

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507, (the "Owner"), and **BLUEGRASS SPORTS COMMISSION, INC.**, whose address is 162 East Main Street, Lexington, Kentucky 40507, (the "Tenant").

WITNESSETH:

1. PREMISES. The leased premises, hereinafter called the "Premises", are identified and described as follows: approximately 1,040 total square feet of rentable area on the second (2nd) floor of the Annex Building located at 162 East Main Street in Lexington, Kentucky, and more specifically identified on Exhibit A of this Agreement.

2. USE. The Premises shall be used by Tenant for general office space and shall not be used for any other purpose without the prior written consent of Owner. Tenant shall not use the Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Tenant shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when Tenant first took possession thereof, and Tenant shall not commit, or allow to be committed, any act of waste, in or about the Premises or the Building. Tenant shall not create, maintain, or permit any nuisance in the Premises or the Building, or permit any objectionable or offensive noise or odors to be emitted from the Premises. If Tenant uses the Premises in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy, Owner may, at its option, require Tenant to discontinue such use or to reimburse Owner as additional rent for any increase in premiums attributable to the use being made by the Tenant. Tenant shall comply with the Rules and Regulations governing the use and occupancy of the building, which Rules and Regulations are attached hereto as Exhibit "C". Owner may amend the Rules and Regulations from time to time, and a written copy of such amendments will be given to Tenant who shall thereafter comply with the same.

- 3A. TERM. The initial term of this Agreement shall be for a period of fifteen (15) months, beginning on April 1, 2015 and ending on June 30, 2016.

- 3B. RENEWAL. The initial term of this Agreement and any extensions thereof may be renewed for four (4) subsequent terms of one (1) year each, subject to the termination provision stated in Section 15. The Tenant may request an extension of the Agreement from year-to-year after the expiration of the initial lease term or any extension term by giving such written notice to the Owner, 90 days prior to the expiration of the initial or an extension term. Owner will respond to request

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for an extension of the lease within thirty (30) days of receipt of the Tenant's request.

4. RENT. Tenant agrees to pay the Owner annual rent as specified in Exhibit B for use of the Premises. The rental payments shall be made at the Owner's notice address in paragraph 25 in advance on or before first (1st) day of the month. Payments shall be made on the following basis: Monthly Quarterly
5. UTILITIES AND SERVICES. Owner shall be responsible for providing and paying for all utilities to the Premises except for any utility that is separately metered for the Premises. In such case, Tenant shall be responsible for payment of the utility charge. Owner shall provide janitorial and cleaning services for common areas of the building, if there be any. Owner does not warrant that any services provided by Owner will be free from interruption due to causes beyond Owner's reasonable control. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Owner liable to Tenant for damages by set-off or abatement of rent or otherwise, nor will it relieve Tenant from performance of Tenant's obligations under this Agreement.
6. SECURITY DEPOSIT. Tenant shall pay a Security Deposit, equal to zero (0) month's rent to Owner upon the full execution of the Agreement. The security deposit is refundable by Owner to Tenant at the expiration of the lease term or any extension thereof, and surrender of the Premises subject to the Tenant's performance of its duties and obligations under the terms of the Agreement.

Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Premises to Owner in broomclean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Owner may restore the Premises to such conditions at Tenant's expense.

7. TAXES AND FEES. Tenant agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. Tenant is not responsible for any applicable real property taxes.
8. COMPLIANCE WITH ORDINANCES, STATUTES, STATE AND FEDERAL LAWS. Tenant shall comply and cause its employees and agents to comply with all ordinances, statutes, state and federal laws, and reasonable operational procedures and standards established by the Owner in connection with the use of the Premises.
9. INSPECTIONS. Owner shall have the right to inspect the Premises at any time during Tenant's normal hours of operation. Owner shall have free access to the Premises at all reasonable times for the purpose of examining the same, or

Initials
Owner _____
Tenant

to make any alterations or repairs to the Premises that Owner deems necessary for its safety or preservation. Owner shall have the right to inspect the Premises outside Tenant's normal hours of operation with 24 hours prior notice.

