com</u>

EVENT INFO Please include a preliminary layout of you		bmitting this document.			
Event Name					
Event Date					
Estimated Attendance*	Peak Attendar	ce**			
Event Hours					
Type of Event		eater 🗌 Livestock 🗌 Other:			
Utilized Public Space					
Event Notes/Typical Attendees					
Method of Tracking Attendance 🗌 Registration 🗌 Tick	ets Other:				
THIS SECTION FOR	OFFICE USE	ONLY			
Number of Exits	Location of Ma				
Number of Entries	Location of Ma	Main Entrance			
Ticket Takers/Badge Checkers					
Shared Lobby With Other Events Yes No					
Pre-Event Approved Staffing Levels	Peak L	evels			
Justification					
APPRO	VALS				
Event Manager		Date			
Fire Marshal		Date			
Venue Services		Date			

CLIENT ACKNOWLEDGMENT

Client Signature _____

_____ Date _____

Staffing levels are subject to change based on updated attendance numbers and/or additional information.

INSURANCE REQUIREMENTS



Kentucky Venues requires that all lessees provide general liability insurance for its properties (Kentucky Exposition Center and Kentucky International Convention Center) issued by a company acceptable to the Fair Board or its designee, insuring both the lessee and the facility with the appropriate policy limits as described below to insure against claims or damages.

Licensee shall secure and maintain during the entire term Commercial General Liability Insurance. Licensee shall provide coverage with a minimum limit of \$1,000,000.00 per each occurrence. Such policy shall include the Board, specifically written as Kentucky State Fair Board and Kentucky Venues, is members, directors, officers, employees, and agents as an additional insured and shall cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, assault and battery and liability assumed under this License to include a per location aggregate.

Licensee shall maintain these policies with companies satisfactory to the Board. All insurance shall be from responsible companies duly authorized to do business in the Commonwealth of Kentucky. Such insurance shall be primary coverage. Liability policies shall provide that the Board is an additional insured as to the Licensee under this License. The insurance coverages and limits required shall be evidenced by a properly executed Accord 25 Certificate of Insurance form (or its equivalent). Licensee shall submit a copy of the certificate(s) on or before the 30th day prior to the beginning of the License Term. In the event that Licensee fails to submit the certificate(s) verifying the minimum coverages and amounts specified herein, the Board, at its own discretion, may declare this License void. The insurance coverages required herein are to be primary to any insurance carried by the Board or any self-insurance program. Licensee shall ensure that all of its contractors and subcontractors carry adequate types and limits of insurance. The acceptance of delivery to Board of any Certificate(s) of Insurance evidencing the insurance coverage and limits required hereby, does not constitute approval or agreement by the Board that the insurance requirements have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the requirements herein.

If you or your insurance company has any questions regarding these requirements, please contact the appropriate sales team below.

Send Certificates of Insurance to:

Sales Department **Kentucky Exposition Center** PO Box 37130 Louisville, KY 40233-7130

Phone: 1 (800) 618-5151 Email: sales@kyvenues.com Sales Department **Kentucky International Convention Center** 221 South Fourth Street Louisville, KY 40202

Phone: (502) 595-3525 Email: kiccsales@kyvenues.com



KENTUCKY VENUES PROPERTIES Kentucky Exposition Center / 937 Phillips Lane / Louisville, KY 40209 / <u>kyexpo.org</u> Kentucky International Convention Center / 221 South Fourth Street / Louisville, KY 40202 / <u>kyconvention.com</u> DocuSign Envelope ID: 0D1BE234-883C-465F-8BD3-50B19BABFFFA



