

LICENSE AGREEMENT

LICENSEE: FRIGHT NIGHTS PRODUCTION CO.

ADDRESS: Attention: Greg Walker
601 Lagonda Avenue
Lexington, KY 40505
Office: 859.226.9735
Fax: 859.226.9765
GWalker369@aol.com

ENCROACHMENT LOCATION: Jacobson Park

TERM OF LICENSE: September 6, 2019 to November 30, 2022 which may be renewed for two additional one year periods, upon mutual agreement of the parties.

Dates of Operation: Last weekend in September and Thursday through Sunday in October

Times of Operation: Dusk to 11:00 p.m. on Sunday nights, and dusk to 12:00 a.m. on Friday and Saturday nights.

PAYMENT: Payment will be the sum equal to 10% of Gross revenue.

SCOPE OF LICENSE AGREEMENT: Licensee may enter upon Park property to decorate and staff a Halloween event in Jacobson Park.

INSURANCE: Licensee shall purchase and maintain for duration of event all insurance required within the Terms and Conditions.

Agreement is granted by the Lexington-Fayette Urban County Government. It constitutes the complete agreement by and between the parties with respect to the use granted

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: Linda Gorton

Title: Mayor

Date: SEP 16 2019

FRIGHT NIGHTS PRODUCTION CO, LLC

By: GREG WALKER

Title: Owner

Date: 9-25-19

TERMS AND CONDITIONS

I. GENERAL TERMS

- A. In consideration for granting of this License, the Licensee hereby agrees to abide by the Terms and Conditions set forth herein.
- B. Licensee hereby agrees and accepts the fact that a License for temporary use of public property hereunder is in no way to be construed as implying the granting of long-lasting or permanent tenure over the public property.
- C. Licensee agrees that its use will not affect the rights or interest of other public or private entities which may in the past, present, or future co-exist on that portion of the public property which is the subject of this Agreement.
- D. Licensee agrees that any work required or performed pursuant to this Agreement is to be done in accordance with Lexington-Fayette Urban County Government standards and specifications. The Licensee further agrees that any and all work to be performed on the subject property shall have the approval and authorization of the Director of the Lexington-Fayette Urban County Government or his/her designated representative, and shall submit a site plan to the Division of Parks and Recreation a minimum of thirty (30) days prior to opening night.
- E. In the event the Licensee violates any portion of this Agreement and is found to be in Default, the Lexington-Fayette Urban County Government will give written notice of such default to the Licensee. The Licensee will have ten (10) days to correct any default after written notice is given. If the Licensee does not correct such default, the Lexington-Fayette Urban County Government may elect to cancel and terminate the License Agreement and given written notice of such cancellation to the Licensee. The Licensee shall have ten (10) days after receipt of such notice to vacate the Premises and restore the property to its original condition.
- F. Licensee agrees that any construction, installation, or maintenance work it does on the subject property under this Agreement shall be done in such a manner as to promote and preserve public safety and welfare and with minimum of disruption and interference with the free flow of vehicular and/or pedestrian traffic over the duration of this Agreement.
- G. Licensee agrees to comply with all federal, state and local statutes, ordinances, rules and regulations which may apply to its use of the subject property for the duration of this Agreement.
- H. Licensee agrees that the Lexington-Fayette Urban County Government

Administrator of Park Services, or his/her designee, will be allowed to enter the leased grounds at any and all times. The Lexington-Fayette Urban County Government has the right to review and approve all events, productions, site improvements, and advertising as it relates to the Halloween attraction.

II. LICENSED PREMISES

- A. The premises licensed for the use during the term of this License Agreement are limited to the following areas of Jacobson Park: Camp Kearney trails, the large Camp Kearney building, and all available parking areas and Pine Forest Area.
- B. The Licensee will also be permitted to use the other Camp Kearney buildings in the production area for ticket booth, costume room, etc.
- C. The Licensee will be permitted to begin set-up as early as September 6 each year covered by this agreement.
- D. The Licensee must vacate on or before November 30 of each year covered by this agreement.

III. DUTIES OF LICENSOR

- A. Licensor shall not be responsible for any loss or damage to any equipment or props, or any other property belonging to the Licensee.
- B. Licensor assumes all costs of electricity and agrees to provide electrical support and site inspections including four (4) service panels and two (2) sub panels with total available amperage of 800. All electrical work must be operational and complete one week prior to event start-date. Licensor agrees have electricity operational and provide one (1) key to panel boxes.
- C. Licensor will provide one staff member to serve as liaison between vendor and the Division of Parks and Recreation to review construction, production planning and implementation and to insure safety, quality and timely response to all requests.
- D. Licensor will provide usage of buildings in the production area for costume room, storage, etc.
- E. Licensor will provide usage of two (2) sets of keys to the building and front gate, which are to be returned by the Licensee to the Division of Parks and Recreation upon completion of the production.
- F. Licensor will provide daily trash pick-up of bagged trash and additional trash barrels.