10. ALTERATIONS TO THE PREMISES AND FIT-UP COSTS. Before any physical improvements or changes to the Premises may be made by Tenant, including painting, Tenant shall obtain prior written approval for such changes from Owner, which approval may be withheld. Any and all improvements once installed, affixed or located in or on the Premises shall be and remain on the Premises and belong to Owner as further consideration of this Agreement. All inventory, furnishings, fixtures and other equipment (not permanently attached to the Premises) may be removed by Tenant upon termination of the Agreement, at Tenant's sole expense, provided such removal does not damage the Premises.

Tenant, at Owner's request, shall remove its personal property and fixtures and shall restore the Premises to the condition existing prior to the items so removed.

11. MAINTENANCE AND USAGE OF THE PREMISES.

- a. Owner shall at its expense keep in good order, condition and state of repair the structural portions of the Premises the plumbing, heating, air-conditioning, electrical service to the Premises and the common areas in the Building; provided, however, that Owner's obligation to make such repairs shall not relieve Tenant of the obligation of paying its share of any operating costs under the provisions of Exhibit B, and provided further that Tenant shall reimburse Owner upon demand for the cost of repairing any damage to the Premises or the Building caused by the deliberate act or negligent act of Tenant or its employees, agents or invitees. Tenant shall, at its expense, keep in good order, condition, state of repair all portion of the Premises with the exception of those to be maintained and repaired by Owner under the foregoing provisions. In the event Tenant fails to comply with the requirements of the foregoing sentence, Owner may make such maintenance and repair and the costs thereof with interest at fifteen (15%) percent per annum shall be immediately payable to Owner as additional rent.
- b. Excepted from Owner's obligation to repair are any repairs made necessary by reason of damage due to fire or other casualty loss covered by standard fire and extended coverage insurance.
- c. Tenant shall use common areas, if there are any, in such manner so as not to interfere with the use of common areas by other occupants of the building.

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- d. Tenant shall reimburse Owner for any fines, penalties and costs and all liability for violation or non-compliance with any requirements related to the Premises imposed as a result of Tenant's failure to repair.

Intentional damage to the Premises shall entitle Owner to terminate the Lease, to repossess the Premises, and to require Tenant to make necessary repairs to the Premises.

- e. With the exception of service animals, dogs and other animals are not permitted on the Premises.

12. SECURITY. Tenant shall have adequate procedures in place to ensure that, if needed, office doors are secured at the end of the business day and that outside doors are secured and keys are distributed to personnel only as necessary. Owner shall maintain a master key in its possession for emergency access to the Premises.

13. PARKING. Tenant shall direct all Tenant employees to park only in those spaces that may be assigned in writing to Tenant by Owner. **Owner provides Tenant zero (0) parking spaces with this agreement.** Tenant is responsible for securing & paying for all parking spaces as they determine are necessary.

14. INDEMNIFICATION AND INSURANCE.

- a. Indemnification - Tenant agrees to indemnify, defend and hold harmless Owner and its agents, officials and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in anyway incidental or connected with or that arise or alleged to have arisen, directly or indirectly in whole or in part from Tenant's or its invitees' use of the Premises. Owner shall not be liable for any loss or damage to persons or property of the Tenant or others located in the Premises or the loss of or the damage to any property of Tenant or others by theft or otherwise from the Premises. Owner shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent such injury or damage results from a negligent or willful act or failure to act of the Owner. Any property of Tenant kept for storage at the Premises shall be so kept or stored at the exclusive risk of Tenant.
- b. Insurance –Tenant shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability insurance, including premises and operations liability, broad form contractual coverage, and fire legal

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liability for said Premises, and any other appropriate insurance, deemed proper and necessary for its use and occupation of the Premises. Liability limits should be in an amount not less than \$1,000,000.00 per occurrence with an aggregate of not less than \$2,000,000.00. Said insurance company shall be authorized to do business in the Commonwealth of Kentucky, with a Best's Key Rating of no less than Excellent (A or A-) and a financial size category of no less than VIII, and must include the provision that "it is agreed and understood that the Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insured, under the provisions of this Agreement." Tenant shall furnish to the Owner's Division of Risk Management a certificate of insurance and make available for inspection a copy of the policy.