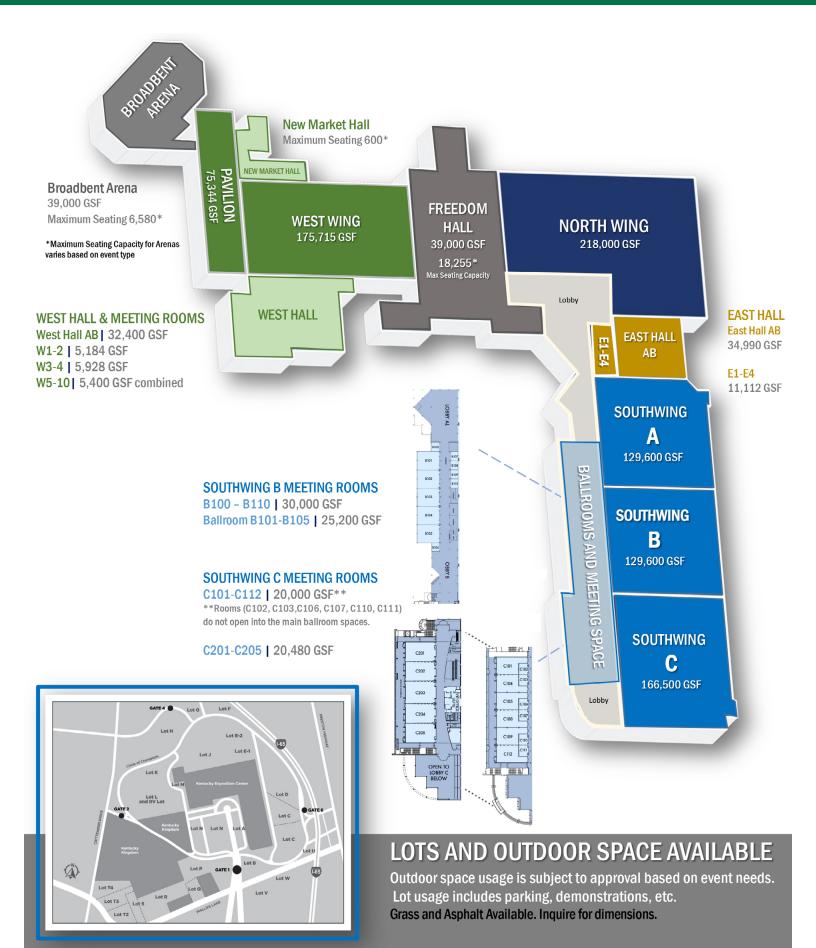
CERTIFICATE OF LIABILITY INSURANCE EXAMPLE

ACORD CERT	TIFIC	CATE OF LIA	BIL	ITY IN	ISURA	NCE	DATE (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	VELY O URANC	E DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTE	ND OR ALT	ER THE CO BETWEEN 1	VERAGE AFFORDED BY HE ISSUING INSURER(Y THE S), AU	POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy, certificate holder in lieu of such endors	certain	policies may require an er						
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OVERAGES CER	TIFICAT	E NUMBER:	INSURE	RF:		REVISION NUMBER:		
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CLAIMS-MADE OCCUR							\$	4
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POLICY PRO- JECT LOC						COMBINED SINGLE LIMIT	•	
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EXCESS LIAB CLAIMS-MADE						E Terr e o o e rin ier reis	\$ \$	
DED RETENTION \$							5 5	
WORKERS COMPENSATION						WC STATU- TORY LIMITS ER	*	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							\$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI	LES (Attac	h ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
5								
CERTIFICATE HOLDER			CAN	ELLATION				
6			SHO	ULD ANY OF	DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.	NCELI E DE	7
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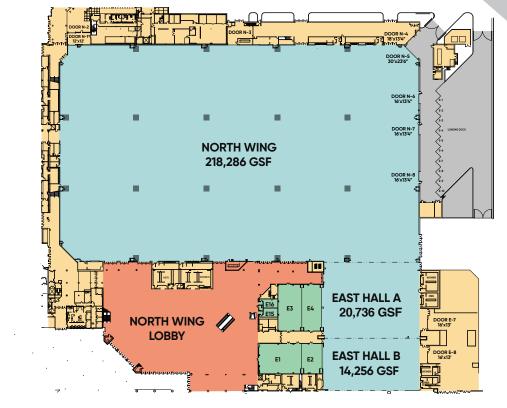
ACORD 25 (2010/05) © 1958-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

