

003312

This rental agreement offer is withdrawn and offer is canceled unless executed and returned to the offices of Center no later than November 30, 2011.

#1204020

RENTAL AGREEMENT
FOR THE
LEXINGTON CENTER

THIS RENTAL AGREEMENT, made and entered into at Lexington, Kentucky this the 22nd day of November 2011 by and between LEXINGTON CENTER CORPORATION, a Kentucky corporation, with principal offices at 430 West Vine Street, Lexington, Kentucky 40507 (hereinafter referred to as "Center"), and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT – Department of Parks & Recreation at 545 North Upper Street, Lexington, Kentucky, 40507 (hereinafter referred to as "Lessee").

WITNESSETH:

It is hereby mutually agreed by and between Center and Lessee as follows:

1. The Center hereby leases unto Lessee the following portions, and no other, of the premises known as the Lexington Center in Lexington, Kentucky namely: The Lexington Opera House together with the usual entrances and exits to the same, to be used for the purpose of preparation and performance of Kiddie Kapers on the following date(s) outlined in the following Space Use Schedule:

SPACE USE SCHEDULE

Thursday, April 12, 2012:
Move-in, Rehearsal

Friday, April 13, 2012:
Tech, Rehearsal

Saturday, April 14, 2012:
(3) Public Performances

12:00 p.m. / 3:30 p.m. / 7:00 p.m.

Sunday, April 15, 2012:

(1) Public Performance

Move out follows

1:00 p.m.

Finalized schedule of specific building use to be coordinated by Lessee with the LCC Technical and Event Coordinators to be assigned. The approved, finalized schedule will constitute time of Lessee's exclusive use. All other times become non-exclusive and, subject to a "first right of refusal" by Lessee, are available for sale to other potential Lessees.

2. The Lessee agrees to pay the Center, in consideration for the rental of said facilities, the sum of Eight Thousand One Hundred Dollars (\$8,100.00) in addition to any other sums to be paid to the Center pursuant to subsequent sections of this Agreement. The Lessee, in lieu of deposit shall deliver a Lexington Fayette Urban County Government purchase pledge to Center in the amount of Ten Thousand Dollars (\$10,000.00). All remaining indebtedness is due upon rendition of invoice. Center reserves the right to assess a one percent (1%) penalty per month on accounts that are thirty (30) days in arrears.

3. Center will deliver the premises to Lessee, in a condition appropriate for that day's use, on or before the scheduled time of occupancy for the event(s) outlined in the above Space Use Schedule.

4. SERVICES PROVIDED. Except when prevented by strikes, accidents or other causes beyond the control of Center, Center will provide, at its expense the following:

- a) Heat, ventilation and air conditioning, within normal comfort ranges, as may be provided by existing permanent systems during occupancy by patrons or guests. Ambient conditions are provided during set up & strike.
- b) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas and restrooms as well as cleaning at the conclusion of the lease term will be provided. Removal or clean-up of excessive waste material (animal waste, sawdust, soil or large volume of exhibitor waste, etc.) is not provided and subject to additional charge.

- c) Illumination of the leased area as afforded by permanent fixtures is provided. "Work light" system is provided during setup and strike. Simultaneous use of dual systems is not afforded. The Opera House does not have a standard stage lighting plot.
- d) Spectator seating is provided in normal configurations as dictated by capabilities of existing seating platforms, chair inventory and fire regulations.
- e) Dressing rooms as may be afforded by permanent facilities are provided as change areas for performers, contestants and officials. Use of these facilities for purposes other than indicated may warrant additional charges.
- f) Admission and crowd control equipment is provided as appropriate and available within facility inventory capabilities.
- g) Center's Technical Services Department has the capabilities of providing high quality sound reinforcement systems suitable for most concert and assembly activities. The cost of providing such systems and services varies substantially with the requirements of each activity and is not included as a part of standard lease agreements. Utilization of an Opera House sound reinforcement system requires a sound technician throughout the term of use.
- h) Electrical service for production and staging purposes is provided via electrical disconnect terminals at strategic locations within the Opera House. Distribution of electrical service is at the expense of the attraction.
- i) Lessee agrees to pay to Center a 15% administration fee on all stage labor.

