

This rental agreement offer is withdrawn & offer is canceled unless executed & returned to the offices of Center no later than **November 1, 2012**.

#1303052

REVISED
RENTAL AGREEMENT
FOR THE
LEXINGTON CENTER

THIS RENTAL AGREEMENT, made and entered into at Lexington, Kentucky this the 16th of October 2012 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 at 200 East Main 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 Convention Center in Lexington, Kentucky namely: Bluegrass Ballroom 2, Bluegrass Pre-function, and Bluegrass Registration, together with the usual entrances and exits to the same, to be used for the purpose of conducting the CPAAA Banquet on the following date(s) as outlined in the following Space Use Schedule:

SPACE USE SCHEDULE

Tuesday, May 7, 2013

Bluegrass Ballroom 2
Bluegrass Pre-function
Bluegrass Registration

2. The Lessee agrees to pay the Center, in consideration for the rental of said facilities, rent in the amount of Two Thousand One Hundred Fifty Dollars (\$2,150.00) in addition to any other sums to be paid to the Center pursuant to subsequent sections of this Agreement. All remaining indebtedness is due upon rendition of invoice. Center reserves the right to assess a one and one half percent (1½%) penalty per month on accounts that are thirty (30) days in arrears.

3. Center will deliver the premises to Lessee on or before 8:00am on May 7, 2013.

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 excluding move-in, set-up and move-out. Full heating and air conditioning is available during move in, set up, and move out at an additional cost.
- 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 of excessive waste material, peculiar to a particular activity (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 move-in, set-up and move-out. Simultaneous use of dual systems is not provided.
- d) Use of permanently installed distributed level house sound system, including one (1) microphone per function space when Center serves as audio provider (wireless microphone(s) excluded). System use by outside providers subject to additional fees.
- e) Banquet seating for as many as 400 people (linens not included).
- f) Up to 800 square feet of staging.
- g) Eight-foot (8') high back drape on stage (color as may be available within the Center's inventory).
- h) Electrical service to serve stage or audiovisual presentations (a single drop up to 3 - 3,000 watt outlets).

5. ADDITIONAL SERVICES AND CONDITIONS. (None)

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) or exhibitors shall give away or sell any food, beverage or any other article that conflicts with the exclusive contracts made herein.
- b) Novelties, Souvenirs and Merchandise. For public events, the sale of novelties, souvenirs, audio/video recordings, programs or other merchandise will not be permitted unless prior written approval has been granted by the Center.

7. LIABILITY. Subject to the limitations of Kentucky law applying to Lessee as an agency of the Commonwealth of Kentucky, Lessee agrees to be responsible for claims or demands arising or resulting from Lessee's negligence or misconduct during its use of the premises. The Center agrees to be responsible for claims or demands arising from the Center's negligence or misconduct concerning the premises. In no event shall the Center be liable for any claims or demands except as such claims arise from the negligence or misconduct of the Center. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Lessee.

8. STAFFING.

- a) Admission/Crowd Management: Consideration as stipulated in Paragraph 2 does not include personnel to staff the leased premises for the event. The Center may in its reasonable discretion, deem it necessary to require staffing such as traffic directors, ticket takers, ticket doormen, ushers, security officers, freight elevator operators, special police, stage hands, first aid and other personnel.
- b) Loss Prevention: Center is not liable for Lessee's property or property of others brought in or near the premises. It is at the discretion of the Lessee to provide security for loss prevention purposes.

9. CANCELLATION. Should Lessee cancel this Agreement, Center will retain any and all sums paid upon execution of this Agreement. Additionally, Lessee will be held responsible for payment of 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 Lexington Convention Center.

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.

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 Lexington 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 Lexington 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. 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. 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.

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 civil 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 moneys previously paid to Center, the same to be treated as a cancellation fee 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.

**RULES & REGULATIONS
LEXINGTON CENTER CORPORATION (LCC)**

In order to assist our users, the following list of Rules & Regulations is provided to answer the most frequent inquiries regarding our policies:

General Information

Lexington Center is a non-smoking facility. The only exception to this policy is for East, Center, and/or West Halls, which may be designated as smoking areas for private events only at the discretion of the event organizer.

There is no guarantee of free parking in lots owned and operated by Lexington Center.

A five-percent (5%) convenience fee will be added to deposits and settlement charges paid by credit card.

Lessee (or exhibitor) is responsible for the security of items in meeting rooms and exhibit areas. LCC is not responsible for damage or loss of property.