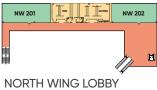
LEGEND	WHAT TO INCLUDE
1	Insurance Agent/Broker Name and Address
2	Event Producer or Vendor Insured Name and Address
3	Contact Information for Insurance Company
4	Must list a minimum amount per event occurrence of \$1,000,000
5	KENTUCKY STATE FAIR BOARD AND ALL OF ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS AND ASSIGNS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY IN REGARDS TO THIS EVENT ONLY.
6	Kentucky State Fair Board and KY Venues PO Box 37130 Louisville, KY 40233
7	SHOULD ANY OF POLICIES OUTLINED IN CONTRACT OR ABOVE BE CANCELLED, 30 DAYS NOTICE OF THE CANCELLATION MUST BE PROVIDED TO HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS.

Full-Facility Overview



North Wing/East Hall Floor Plans





SECOND FLOOR

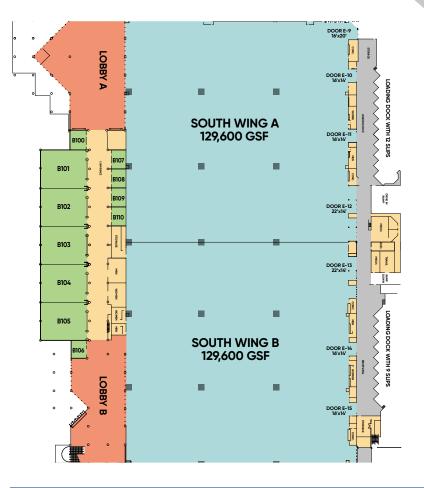
NORTH WING	Total Square Feet	Ceiling Height	Theater	Classroom	Banquet	10' x 10' Booths
North Wing	218,286	15' to 28'	5,400	NA	NA	1,205
NW 201	1,680	X'	240	104	Х	Х
NW 202	1,890	X'	270	120	Х	Х

EAST HALL	Total Square Feet	Ceiling Height	Theater	Classroom	Banquet	10' x 10' Booths
East Hall 1	3,552	16′	428	200	160	20
East Hall 2	1,632	16′	163	76	64	10
East Hall 3	2,964	16′	306	160	112	14
East Hall 4	2,964	16′	233	120	112	14
East Hall 1-2	5,184	16′	670	308	248	30
East Hall 3-4	5,928	16′	631	304	272	28
East Hall A	20,736	23'	3042	1,280	1,232	98
East Hall B	14,256	23'	2106	1,232	784	75
East Hall A-B	34,992	23′	5304	2,304	2,128	75