5. ADDITIONAL SERVICES AND CONDITIONS.

- a) Arrangements for procurement and sale of tickets shall be provided by the Center or its designated representatives at such places as the Center deems appropriate. The Center shall have complete and sole supervision of sale and collection of tickets. Ticket sales services as to be provided by the Center include: personnel and facilities required to conduct ticket sales in advance, by phone, mail order, at "the gate", ticket printing, electronic outlet service charges and accounting for ticket sales transactions.
- b) Lessee agrees to pay Center, for ticket services Five Hundred Dollars (\$500.00) versus 3% of gross ticket sales for each attraction, net of taxes, whichever is greater. Additionally, Lessee agrees to reimburse Center 3% of gross ticket sales transactions wherein ticket purchasers utilize bank card accounts as the form of payment.
- c) A \$.50 facility fee will be assessed on each ticket sold. If non ticketed private performances are conducted (i.e. school performances) this fee will be assessed at a flat rate of \$50.00 per performance with attendance of 400 or less, or \$100.00 per performance with attendance greater than 400.

- d) Lessee shall not collect, or cause or permit to be collected, or announce the collection of any money or goods, whether for political purposes, charity, or otherwise on the premises without the prior written consent of Center.
- e) Center will make reconciliation of ticket sales transactions at the settlement appointment on the first business day following the load-out of the attraction. However, it is agreed that all receipts from ticket sales shall be held in escrow by the Center until such time that the Center is satisfied that a complete attraction, as advertised, has or will be presented. Center may withhold any such portion as may be appropriate, (1) in satisfaction of amount due Center under terms of this Agreement, (2) to provide for payment of any unknown expenses or costs, or (3) to repair any damage to the premises resulting from the presentation or holding of the event or any other activities of the Lessee or its employees or agents. Within thirty (30) days after the expiration of the agreement, Center will furnish Lessee a statement showing the application of such receipts, and at that time, Center shall pay Lessee any such monies as may be remaining due Lessee. Lessee agrees to pay Center promptly any amounts which are shown to be due Center on such statements which were not paid out of the application of such receipts.
- f) **Lessee, by initialing here _____, indicates Lessee's desire that personal checks be accepted** as a form of ticket payment and agrees that Center may withhold, for a period not to exceed (30) days, an amount commensurate with outstanding checks and further agrees to absorb loss from any checks uncollected.
- g) It is agreed that issuance of complimentary tickets in behalf of Lessee is restricted to twenty (20) per public performance. Should Lessee desire to issue complimentary tickets in excess of this restriction, Lessee agrees to pay Center \$.70 per ticket issued in excess of limits so stated; further, it is agreed that Center is authorized to issue ten (10) complimentary tickets per performance covered by this Agreement. Tickets issued by Center will not be considered as issued in behalf of Lessee.
- i) Lessee agrees to afford at least one intermission, of at least twenty (20) minutes duration during each public presentation, or event, and that the center will be notified of the time of said intermission.
- j) Lessee agrees that the duration of each presentation or performance shall not exceed (3) hours and extension of said time can be made only upon payment of additional rent.
- k) **Lessee, by initialing here _____, indicates Lessee's desire to utilize Center's Group Sales services.** Center is hereby authorized to be the sole group sales provider. Group sales are defined as group purchase of 10 tickets or greater and/or bundled singles to employers with 200 employees or greater (aka: super groups) for the above mentioned service. Center's group sales department shall retain 10% of gross ticket sales, less sales tax and facility fee or a flat fee of \$100.00 – whichever is greater, for all tickets sold through this collective effort.