Any Tenant improvements to the Premises must be approved in writing by Owner prior to construction. Upon completion of construction, Tenant must provide copies of all required governmental approvals and permits, a copy of the certificate of occupancy, and original copies of full lien waivers from all contractors and materialmen. Such documents must be delivered by Tenant to Owner prior to Tenant occupying the Premises.

- c. Other requirements –Tenant shall require that all contractors/ vendors used by Tenant for fit-up improvements and betterments of the space during occupancy shall be pre-approved by Owner's Division of Building Maintenance and Construction. Furthermore, Tenant shall comply with Owner's risk management provisions and shall provide Owner with copies of certificates of insurance and/or any contracts entered into relating to the above, prior to commencement of work.

15. TERMINATION. After the expiration of the initial lease term, either party may terminate any lease extension at any time, without penalty, upon ninety (90) days prior written notice to the other party. Owner may perform ongoing evaluations to determine whether the Premises are being used by Tenant as stipulated in this Agreement. If Tenant does not utilize the Premises in accordance with the use specified in Paragraph 2 of this Agreement, Tenant upon written notice from Owner shall immediately vacate the Premises and this Agreement will be terminated and of no further force and effort.

16. SIGNAGE. Tenant will be allowed to place, at its sole expense, its name or sign on its Premises in the building, provided such signage complies with the applicable guidelines as set forth by Owner and applicable local sign ordinances.

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Owner _____
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17. AGREEMENT IS NOT ASSIGNABLE. This Agreement is not assignable and Tenant may not sublease or grant any other individual, agency or organization use or occupancy of Tenant's Premises.
18. PROPERTY ON PREMISES IS RESPONSIBILITY OF TENANT. All personal property kept upon the Premises shall be at the sole risk and responsibility of Tenant. This shall include property of contractors/ vendors engaged by Tenant to perform fit-up or conduct other maintenance or improvement activities throughout the term of this Agreement.
19. DESTRUCTION OF PREMISES. If the Premises should be destroyed or damaged by fire or other casualty covered by the Owner's policy of fire and extended coverage insurance, Owner may, at its sole option and expense, elect to make repairs or restore the building and Premises or to cancel this Agreement instead of making the necessary repairs. If the Premises are damaged to such extent that repairs or restoration cannot be effected within one hundred twenty (120) days, either party shall have the right to cancel this Agreement by giving the other party such notice in writing within thirty (30) days from the date such damage occurred. In the event of partial destruction or damage whereby Tenant shall be deprived of the use or occupancy of only a portion of the Premises, then minimum rent shall be equitably apportioned according to the area of the Premises which is usable by Tenant until such time as the Premises are repaired or restored. Owner is not obligated to commence repair or reconstruct the Premises until after it receives the proceeds of insurance in connection with such partial loss. Should the destruction or damage be of such extent that the Premises are entirely unrentable and then the Agreement shall automatically terminate.
20. HAZARDOUS MATERIALS. Tenant will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation. Any Hazardous Materials generated by Tenant will be removed from the Premises at Tenant's expense in the manner required by law and disposed of in compliance with federal, state and local laws and regulations. If at any time Tenant fails to comply with the terms of this section, Owner may remedy such default and Tenant must fully reimburse Owner for any cost or expense it incurs within ten (10) days of written notification from Owner.
21. QUIET ENJOYMENT. Owner hereby covenants and agrees that if Tenant performs all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of, or hindrance from, Owner or any person or persons lawfully claiming the Premises.

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Owner _____
Tenant RM

22. VACATION OF PREMISES. Tenant shall deliver up and surrender to Owner possession of the Premises upon the expiration or termination of the Agreement in as good a condition and repair as the Premises were at the commencement of the Agreement (the elements, ordinary wear and deterioration accepted).

