



**CENTRAL BANK CENTER
LICENSE AGREEMENT – CONVENTION CENTER
Effective Date: 2/29/24**

Licensee's Name ("Licensee"):
Lexington Fayette Urban County Government
150 East Main Street
Lexington, Kentucky 40507

Facility Name ("Facility"):
Central Bank Center
430 W. Vine Street
Lexington, KY 40507

Contact Person: Renita Happy
Contact Email: rhappy@lexingtonpolice.ky.gov
Contact Phone: (859) 258-3621

Salesperson: Logan Sparks

**Description of event to be held ("Event"): 2024 CPAAA
Event ID: 18536
Expected Attendance: 500**

Base License Fee ("Base License Fee"): U.S. \$3500 to include the following:

- **Space(s) listed above include a one-time room setup and tear down of tables and chairs (excluding tables and chairs used for a trade show or display tables), and standard lectern (if available).**
- Heat, ventilation and air conditioning with normal comfort ranges as may be provided by existing permanent systems during occupancy.
- Basic custodial service will deliver clean premises prior to occupancy as well as provide interim service necessary to public areas and restrooms.
- Basic trash removal. Removal of excessive waste material is not provided and subject to an additional charge.
- Illumination of the Licensed Premises as afforded by permanent Facility fixtures. Simultaneous use of dual systems not permitted.
- Electrical service to serve stage or audiovisual presentations (a single drop up to 3 – 3,000 watt outlets.)
- Complimentary wired microphone or line level audio patch for each space when using Operator as your audiovisual provider.
- Up to 4 complimentary skirted and covered tables for registration at no additional cost.
- Up to 500 square feet of single tier staging. Fabric Drape (color as available in inventory) approximately 8' high for use as a stage backdrop. Additional staging and draping will incur an additional charge.
- Basic public (open) wireless internet is available at no charge.
- 10 Easels

Effective January 1, 2023, Base License Fee and Costs will be subject to current Kentucky State Sales Tax at time of Event (currently 6%) per KRS 139.200.

Additional Terms:

- Standard table linen, napkin linen (or paper napkin for receptions), place settings and utensils are included in catered meal costs unless otherwise noted.
- Food & beverage pricing (including any specially priced packages) cannot be guaranteed until 6 months prior to Event due to fluctuating market prices.

- Per Section 6, any Event Plan modifications placed within 21 days prior to Event move-in may be subject to an additional 20% surcharge.
- All costs incurred arising from the Licensee’s use of labor or contractors may be passed on to the Licensee as set forth in the Standard Terms and Conditions.
- Operator has the right to substitute such space with comparable space, as determined by Operator in its reasonable discretion, in other portions of the Facility.

Area(s) of Facility that Licensee may use (“**Licensed Premises**”) and dates of use, including load in/out, if applicable (collectively, the “**Term**”)*:

Description of Space / # of ppl. / Setup	Space	Day 1
		Monday
		6/24/24
Banquet Style Setup, Rounds of 10 for 500	Ballrooms 1-2	8:00am – 9:00pm

*Any additional access time may be provided on a pro-rated basis if available, as agreed in writing.

Food and Beverage Fee Minimum (the “F&B Minimum”) U.S. \$15,000

Such amount is to be paid in addition to the Base License Fee and does not include any service fees, sales tax, or other fees set forth herein.

Base License Fee has been reduced based upon the F&B Minimum. If the F&B Minimum is not met, then the difference between the F&B Minimum and what was actually spent (prior to services fees, sales tax or other fees) will be charged. Cash Concessions do not go towards meeting F&B Minimums.

Deposit Amount (“Deposit”): WAIVED; due as follows:

Deposit Type	Due Date	Amount Due
First Deposit & Contract Due	3/14/24	WAIVED
Final Payment for Estimated Charges	5 business days prior to Event Move-In: 6/17/24	\$3500 plus any additional Costs

The balance of the Base License Fee and Costs shall be paid prior to the Event, no later than 5 business days prior to Event move-in unless otherwise approved in writing by General Manager or Assistant General Manager. Checks should be made payable to “*Central Bank Center*”.