- l) Lessee agrees to comply with Lexington Opera House Rules and Regulations, and Flame Retardant Guidelines below. Lessee further agrees to require participants and patrons to comply with same.
 - 1) All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs shall remain fully visible.
 - 2) The Opera House is a non-smoking facility.
 - 3) Attachment of signs, display materials, decorations, etc. to wall surface or drapery is prohibited.
 - 4) Animals are prohibited with the exception of those authorized by Lexington Opera House due to the nature of the event. If an animal is needed for a performance, the Lessee is responsible for any damage or cleanup. Additional fees may be applied if cleanup is required by the Center.
 - 5) The use or distribution of inflatables filled with lighter than air gas is prohibited. (Example: Helium filled balloons). Other common event decorations that require advance authorization include but are not limited to candles, glitter and confetti. Additional fees may be incurred for cleanup of these items.
 - 6) Compressed gas cylinders must be firmly secured in an upright position.
 - 7) The use, display, or storage of flammable liquids, including LP gas, is prohibited except as provided by local and state fire regulations.
 - 8) The use of open flames or smoke generating substances is restricted.
 - 9) Electrical devices must be installed, operated, and maintained in accordance with manufacturers' intended use and applicable codes. In any case, electrical devices that create a hazard to life or property will not be permitted.
 - 10) All decorations and construction materials must be non-combustible or flameproof.
 - 11) Internal combustion equipment and motor vehicles may be displayed under the following conditions:
 - a. Fuel supply limited to that necessary for installation and removal of equipment.
 - b. Fuel tanks must have pressure released by removing fuel cap after vehicle has reached display position, then the fuel cap must be locked or sealed.
 - c. Electrical power supply must be disconnected.

- d. Keys must be removed from ignition and retained at display location.
- e. Motor vehicles are prohibited in carpeted areas, unless under the direction of LCC management, to take precautions for protection of LCC property.
- 12) The sale, service, or distribution of food or beverage products is an activity that is restricted to those licensed by the Lexington Center Corporation.
- 13) Use of facilities for trade show or public exhibit purposes requires a detailed floor plan depicting the intended use of area. Floor plan will be submitted to the Lexington Center Corporation for review and approval by the Center and local fire marshal where appropriate. Approval of plans shall be obtained prior to sale or allocation of space to potential exhibitors.
- 14) Detailed plans must be submitted for events that require equipment in excess of 100 lbs. to be suspended from the ceiling. Rigging plans must be submitted for approval.
- 15) Any use of motorized vehicle in Lexington Center is subject to prior approval of Center. Use of motorized vehicles during public occupancy of facility is prohibited.
- 16) Possession and consumption of alcoholic beverages is prohibited except by distribution through LCC.
- 17) The possession of firearms, knives, or other dangerous weapons is strictly prohibited in Lexington Center, except as provided by KRS 527.020 or by event security when approved and/or provided by the Lexington Center Corporation.
- 18) The Short Street Circle is not a public parking lot. Parking is restricted to event personnel, as assigned by Center.

m) FLAME RETARDANT REQUIREMENTS AND GUIDELINES

- 1) Lessees of the Lexington Opera House agree to make all Production Pieces fire resistant pursuant to the National Fire Protection Association Code and any applicable local Fire Department Regulations.
- 2) The Opera House staff and the LFUCG Fire Prevention Bureau reserve the right to perform a Flame Test on any Production Piece to verify flame retardant properties. The Opera House and the LFUCG Fire Prevention Bureau can disallow any production piece that is either not flame retardant or contains material that could be considered unsafe.
- 3) Use of pyro technics may incur additional supervision by LFUCG officials. Lessee agrees to assume all responsibility and costs reflected thereto.

Please contact the Lexington Fire Prevention Bureau if you need further information or clarification. 859-231-5602 (phone) or 859-231-5606 (fax).

Vendors for Fire Retardant Supplies:

Production Advantage	proadv.com	800-424-9991
Rose Brand	rosebrand.com	800-223-1624
Lexington Fire Extinguisher		859-299-4686

By signing this document, the Lessee certifies that all Production Pieces used in their production will be chemically treated as to be fire resistant, prior to the load in or use day at the Lexington Opera House.