The use or distribution of helium filled balloons is prohibited without prior approval. Approval would require a signed waiver of responsibility for costs associated with removal of said inflatables. 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.

Attachment of signs, display materials, decorations, etc. to wall surface, windows, lecterns or drapery is prohibited.

The hanging of signs and banners from ceilings must be approved and performed by Lexington Center personnel.

Pets are prohibited with the exception of those authorized by LCC due to the nature of the event, or guide, signal and service animals.

Exhibits using water features (i.e. fountains, hot tubs) are prohibited in carpeted areas.

Food and Beverage

The sale, service, or distribution of food or beverage products is an activity that is restricted to those licensed by the Lexington Center Corporation. This includes but is not restricted to food/beverage items used as traffic promoters in trade shows such as coffee, popcorn, sodas, bottled water, bar service, etc.

Trade Show vendors may request authorization to sample food items specific to their business by submitting the Food Sampling Authorization form to LCC prior to the event. Vendors requesting permission to sell food items must submit the Food Sale and Distribution Authorization form for LCC review. Should approval be granted these vendors are subject to a \$50/day food vendor fee.

Food preparation is not permitted in carpeted areas.

Possession and consumption of alcoholic beverages is prohibited except by distribution through LCC or its designated caterer.

LCC, at its discretion, may require full payment of estimated host bar costs one week prior to event.

Events seeking an alcohol sponsor must discuss this in advance with their Sales or Event Manager to ensure steps are taken to adhere to KRS statutes governing the sale of alcohol.

As stipulated by KRS Statute 243.036, the auction of any alcoholic beverage requires a temporary permit issued by the Alcohol Beverage Control Board. The application process takes 30-45 days to complete. A permit must be presented in order for the item to be sold. For further details and the application please contact the ABC Board at 859.258.3796.

Fire and Safety Regulations

Per KRS 237.115 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.

All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs shall remain illuminated and fully visible.

Use of the facilities for a trade show or public exhibit purposes requires a detailed floor plan depicting the intended use of the area. Floor plan will be submitted to the Lexington Center Corporation for review and approval by the Center and local fire marshal where appropriate. Displays located in corridors shall be located to one side only leaving an eight foot wide clear walking path. Approval of plans shall be obtained prior to sale or allocation of space to potential exhibitors.

Rigging plans must be submitted for approval for events that require equipment in excess of 100 lbs. to be suspended from the ceiling. Rigging of AV equipment and/or production equipment must be performed by Lexington Center staff or authorized representatives.

Any use of open flames or smoke generating substances or equipment must receive prior approval.

All decorations and construction materials must be non-combustible or flame retardant (documentation is required). This includes but is not limited to organic decorations such as mulch, hay bales, etc.

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.

Internal combustion equipment and motor vehicles may be displayed under the following conditions:

- Fuel supply limited to that necessary for installation and removal of equipment.
- Fuel tanks must have pressure released by removing fuel cap after vehicle has reached display position, and then the fuel cap must be locked or sealed.

- Electrical power supply must be disconnected.
- Keys must be removed from ignition and will be retained at LCC Security Headquarters.
- Motor vehicles are prohibited in carpeted areas, unless under the direction of LCC management, to take precautions for protection of LCC property.
- Any use of motorized vehicle in Lexington Center is subject to prior approval of Management. Use of motorized vehicles during public occupancy of facility is prohibited.

A maximum of two 20' x 20' tents are allowed per 15,000 square feet of space rented with the following conditions:

- Tents must be non-combustible and flame-proof.
- Tents must be open on all four sides.
- If more than one tent, tents must be spaced at least 20 feet apart.
- No open flames permitted in tents.
- Each tent must be equipped with Type ABC fire extinguisher.
- Exhibitor personnel must occupy tent during show hours.
- Electrical service must be turned off at the conclusion of each show day.

The use, display, or storage of flammable liquids, including LP gas, is prohibited except as provided by local and state fire regulations. Complying vendors using propane for the purpose of food preparation are subject to the following limitations:

- Compressed gas cylinders must be firmly secured in an upright position.
- Propane storage tanks may be no larger than 5 pounds per booth.
- Booths using propane shall be located no closer than 100 feet apart.
- Additional propane tanks must be stored outside of the building.
- Food preparation is not permitted in carpeted areas.

LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT

LEXINGTON CENTER CORPORATION

By: _____
Jim Gray
Mayor

By: _____
William B. Owen
President and CEO

Date: _____

Date: _____