This License Agreement ("**Agreement**") is between **(i)** OVG Facilities, LLC d/b/a OVG360 ("**Operator**") as agent on behalf of Lexington Center Corporation ("**Owner**"), and **(ii)** the Licensee set forth above.

Background

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the attached Standard Terms and Conditions.

ACCEPTED AND AGREED as of the Effective Date:

LICENSEE

**OVG Facilities, LLC, dba OVG360,
as agent on behalf of Owner**

By:

By:

Print Name:

Brian Sipe

Title:

General Manager

STANDARD TERMS AND CONDITIONS: LICENSE AGREEMENT – CONVENTION CENTER

1. Grant of License; Licensed Premises. Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises during the Term, for the limited purpose of holding the Event (and for associated load in, set up, and load out of the Event, if applicable) and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Facility besides the Licensed Premises, except for the privilege of ingress and egress through the public corridors at the Facility, on a non-exclusive basis, as necessary to utilize the Licensed Premises. Unless agreed otherwise in writing by Operator, the Event shall be by “invitation only” and will not be open to the public. Licensee shall use the Licensed Premises to hold and present the Event in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the “**Facility Rules**”), as modified from time to time upon notice to Licensee.

2. Term. The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if the Event (or any session thereof) runs beyond the agreed end time on any of the Event nights, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator, including but not limited to payments to union labor, if applicable.

3. Duties of Operator. Operator, at the cost and expense of Licensee except or as otherwise provided hereunder, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute “**Costs**”):

(a) Staffing. Any and all personnel as may be required by Operator (in its sole discretion) to properly staff the Facility for the Event and for the proper and safe presentation of the Event, including, without limitation, personnel to set up and take down the Event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, concession and catering staff and other necessary support services customarily provided by Operator for a like event, as applicable; and

(b) Additional Requested Items and Services. Additional items, personnel, and services, which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, and lighting and/or sound equipment other than the current sound or lighting system in the Facility, all of which shall be subject to the approval of Operator.

It is understood by Licensee that services, labor and equipment will be provided only to the extent of existing available inventory and in consideration of other Facility events and activities.

4. Food and Beverage. The F&B Provider shall have the exclusive right to provide food and beverage services in connection with the Event. The “**F&B Provider**” shall be the Operator or, if applicable, any third party the Facility has contracted with to be the exclusive food and beverage provider for the Facility. No other individual or organization is permitted to bring food or beverage products into the Facility, without the express written consent of Operator.

(a) Food & Beverage Fee. Licensee shall pay the F&B Provider for all food and beverage services provided at the Event (the “**F&B Fee**”). Licensee acknowledges that the F&B Fee has been established based on Licensee’s representation that the F&B Fee hereunder will be no less than the F&B Minimum. In the event the actual F&B Fee is less than the F&B Minimum, Operator shall have the right to increase the F&B Fee to the F&B Minimum.

(b) Banquet Event Order. No later than 21 days prior to the Event, Licensee and F&B Provider shall enter into a banquet event order form including the specific menu items and estimate of number of people attending the Event for whom such items will be provided (the “**BEO**”). Such BEO shall include an estimate of the F&B Fee and additional terms and conditions as may be required by the F&B Provider. No later than 3 business days prior to the Event, the BEO shall be revised to reflect any changes to the guaranteed number of people attending the Event. Once such BEO is entered into, Licensee shall be required to pay, at a minimum the F&B Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise agreed by

Operator, the remaining balance of the F&B Fee not previously paid to the F&B Provider shall be paid by Licensee by money order, wire transfer, or certified check on the day of the Event.

5. Fees; Deposits.

(a) License Fee. Licensee shall pay Operator, or F&B Provider, as applicable, the following amounts (collectively, the “**Fee**”), and unless otherwise set forth above, the entire Fee shall be paid to Operator in advance of the Event:

- (1) Base License Fee; *plus*
- (2) F&B Fee; *plus*
- (3) Costs as set forth above, and any and other expenses that Licensee is obligated to reimburse Operator for under this Agreement.

