



**KENTUCKY EXPOSITION CENTER
LICENSE AGREEMENT 24063-01**

EVENT DESCRIPTION: BULLITT COUNTY HIGH SCHOOL GRADUATIONS

TERM: 05/30/26 - 05/30/26

DEPOSIT AMOUNT: \$0

DEPOSIT DUE DATE: 04/15/26

CONTRACT DUE DATE: 04/15/26

THIS LICENSE AGREEMENT (“License”) is made this March 16, 2026 (“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 **Bullitt County Board of Education** whose address is 1040 Highway 44E, Shepherdsville, KY, 40165, (“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 BULLITT COUNTY HIGH SCHOOL GRADUATIONS beginning 05/30/26 and ending 05/30/26 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**

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 (1/10th) 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 \$5,835.00, 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 \$0.00, payable to the **Board**, is due along with this agreement signed by **Licensee** by **04/15/26**. **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: <https://kyexpo.org/payment/>

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

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 actions 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, one hundred percent (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**

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;

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

TO LICENSEE:

Bullitt County Board of Education
1040 Highway 44E
Shepherdsville, KY 40165

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 SEVERABILITY

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.

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: _____

Approved: _____

LICENSEE: Bullitt County Board of Education

By: _____

Signature: _____

Title: _____

Date: _____