6. SALE OF FOOD/BEVERAGE/NOVELTIES.

- a) **FOOD & BEVERAGE/CONCESSIONS.** The sale or service of food, beverage or concessions shall be conducted or provided only by the Center or Center's designated representatives. Lessee expressly waives and relinquishes, and the Center reserves to itself the rights to all food, beverage and concession operations during the term of this Agreement. Neither the Lessee nor its agent(s) shall give away or sell any food, beverage or any other article that conflicts with the exclusive contracts made herein without written consent of Center. Center reserves to itself the right to open concessions throughout the building. Specific stations may be opened or closed at Lessee's request with permission granted by Center at least two weeks prior to Lessee's occupancy and with the understanding that additional fees may be assessed should anticipated concession revenue not warrant opening.
- b) **NOVELTIES & SOUVENIRS.** For public events, the sale of novelties, souvenirs, recordings, programs or other items will not be permitted unless prior written approval has been granted by the Center.

7. INSURABLE INDEMNITY. Lessee agrees to assume, defend at all times, indemnify, protect, save and hold harmless, the Center against claims or demands arising or resulting from the use by Lessee of the premises, including without limitation the claims of any employee of Lessee, the claims of any person attending the event for which the premises have been leased, and the claims of any other person for damages for bodily injury, sickness, mental anguish or death, and claims for damages to the property of Lessee which is sustained in the use by Lessee of the leased premises. Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Center, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against the claims or damages mentioned hereinabove, and to deliver to Center a certificate of insurance reflecting the coverage

with signed contract. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.

8. STAFFING.

- a) Consideration as stipulated in Paragraph 2 does not include personnel as may be required to staff the premises for the event including but not limited to house manager, floor captains, ushers, security guards, special police, stage hands, first aid and other personnel as Center in its reasonable discretion shall deem necessary.
- b) Center will coordinate an adequate usher staff as determined by the Event Coordinator/Manager, from ninety (90) minutes prior to advertised, public performance curtain time(s) through completion of intermission or as directed by Center's House Manager.

9. CANCELLATION. Should Lessee desire to cancel this Agreement, and give notification of such, in writing, to Center at least one hundred eighty (180) days prior to the date of intended use, the Center shall retain all sums paid prior to such notification and both parties shall be relieved of any further obligations under this Agreement. Should, however, Lessee cancel this Agreement later than the time stipulated above, Lessee will be held responsible for payment of the total consideration as stipulated in Paragraph 2 of this Agreement.

10. PLACE OF FUNCTION. All notices, announcements, advertisements or invitations will refer to the place of activity as The Lexington Opera House.

11. COMPLIANCE WITH RULES AND REGULATIONS. Lessee shall, and shall cause its contractors, agents, employees, patrons, and guests to abide by such reasonable rules and regulations as may, from time to time, be adopted by Center for the safe and effective occupancy and operation of said premises.

12. CAPACITY & EXITS. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity or admit a larger number of persons than can safely and freely move about in the rented areas, and the decision of Center in this respect shall be final. Further, no portion of any

passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

13. HAZARDOUS MATERIALS. Lessee agrees not to bring onto the leased premises, any material, substances, equipment or object which is likely to endanger the life of, or cause bodily injury to any persons on the premises or which is likely to constitute a hazard to property thereon.

14. DEFACEMENT OF FACILITY. Lessee specifically agrees not to nail, screw or tape anything to the premises, except in those areas expressly provided for such use, and shall be responsible for any and all damages to the premises and to the Center's property caused by the acts of the Lessee or Lessee's agents, contractors, employees, patrons, or guests, whether accidental or otherwise. Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, with the exception of ordinary use and wear. A facility walk-through by Event Manager and Lessee before, after, or both may be required.

15. ALTERATIONS. Lessee agrees to accept the leased premises "as is" without any obligation on the Center to alter or make any changes in any of its physical facilities.

16. CONTROL OF FACILITY. In using the premises hereinbefore mentioned, the Center does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of same. Duly authorized representatives of the Center may enter the premises at any time and on any occasion without restrictions whatsoever. The entire facility, including the area which is subject to this Agreement, shall at all times be under the charge and control of the Center.