(b) Non-Refundable Deposit. A non-refundable Deposit in the amount set forth above is payable to Operator upon execution of this Agreement. Such Deposit shall be credited to the Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the Deposit. If the Deposit (or any portion thereof) is not paid on or before the due date(s) specified above, Operator may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other rights or remedies available to Operator at law or in equity arising out of such breach by Licensee, including Operator’s right to recover damages. Any additional Costs relating to changes in the Event requirements shall, unless otherwise agreed by Operator, be paid by Licensee by money order, wire transfer, credit card, or certified check at least 5 business days prior to the Event, unless otherwise agreed by Operator in advance. A credit card processing fee will be charged on all credit card payments.

(c) Interest; Payment. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1.5 % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Operator, all payments hereunder shall be made by money order, wire transfer, or certified check.

6. Event Requirements. Licensee shall provide to Operator all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than 21 days prior to the Event (or, if this Agreement is executed less than 21 days prior to the Event, then immediately upon execution hereof) which shall include a copy of a full and complete floor plan for the Event (the “**Event Plan**”). If such Event Plan is not provided to Operator by such date, or if changes are made to the Event Plan after such date, Licensee shall be solely responsible for additional Costs to accommodate a late or modified Event Plan at Operator’s prevailing rates, plus a 20% surcharge on all such additional Costs required to accommodate a late Event Plan. No set-up of any exhibits may begin without proof of approval of the Event Plan by the local Fire Department/Fire Marshal for the town or city in which the Facility is located (the “**Fire Department**”), as applicable, and by the Operator.

7. Advertising and Promotion. Licensee shall not publicize, or permit to be publicized, the Event prior to the execution of this Agreement by Operator. Licensee represents and warrants that **(i)** it has all necessary rights, title, and license in and to any advertising or promotion of the Event, and **(ii)** that all advertising of the Event will be accurate, truthful, and will include accurate information of the Event times and ticket prices (if applicable). All Event-related advertising will be subject to the prior written approval of Operator, not to be unreasonably withheld. All print and broadcast materials associated with the Event shall use the official Facility name/logo as provided by Operator. Operator has no responsibility whatsoever to advertise or market the Event. Operator reserves the right to display or sell, without limitation, advertising, and promotions within and around the Facility, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove, or otherwise disturb advertising or promotions within or around the Facility without the prior written consent of Operator. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Operator.

8. Permits and Licenses. Prior to the Event, Licensee shall procure, at its expense **(i)** all licenses, permits, and approvals required under applicable laws in connection with its use of the Licensed Premises for the Event,

including, without limitation, any licenses, permits, or approvals required by the Fire Department, and (ii) all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR, SESAC and SOCAN, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request. Notwithstanding anything contained herein to the contrary, Licensee shall not be required to secure any permits for the general day-to-day occupancy of the Facility, or any music licenses which have previously been secured by Operator or Owner, as communicated in writing to Licensee.

9. Indemnification; Limitation on Liability; No Warranties; Risk of Loss.

(a) Indemnification. To the extent allowable by law, Licensee hereby agrees to indemnify and defend Operator, Owner, any and all Facility vendors, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants and employees of the foregoing (collectively, the “**Facility Parties**”) from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, “**Claims or Costs**”), occasioned in connection with, arising or alleged to arise, wholly or in part, from (i) any breach of this Agreement by Licensee, (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, guests, or invitees (collectively, the “**Licensee Parties**”). This shall not be deemed a waiver of sovereign immunity or any other third party defense.

(b) Limitation on Liability. Operator shall not be liable under any circumstances to Licensee for any indirect, special, punitive, or consequential damages, or loss of revenue or profits arising in connection with this Agreement, even if Licensee has been advised of the possibility of such damages.

(c) Condition of Facility. Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.