KENTUCKY EXPOSITION CENTER

South Wing A & B Floor Plans

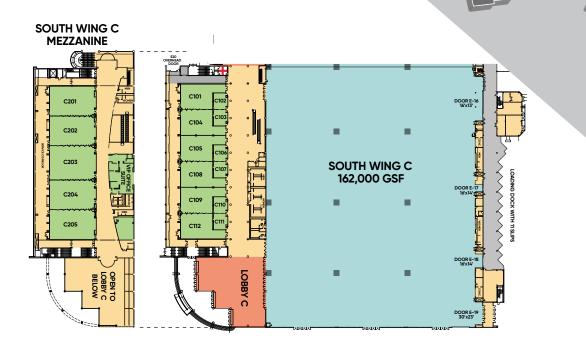


SOUTH WING A & B	Total Square Feet	Ceiling Height	Theater	Classroom	Banquet	10' x 10' Booths
SW A	129,600	27′	├── Cor	ntact KEC for d	etails —	700
SW B	129,600	27	├── Cor	ntact KEC for d	etails —	700
SW A-B	259,200	27′	├── Cor	ntact KEC for d	etails ——	1,400
SW A Lobby	23,800	64' max	├── Con	ntact KEC for d	etails —	NA
SW B Lobby	13,500	52' max	├── Con	ntact KEC for d	etails —	NA
SW B 100	696	14′	55	24	32	NA
SW B 101	5,040	21′	650	252	264	NA
SW B 102	5,040	21′	650	252	264	NA
SW B 103	5,040	21′	650	252	264	NA
SW B 104	5,040	21′	650	252	264	NA
SW B 105	5,040	21′	650	252	264	NA
SW B 106	696	14′	60	24	32	NA
SW B 107	625	9'4"	45	24	32	NA
SW B 108	750	9'4"	60	24	32	NA
SW B 109	750	9'4"	60	24	32	NA
SW B 110	750	9'4"	60	24	32	NA
SW B 101-105	25,200	21′	3250	1,604	1,432	NA
SW B 107-108	1,375	9'4"	105	72	72	NA
SW B 107-110	2,875	9'4"	225	144	168	NA
SW B 109-110	1,500	9'4"	120	72	72	NA