17. COMMON AREAS. Lessee acknowledges that besides the uses of the premises, as stated in Paragraph 1 of this Agreement, the Center and various parts thereof and areas therein may or will be used for installation, holding, or presentation, and removal of activities, events, and engagements other than the event, as stated in Paragraph 1, and that in order for the Center to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of the Center, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas, to be scheduled or shared. Lessee agrees that Center shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and Lessee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Lessee enter or use any area or facility of the Center other than those stated in Paragraph 1 of this Agreement without first obtaining the Center's consent and approval.

18. COPYRIGHTS, RECORDING AND BROADCAST RIGHTS.

- a) Should Lessee present or allow the presentation of any composition work or material covered by copyright, Lessee agrees to indemnify and hold the Center harmless for any loss, damage or expense arising from any claim of infringement of such copyright.
- b) Center reserves all rights and privileges for outgoing television and radio broadcasts originating from Center's facility during the term of this Agreement, except such broadcast or telecast as might be made for news purposes. Should Center grant to Lessee such privilege, Center has the right to require advance payment of any estimated related costs to Center and may also require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

19. COMPLIANCE WITH LAWS. No activities in violation of Federal, State or Local laws shall be permitted on the premises and it shall be the responsibility of the Lessee to enforce this provision. In addition, Lessee agrees to comply with the

requirements of the Americans with Disabilities Act ("ADA") and all relevant federal, state and local laws. The Center believes it is in compliance with current ADA requirements as it relates to the physical premises which includes parking, seating, and common areas such as restrooms and concession areas. Lessee shall be responsible for and shall bear all costs of ensuring that its event or program otherwise complies with the ADA's accessibility requirements. This includes, but is not limited to, the provision of auxiliary aids and service such as sign interpreters, readers, and Braille or large print programs, etc. when such aids are required by the ADA and are requested by a patron. Lessee agrees to assume responsibility for its sole negligence. It is agreed that neither of the parties shall be deemed to have accepted the obligation of the other, whether by reason of loss hereunder or otherwise. It is not intended that Lessee assume protection for negligence on the part of the Center.

20. PROPERTY OF LESSEE. Upon the expiration of the Agreement, Lessee agrees to remove from the premises all property of whatever nature brought thereon by Lessee, or any of its agents or employees, and that Center shall in no way be responsible for property not so removed. The Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of the Lessee and that the Center shall not be liable to the Lessee or others, for any loss or damage to any such property.

21. SUBLET. Lessee shall not assign this Agreement nor suffer any use of the premises other than herein specified, nor sublet the premises or any part thereof, without the written consent of the Center. For the purpose of this Agreement, tradeshow exhibitors are not considered Sub-Lessees.

22. LICENSES, PERMITS AND TAXES. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any

and all licenses, fees, permits, and taxes required to be issued or paid in connection with the Lessee's use of said premises.

23. TERMINATION. Should the Center be destroyed by fire or other elements, or by mob, riot, war or other civic commotion, or should any part of the Center be made impractical for use by any cause beyond the control of the Center, the Center may, at its discretion, terminate and void this Agreement. If such termination occurs before the lease period begins, Center will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Center in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Center a prorated portion of the consideration plus any expenses incurred by Center to that time in connection with this Agreement. Center will refund any part of the consideration already paid by Lessee which exceeds this amount. In the event of such termination, Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such termination.

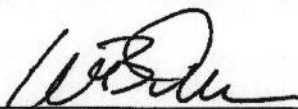
24. DEFAULT. Notwithstanding any other provision in this Agreement, if Lessee violates any of the terms, conditions or covenants provided herein, such violations shall work as forfeiture of all monies previously paid to Center, the same to be treated as liquidated damages and no portion thereof shall be returned to Lessee. Center shall have in addition the right in the event of such violation, to terminate this Agreement if it shall elect to do so.

LFUCG

By: _____
Jim Gray
Mayor

Date: _____

LEXINGTON CENTER CORPORATION

By:  _____
William B. Owen
President

Date: 11/29/11