(d) Risk of Loss. None of the Facility Parties shall be responsible or liable for any injury or death to person or loss or damage to the personal property sustained by any Licensee Party resulting from any condition, accident or occurrence in or upon the Licensed Premises, unless such injury, loss, or damage is due to the gross negligence or willful misconduct of a Facility Party. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law.

(e) Survival. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. Insurance.

(a) Required Coverage. Licensee, shall at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto.

(b) Certificates of Insurance. At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of self-insurance evidencing the coverages set forth on Exhibit A.

(c) All Insurance. Insurance policies set forth on Exhibit A shall be issued by insurance companies authorized by the state or commonwealth where the Facility is located and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, include a waiver of subrogation in favor of the Facility Parties and be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.

(d) Cancellation. Licensee shall not cancel or otherwise modify policies set forth on Exhibit A without 30 business days' prior written notification to Operator and shall issue 10 days' prior written notice for Licensee's non-payment of premium, to Operator.

(e) Failure to Obtain Insurance. Operator shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. Licensee's failure to maintain the insurance required herein shall be a material breach of this Agreement by Licensee and shall entitle Operator to terminate this Agreement upon notice to Licensee.

(f) Non-Compliance. In the event that Licensee fails to procure and present the aforesaid insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee.

11. Use of the Licensed Premises.

(a) Duty of Care; Return of Facility. Licensee shall use the Licensed Premises in a safe and careful manner. Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Licensed Premises in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.

(b) Return of Property. Immediately following the Event but no later than conclusion of the Term, Licensee shall immediately remove from the Licensed Premises any and all property, goods, or other effects belonging to, or brought into the Facility by, any Licensee Party. If Licensee fails to do so, Operator may store or cause to be stored any such property at Licensee's expense. Alternatively, Operator may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law and apply the proceeds of such sale(s) in a manner determined by Operator in its sole discretion.

(c) Operator Access and Control. In licensing the use of the Licensed Premises to Licensee, it is understood that Operator does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Operator shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Facility.

(d) Disorderly Conduct. Operator reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Licensed Premises and/or the Facility any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests and invitees, as determined by Operator in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Operator and the Owner on account thereof.

(e) Other Events. Licensee acknowledges that other events or activities may be scheduled within the Facility during the Term in areas other than the Licensed Premises. Licensee acknowledges that the public parking areas surrounding the Facility are not exclusive to or for the Event. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Licensed Premises that will disturb use of other areas of the Facility by any other individual, entity, organization, or event.

(f) Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Operator, which may be withheld in Operator's sole discretion, and may further be conditioned on Licensee (or an applicable third party) paying an additional fee for the privilege to broadcast the Event, and/or Licensee procuring additional insurance to cover such broadcasting activities.

(g) Coat Check. Unless otherwise agreed by Operator in writing, Operator reserves the exclusive right to operate, or contract for the operation of, a coat checkroom, and to retain all revenue in connection therewith.

12. Non-Discrimination / Americans With Disability Act. Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, marital status, color, religion, national origin, ancestry, age, sex, or handicap except where based on a bona-fide occupational qualification. With respect to the Event,

Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended (“ADA”). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or “sets up” the Premises or any other portion of the Facility in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Licensed Premises or other portions of the Facility that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.

13. Termination. Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within 15 days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate required herein by the date due hereunder, or if Operator or Owner may suffer irreparable harm as a result of the breach by Licensee, Operator shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Operator terminates this Agreement due to a breach or default by Licensee, Operator may retain as damages any fees paid by Licensee under this Agreement (including the Deposit), without prejudice to any other legal rights or remedies Operator may have.

14. Tickets/Box Office/Merchandise. *The following terms are applicable if tickets are being sold for the Event, as determined by Licensee and approved by Operator. If no tickets are being sold for the Event, the terms of this Section 14 shall not apply.*

(a) Generally. Unless otherwise agreed in writing, Operator shall provide all ticket and/or box office services for Licensee in connection with the Event. As consideration for the performance of such duties by Operator, Licensee shall pay Operator additional fees as described in the cover page hereto. Operator shall have complete control over the ordering, sale, and distribution of tickets for the Event, as well as control over the box office, which shall sell tickets to the Event only on the day of the Event, unless prior arrangements have been agreed to in writing by the parties hereto.

