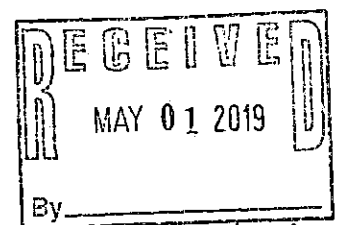


**BLUEGRASS CLASSIC STOCKDOG TRIAL  
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement, made and entered into this 24 day of April, 2019, by and between the Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"), and the Kentucky Border Collie Association, (KBCA) a non-profit Kentucky Corporation, with its principal office located at 4242 Georgetown Road, Lexington, KY 40511, now witnessed as follows:

- I. PURPOSE.** LFUCG and KBCA shall coordinate to host the Bluegrass Classic Stockdog Trial (the "Event") in Masterson Station Park annually, Wednesday through Sunday, on the third weekend of May, with exact dates to be approved and finalized by the Division of Parks and Recreation and KBCA. The Event will consist of one day to erect fencing, one day to open the Event office and coordinate the arrival of sheep. The competition will be held that following Wednesday through Sunday with an additional day for tear-down and departure of sheep.
- II. TERM.** This Agreement shall take effect upon execution and be in effect for one (1) year. This Agreement shall be automatically renewed for four (4) subsequent terms of one (1) year each unless either party provides written notice to the other party within one hundred eighty (180) days prior to the expiration of the initial or an extension term of its intent not to renew the Agreement. Either party will respond to written notice within thirty (30) days of the receipt of the request.
- III. DUTIES**
- A. LFUCG, Division of Parks and Recreation, shall be responsible for the following elements of producing the Event:
- a. Provide three (3) 10x10 tents and one (1) 10x15 tent with sides for novice fields;
  - b. Provide twenty (20) 8ft tables and fifty (50) chairs;
  - c. Provide one (1) 10-row set of bleachers;
  - d. Provide the printing and folding of three hundred and fifty (350) programs (with covers to be provided by KBCA);
  - e. Coordinate with the Lion's Club to provide the field to house sheep from the Saturday before the start of the Event until the Wednesday after the Event;
  - f. Coordinate with Parks and Recreation Maintenance section for park preparation and beautification efforts;
  - g. Provide a front-end loader and a driver to assist with the rebar fencing set up beginning Monday morning, the week before the beginning of the Event;
  - h. Provide and post "No Trailer Parking" signs in front of the dog park fence;
  - i. Post the Event dates and notice of closure for the dog park not less than ten (10) days prior to the start of the Event including both sides of all dog park entrance gates;
  - j. Install a KBCA provided sign at the front of the park not less than ten (10) days prior to the start of the Event. The sign is to be stored and maintained by LFUCG;
  - k. Contact Animal Control prior to the Event regarding the temporary waiver of leash laws;



- l. Not less than fourteen (14) days prior to the Event, publicize and market the Event to major news sources to include: TV appearances, social media, and the Parks and Recreation Activity Guide;
  - m. Take all reasonable steps necessary to ensure that the Event receives all required governmental inspections and approvals;
  - n. Provide a public shuttle service between the Stock Dog Trial and the Kentucky Sheep & Fiber Festival pending available funding.
- B. KBCA shall be responsible for the following elements of producing the Event:
- a. Provide three hundred and fifty (350) program covers to be used on programs;
  - b. Provide completed program design, to be printed by the Division of Parks and Recreation, no later than three (3) weeks prior to the start of the Event;
  - c. Coordinate the arrival of sheep with Park staff;
  - d. Provide the following food vendor documentation to the Division of Parks one week prior to the Event:
    - i. Fayette County Business License
    - ii. Mobile Vending Permit (Fayette County)
    - iii. Certificate of Insurance (Business Insurance)
    - iv. Lexington-Fayette County Health Department Food Manager and Handlers Certificate;
  - e. Coordinate with the Division of Parks maintenance to assist with fencing on Monday morning prior to the start of the Event;
  - f. Provide sheep welfare statement and checklist from Animal Control to ensure that all animals are being humanely treated;
  - g. Provide Event information for marketing;
  - h. Work with Masterson staff to ensure that all campers have completed camping application and permit, attached as Exhibit A;
  - i. Notify campers that they are NOT to arrive before the Monday of the week of the Event, with a minor exception for volunteers arriving early for set up;
  - j. Camping applications and permits are to be collected and stored in the Event secretarial trailer.
  - k. Ensure that all campers and livestock vacate the grounds within 48 hours after the end of the Event;

**IV. ADVERTISING.** All promotional materials shall identify the Event as the “Bluegrass Classic Stock Dog Trial” and shall identify “Lexington Parks and Recreation” and “Kentucky Border Collie Association” as co-producers of the Event.

All promotional materials shall bear the official logo of both LFUCG and KBCA, as provided by LFUCG, or the name of both KBCA and Lexington Parks and Recreation in equal scale and prominence, along with any other title sponsors. KBCA shall submit all marketing and advertising materials related to the Event and intended for public release, along with their proposed release date, to LFUCG for approval as soon as reasonably practicable, but in no case later than fourteen (14) days before the proposed release date, which materials shall not be released to the public unless and until approved by LFUCG.

LFUCG shall not unreasonably withhold its approval of any properly submitted materials. LFUCG shall also publicize and market the Event to major news sources and through social media.

**V. INSURANCE.**

- A. KBCA assumes full responsibility and liability for any and all damages to LFUCG property it, or its agents, employees, or officers may directly and solely cause during the Event on LFUCG property while this Agreement is in effect.
- B. KBCA shall provide LFUCG with a certificate of commercial general liability insurance written through a company with an A.M Best rating of A or better with the minimum of \$1,000,000 per occurrence, listing the Lexington-Fayette Urban County Government as an "additional insured". KBCA shall provide such certificate at least fourteen days before the Event, or LFUCG may terminate this Agreement immediately. A Declaration Page shall not be considered a valid substitute for a Certificate of Insurance.

**VI. MISCELLANEOUS**

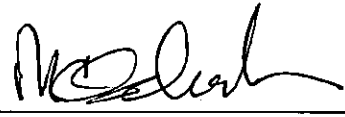
- A. All communications related to this Agreement that are directed to LFUCG shall be communicated in writing to Georgia Ockerman, 545 N. Upper St., Lexington, KY 40508 All communications related to this Agreement that are directed to KBCA shall be communicated in writing to Marianna Schreeder, 4242 Georgetown Road, Lexington, KY 40511 or [mcs@theashcroftgroup.com](mailto:mcs@theashcroftgroup.com).
- B. This Agreement constitutes the entire agreement between parties. There are no covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, oral or written, between the parties other than as set forth herein.
- C. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- D. KBCA shall not sublet, assign, or otherwise transfer any interests, duties, obligations, or rights acquired under this contract without prior, written approval from LFUCG.
- E. Time is of the essence in the performance of this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- F. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- G. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.
- H. This Agreement may only be modified by a writing signed by both parties.
- I. This Agreement, having been negotiated in good faith between the parties, shall not be construed against one party or the other.
- J. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership or joint venture between the parties.
- K. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of any third party.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By:   
Linda Gorton, Mayor

Date: JUN 0 6 2019

KENTUCKY BORDER COLLIE ASSOCIATION

By:   
Marianna Schreeder, President, KBCA

Date: April 24, 2019