



Lexington-Fayette Urban County Government  
DEPARTMENT OF GENERAL SERVICES

Jim Gray  
Mayor

Geoff Reed  
Commissioner

**MEMORANDUM**

To: Jim Gray, Mayor  
Urban County Council Members  
Sally Hamilton, CAO

From: Geoff Reed *Jan Bauer (for Comm. Reed)*

Re: Approval of Pocket Museum Occupancy Agreement

Date: June 19, 2013

---

This is a request for Council review and approval of Pocket Museum Occupancy Agreement between LFUCG and the Lexington History Museum, Inc., by which LFUCG agrees to allow The Lexington History Museum to place a Pocket Museum, being one or more display cases and/or photographs, in Government Center's lobby or other designated areas as approved by the Department of General Services, Commissioner's office.

There is no fiscal impact associated with this agreement.

POCKET MUSEUM OCCUPANCY AGREEMENT AND  
RELEASE OF LIABILITY

This Occupancy Agreement and Release of Liability made and entered into this the \_\_\_\_ day of June, 2013, between \_\_\_\_\_ (“Landlord”) and the Lexington History Museum, Inc. (“Tenant”), to wit:

Landlord agrees to allow Tenant to place a Pocket Museum, being one or more display cases and/or photographs, in its lobby area or other area, at a particular place designated by Landlord, in the property designated as \_\_\_\_ (*address*) \_\_\_\_\_, Lexington, KY (“Premises”) for the purpose of fulfilling Tenant’s mission to present the history of Lexington, on the following terms:

1. Landlord has the right, if it desires, to approve the contents of an exhibit in advance. Tenant will rotate displays among its Pocket Museums on a periodic basis.
2. Tenant accepts full responsibility for each exhibit and its contents, including all risk of loss or damage, and hereby releases Landlord in full and without reservation from any and all liability for any loss or damage.
3. Tenant will vacate the premises on thirty (30) days written notice from Landlord.
4. In exchange for allowing Tenant to occupy the Premises for its charitable purposes, Landlord will be recognized as a “Museum Partner” at the exhibit and in or on all materials describing the Pocket Museums, including advertising, brochures, etc.
5. This document shall serve as the donor acknowledgement communication from Tenant to Landlord for purposes of allowing Landlord to take a charitable deduction for the reasonable rental value of the Premises.

Signed by the parties on the dates indicated below.

Landlord

Tenant

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_