(b) Ticket Proceeds. Operator shall have complete and sole custody and control of any and all monies received from the sale of tickets. All such funds shall be the rightful property of Operator for the purposes of applying the same toward payment of any Fee balance or any other amounts due, or which become due, to Operator hereunder. The balance shall be remitted to Licensee within 5 business days from Event Move-Out.

(c) Sale of Tickets. Licensee agrees that all tickets to the Event shall be sold at the prices as advertised by Licensee and approved by Operator, and that any changes in ticket prices shall require the prior approval of Operator. Licensee shall be responsible for all check and credit card service charges and other similar fees, charges, and expenses, incurred in connection with the sale of tickets for the Event. Licensee shall be responsible for the credit worthiness of its guests and patrons and shall cover and be responsible for any invalid or fraudulent check, checks returned due to insufficient funds, or for any other reason, credit card penalties and similar or related penalties, fees, charges, and/or expenses incurred by Operator in connection herewith. Licensee will not permit tickets or passes to be sold or distributed in excess of the maximum capacity of the Licensed Premises, as determined by Operator in its sole discretion.

(d) Taxes. Licensee shall be responsible for the filing of all federal, state, and local tax returns and the payment of the sales, admission, excise and other taxes due, if any, in connection with the Event or admissions thereto. Operator shall have the right (but not the obligation) to collect and/or withhold any such taxes or business license fees due in connection with ticket sales, and to remit such taxes directly to the proper authority or agency.

(e) Complimentary Tickets. Operator reserves the right to limit the number of complimentary tickets to be issued for the Event. Unless otherwise noted herein, Licensee shall provide to Operator, free of charge, at least 40 complimentary tickets or admission credentials for each day of the Event.

15. Loss of Use of Facility; Force Majeure.

(a) “Event of Force Majeure” Defined. **“Event of Force Majeure”** means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

(b) Loss Affecting the Facility or Event of Force Majeure Operator. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any other Event of Force Majeure shall render the fulfillment of this Agreement by Operator impractical, this Agreement shall terminate, and Operator shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, Operator shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).

(c) Event of Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of subsection (b) above, neither Operator nor Licensee shall have any liability under this Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.

16. Cancellation of Event by Licensee. In the event of a cancellation by Licensee of the Event (except as permitted in connection with an Event of Force Majeure or as a result of an uncured breach by Operator), no Deposit refund shall be made, and Licensee shall be obligated to pay the percentage of the full Fee contemplated to be due hereunder had the Event actually occurred as set forth in the chart below:

<i>Days Prior to Scheduled Event Date</i>	<i>Percentage of Fee Due</i>
0-365	100%
366 – 730	75%
731 – 1,095	50%
1,096+	Deposit (due as the date of the cancellation)

The parties agree that Operator will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth above are a reasonable estimate of the amount of such damages. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Operator may have at law or in equity, in the event of a cancellation of this Agreement by Licensee.

17. Miscellaneous.

(a) Compliance with Laws; Facility Rules, Taxes. Licensee shall comply with and shall cause all of the Licensee Parties to comply with all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules (**“Compliance Obligations”**). These Compliance Obligations include, without limitation, compliance with all national, state, and local laws, regulations, ordinances as well as all Facility Rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs. Licensee agrees to pay promptly all taxes assessed on its activities at the Facility hereunder, including any sales tax on the payment of the Fee hereunder (which shall be in addition to the amounts due hereunder).

(b) Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, acts, or activities of the parties hereunder,

shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.

(c) Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Owner and Operator (“**Management Agreement**”) and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, Operator shall have no independent liability under this Agreement and this Agreement shall remain in full force and effect and all performance by Operator shall be rendered by Owner or the Facility’s successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.

(d) Assignment. This Agreement shall not be assigned nor shall Licensee’s right to use the Licensed Premises be sublicensed by Licensee without the prior written consent of Operator in each instance, which may be withheld in Operator’s sole discretion. Operator may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Facility.