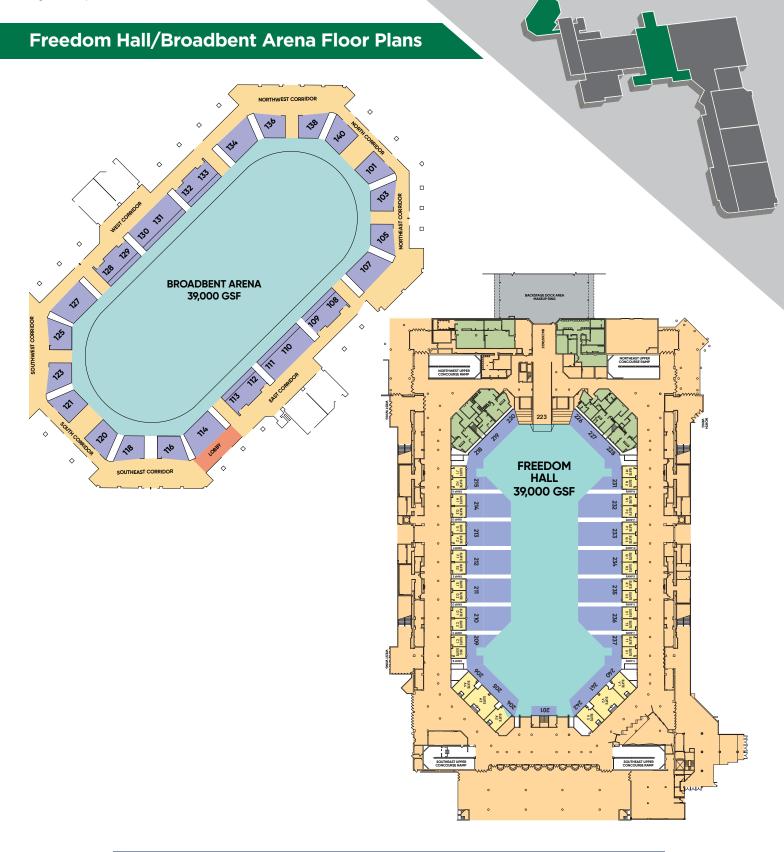


KENTUCKY EXPOSITION CENTER

South Wing C Floor Plans



SOUTH WING C	Total Square Feet	Ceiling Height	Theater	Classroom	Banquet	10' x 10' Booths		
SW C	162,000	27'	├ Cor					
SW C Lobby	13,423	58' max	├ Cor	ntact KEC for d	etails ——	NA		
SW A-B-C	421,200	27'	├ Cor	ntact KEC for d	etails —	2,275		
SWC 101	2,420	16′	280	128	112	NA		
SWC 102	560	12′	42	16	24	NA		
SWC 103	560	12′	42	16	24	NA		
SWC 104	2,420	16′	280	128	112	NA		
SWC 105	2,420	16′	280	128	112	NA		
SWC 106	560	12′	42	16	24	NA		
SWC 107	560	12′	42	16	24	NA		
SWC 108	2,420	16′	280	128	112	NA		
SWC 109	2,420	16′	280	128	112	NA		
SWC 110	560	12′	42	16	24	NA		
SWC 111	560	12'	42	16	24	NA		
SWC 112	2,365	16'	280	128	112	NA		
SWC 101-104	4,840	16′	546	252	224	NA		
SWC 102-103	1,120	12′	124	56	56	NA		
SWC 105-108	4,840	16′	546	252	224	NA		
SWC 106-107	1,120	12′	124	48	56	NA		
SWC 109-112	4,840	16′	546	252	224	NA		
SWC 110-111	1,120	12′	124	48	56	NA		
SWC 201	3,927	21'	575	252	192	NA		
SWC 202	4,004	21'	575	252	192	NA		
SWC 203	4,620	21′	598	280	240	NA		
SWC 204	4,004	21′	575	252	192	NA		
SWC 205	3,927	21′	575	252	192	NA		
SWC 201-205	20,482	21′	3109	1,344	1,152	NA		

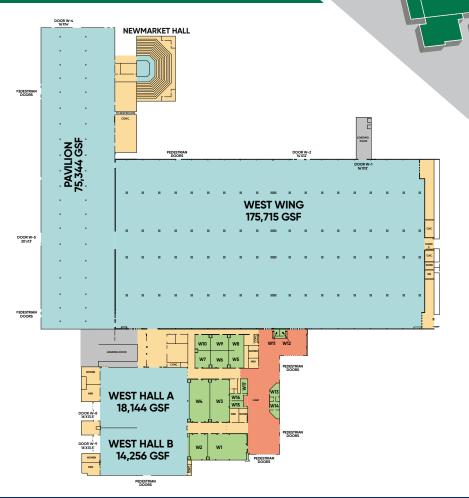


ARENAS	Total Square Feet	Maximum Seating	Permanent Seating	Concert	Seminar	Basketball	Motorsport
Freedom Hall	39,000	18,255	15,587	14,189	14,189	17,357	11,819
Broadbent	39,000	6,580	3,546	6,580	4,597	6,592	3,546



KENTUCKY EXPOSITION CENTER

West Side Event Space Floor Plans



WEST SIDE EVENT SPACE	Total Square Feet	Ceiling Height	Theater	Classroom	Banquet	10' x 10' Booths
West Wing	175,715	15' to 16'	Co	ntact KEC for	details	1,050
Pavilion	75,344	14' to 21'	Co	ntact KEC for	details	381
West Hall 1	3,552	16′	418	200	192	20
West Hall 2	1,632	16′	174	76	64	10
West Hall 3	2,964	16′	372	144	144	14
West Hall 4	2,964	16′	372	144	144	14
West Hall 5	900	14′	87	32	32	NA
West Hall 6	900	14′	90	40	40	NA
West Hall 7	900	14′	87	32	32	NA
West Hall 8	900	14′	87	32	32	NA
West Hall 9	900	14′	90	40	40	NA
West Hall 10	900	14′	87	32	32	NA
West Hall 1-2	5,184	16′	630	308	280	30
West Hall 3-4	5,928	16′	712	328	320	28
West Hall 5-8	1,800	14′	180	72	88	NA
West Hall 5-10	5,400	14′	774	232	248	NA
West Hall 6-9	1,800	14′	236	96	80	NA
West Hall 7-10	1,800	14′	175	64	80	NA
West Hall A	18,144	23′	2400	1,296	1,016	98
West Hall B	14,256	23	1840	864	792	75
West Hall AB	32,400	23'	4117	1,920	1,872	173

WEST SIDE EVENT SPACE	Total Square Feet	Maximum Seating	Permanent Seating	Concert	Seminar	Basketball	Motorsport
Newmarket Hall	NA	600	600	NA	600	NA	NA

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