IV. DUTIES OF LICENSEE

- A. Licensee shall be responsible for any damages to the park and/or its structures that Licensee and/or Licensee's personnel may cause.
- B. Licensee will staff all sites to include: event manager, section leaders, actors, parking crew, security, trash pick up, ticket sales and concession sales and all other needs. The vendor will be responsible for all collections and admission proceeds. Paid workers and/or volunteers under the age of eighteen (18) are prohibited. Licensee will conduct criminal background checks at their own expense for all workers.
- C. Licensee will provide daily trash pickup for parking and production areas for the duration of the set-up, production and dismantling of the production and take all trash to dumpsters after each event.
- D. Licensee agrees to keep electrical panel boxes locked at all times and submit any requests for modifications to electrical service for prior approval to Parks and Recreation. No modifications to electrical service can be made without approval from Parks and Recreation.
- E. Licensee will provide all props, costumes, masks, and makeup.
- F. Licensee will design and operate a minimum of twelve (12) scare venues of which the vendor may use a combination of animatronics, actors, lighting, sound, props and special effects and submit the venue plan to Parks and Recreation for review. Provide all make-up, costumes and masks. Construct and decorate all scare venues using their labor and materials and submit all maintenance and construction for these venues to Parks and Recreation for approval prior to event opening.
- G. Licensee agrees to operate the production on all nights scheduled weather permitting. Licensee agrees to follow the Parks and Recreation severe weather policy; determine when event is to be cancelled due to weather and notify Parks and Recreation of all cancellations.
- H. Licensee will provide all labor and equipment to perform construction, clearing and mulching of trail.
- I. Licensee will provide insurance coverage naming Lexington-Fayette Urban County Government as an additional insured.
- J. Licensee will provide a communications system, i.e. portable radio, walkie-talkie or cellular phone to communicate at the site with volunteer staff under Licensee's direction.
- K. Licensee will provide fire extinguishers during production nights for fire safety as required.

- L. Licensee will provide all advertising and promotions that will include the Division of Parks and Recreation logo as a sponsor on all materials if requested. The Licensee will provide four (4) complimentary tickets for each performance to be used by "mystery shoppers" who will evaluate the quality of the experience.
- M. Licensee will provide all in-park directional signage to include adequate signage for direction to the venue, parking, ticket sales, etc. Licensee will also provide a Parking Plan to determine lighting, maximize safety and traffic flow and minimize impact.
- N. Licensee will provide a minimum of three (3) portable toilets, one (1) of which is to be wheelchair accessible.
- O. Licensee will insure that all production patrons are out of the park and secure all facilities and front gate nightly for the duration of the production.

V. PAYMENT UNDER LICENSE AGREEMENT

- A. Licensee will keep accurate accounting of attendance by using tickets which are numbered in sequential order. Licensee will provide Lexington-Fayette Urban County Government with a daily reporting of ticket numbers issued to attendees on a weekly basis. Licensee will be responsible for collection of all admission proceeds.
- B. Licensee shall maintain during the course of this event, and retain not less than five (5) years from the date of the final payment under the agreement, complete and accurate records of all of Licensee's revenues as they pertain to the Halloween event.
- C. All cancellations must be approved in advance by the Division of Parks and Recreation.

VI. IDEMNITY PROVISION

Licensee agrees to defend, indemnify and hold harmless Licensor from any and all losses or claims of whatever kind that are in any way incidental to or connected with or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance or breach of this contract by Licensee, including any environmental problems Licensee may cause, including without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof. This indemnity agreement shall in no way be limited by any financial responsibility, insurance, or loss control requirements below and shall survive the termination of this Agreement.

For purposes of this Indemnity Provision:

- a. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Licensee's expense,

using attorneys approved in writing by Licensor, which approval shall not be unreasonably withheld.

- b. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violations from Governmental agencies and other causes of action of whatever kind.
- c. The word "losses" includes, but is not limited to, claims, liens, demands, causes-of-action, judgments, penalties, interest, court costs, legal fees, and litigation expenses arising from the death, injury or damage of any kind.

VII. INSURANCE REQUIREMENTS

"Licensee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee. Any/all insurance shall be written on an "occurrence form" for limits not less than those specified below or as required by law, whichever is greater."

I. Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (07/98) with:

- a. Combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage.
- b. Endorsements naming as additional insured's, "The Lexington- Fayette Urban County Government its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsements that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice, to Lexington-Fayette Urban County Government, Claims Division, 6th Floor, 200 East Main Street, Lexington, Kentucky 40507.

2. Comprehensive Automobile Liability Insurance providing coverage at least as broad as Insurance Services Office Form Number CA 0001 (07/97), code I "any auto" with:

- a. Combined Single Limits not less than \$1,000,000 per occurrence.
- b. Endorsement naming as additional insured "The Lexington- Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers, and successors in interest."

c. Endorsement that coverage shall not be suspended, voided, cancelled by either part, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Claims Division, 6th Floor, 200 East Main Street, Lexington, Kentucky 40507.

3. Workers' Compensation Insurance as required by Kentucky Revised Statutes, and Employer Liability Coverage with:

a. Endorsement that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested to Lexington-Fayette Urban County Government, Claims Division, 6th Floor, 200 East Main Street, Lexington, Kentucky 40507.

VIII. CONDITIONS

A. Acceptability of Insurers -Insurance is to be placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

B. Notice of Coverage Renewals- After insurance has been approved by Licensor, evidence of renewal of an expiring policy must be submitted to Licensor on a manually signed renewal endorsement form. If the policy or carrier has changed a new evidence of coverage must be submitted in accordance with these insurance requirements.

C. Self-Insured Programs- Self-insurance programs, deductibles and self- insured retention in insurance policies are subject to separate approval by the Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Licensee's financial capacity to respond to claims.

D. Verification of Coverage- Within thirty (30) days following signing of contract awarding bid, Licensee agrees to furnish Licensor with all applicable certificates of Insurance, and shall provide Licensor copies of all bonds and make available for review upon request any insurance policies, including all endorsements.

E. Right to Review. Audit and Inspect- Licensee understands and agrees that Licensor may review, audit and inspect any and all of Licensee's records and operations to ensure compliance with these requirements.