(e) Waivers. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.

(f) Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.

(g) Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to Licensee and Operator at the address set forth above (Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department, Email: OVG360Legal@oakviewgroup.com.

(h) Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

(i) Attorneys’ Fees. In case any suit or action is instituted by Operator or Licensee to enforce compliance with this Agreement, including all appeals, both Operator and Licensee shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys’ fees, and all other related expenses, from Licensee, in addition to the costs and disbursements provided under applicable laws.

(j) No Third-Party Beneficiaries Entire Agreement. No other party shall be or be deemed to be a third-party beneficiary of this Agreement, except for Owner, who is an intended third-party beneficiary of the obligations of Licensee under this Agreement, entitled to enforce this Agreement directly against the Licensee as if Owner was a party hereto. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns.

**ADDENDUM
TO LICENSE AGREEMENT (LICENSE # 18181)**

CARRY/CONCEAL WEAPONS

This Addendum shall be considered a part of and is hereby incorporated by reference into that certain License Agreement (License # 18181) (“Agreement”) by and between Lexington Fayette Urban County Government (“Licensee”) and OVG Facilities, LLC as agent for Lexington Center Corporation (“Licensor”). In connection therewith, the following terms and provisions shall be made a part of such Agreement and, to the extent these terms conflict with any existing term contained in the Agreement, these terms shall govern. Any capitalized term used herein and not otherwise defined shall have the respective meaning ascribed thereto in the Agreement:

LICENSOR represents that this facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions in the Act. An exception to this prohibition is the carrying of weapons by law enforcement officials.

LICENSEE has a right to allow or disallow weapons, including firearms, concealed or not concealed, at its event in the facilities of Lexington Center. Because the choice of carrying firearms into an event is Licensee’s option, Licensor requires this Addendum to be executed as part of the Agreement.

Should the LICENSEE desire to prohibit the carrying of weapons, which includes firearms, ammunition, and accessories, in the event space as defined in this agreement, the LICENSEE will bear the financial responsibility of payment for equipment and staffing that may be required to enforce this decision.

Understood and agreed:

Licensee:
By:

Licensor:
By:

Brian Sipe, General Manager
OVG Facilities, LLC,
agent on behalf of Owner

Exhibit A

Insurance Obligations

Licensee shall acquire and maintain in full force and effect, at its sole cost and expenses, for the duration of the Agreement the following insurance coverage:

1. **Worker's Compensation**. Workers' compensation (or similar local scheme) insurance in accordance with the statutory requirements of the state or commonwealth in which the Facility is located. Such policy will provide coverage in the event any employee of Licensee sustains a compensable accidental injury while on work assignment at the Facility or in connection with the Event. Such policy will cover any employee, or other person to whom such compensation may be payable by Licensee.
2. **Commercial General Liability**. Commercial general liability insurance written on an occurrence form, including but not limited to, bodily injury, premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury, and host liquor liability with limits of at least \$1,000,000 per occurrence, \$1,000,000 in the aggregate, which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement). Such insurance shall include blanket contractual liability, products and completed operations coverage, fire legal liability coverage and personal & advertising injury coverage.
3. **Automobile Liability**. Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired, and non-owned vehicles, in the minimum amount of \$500,000 per accident, \$1,000,000 in the aggregate for personal injury and property damage (including with respect to load-in and load-out).

The insurance required hereunder does not represent that the coverages and limits are adequate to protect Licensee and all policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The insurance limits required hereunder may be obtained through any combination of primary and excess or umbrella liability insurance. Any coverage that is on a claims-made basis shall be maintained for at least 3 years following the Event. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to any Facility Party and failure to request evidence of this insurance or failure to review such evidence shall not be construed as a waiver of Licensee's obligation to provide the insurance coverage specified.

Per Section 10.b, the Licensee shall provide to the Operator certificate(s) of self-insurance evidencing the coverages set forth in Exhibit A.