23. DEFAULT AND REMEDIES

- a. If Tenant shall abandon the Premises, or fail to pay any installment of rent or additional rent when due or fail to pay any costs or expenses provided for in this Agreement when said payments are due, or fail to perform any of its other obligations under the terms, conditions, and covenants of the Agreement, then Tenant shall be in default and breach of the Agreement.
- b. In the event of a default and the continuance of such default ten (10) days after written notice thereof is given by Owner to Tenant, in addition to Owner's rights and remedies allowed by law, Owner may, without further notice to or demand upon Tenant, apply the security deposit or re-enter the Premises and cure any default of Tenant. Tenant shall reimburse Owner in curing such default, and Owner shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason or Owner's actions. Further, in addition to any other rights and remedies allowed by law, Owner may terminate the Agreement as of the date of such default and Tenant shall immediately thereafter surrender the Premises to Owner. If Tenant shall not immediately surrender the Premises, Owner may reenter the Premises and dispossess Tenant or any other occupants of the Premises and remove their effects, without prejudice to any other remedy which Owner may have for possession or arrearages in rent.
- c. The failure or delay by either party to insist upon the strict performance by the other or any of the terms, conditions, or covenants of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach. The receipt of rent by Owner after said rent is due and payable shall not be construed as a waiver of such default, and the receipt by Owner of less than the full amount of rent due shall be a payment without prejudice to its right to recover the balance of the rent or to pursue any other remedies provided in the Lease.

24. MEMORANDUM OF LEASE. This Agreement, or a memorandum describing the Premises herein demised, stating the term of the Agreement, and referring to this document, may be recorded by either party.

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Owner _____
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25. NOTICES. Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to the Owner at the following:

Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street
Lexington, KY 40507

Notice shall be sent to the Tenant at the following:

Brian J. Miller, President/CEO
Bluegrass Sports Commission, Inc.
162 East Main Street
Lexington, Kentucky 40507

26. WAIVER. No waiver of any condition of legal right shall be implied by the failure of either party to declare forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless it be in writing signed by party so waiving. The waiver of a breach by either party of any condition shall not excuse, or be claimed to excuse, a future breach of the same condition or covenant or any other condition or covenant.

27. EMINENT DOMAIN. In the event that the Premises or any part thereof shall be at any time after the execution of the Agreement are taken for public or quasi-public use, or condemned under eminent domain, Tenant shall not be entitled to claim or have paid to it any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of Tenant, and Tenant hereby relinquishes to Owner any rights to any such damages. Should all of the Premises be taken by eminent domain, then this Agreement shall be deemed terminated, and Tenant shall be entitled to no damages or any consideration by reason of such taking.

28. INTERPRETATION. If any clause, sentence, paragraph or part of the Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other aspects this Agreement shall continue in full force and effect. The Agreement, having been negotiated in good faith between the parties with advice of their respective counsel, shall not be construed against one party or the other.

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29. INTERPRETATION AS PARTNERSHIP PROHIBITED. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between the parties.
30. NON-DISCRIMINATION. Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap and will state in all solicitations or advertisements for employees placed on behalf of Tenant that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.
31. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to Tenant's occupancy, use, and lease of the Premises, and there are no other promises or conditions in any other agreement either oral or written. The Agreement may be amended only in writing and only if such writing is signed by both parties. The parties acknowledge that any amendment to the Agreement must be approved by the Lexington-Fayette Urban County Council.
32. HOLDOVER. Should the Tenant hold over after termination of the Lease without a properly signed extension agreement, the Lease will become month-to-month subject to termination upon thirty (30) days written notice by either party. Monthly rent shall be one hundred fifty percent (150%) of the fair market value.
33. ATTORNEYS FEES. Should either party expend attorney's fees, and cost to enforce any provision of this Agreement, the prevailing party shall recover its attorney's fees and costs from the other party.
34. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.
35. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise or any rights in favor of any third party.
36. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on both parties and their successors and assigns.

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Owner _____
Tenant BM

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

The foregoing terms and conditions are accepted by the Owner this ____ day of _____, 20____.

OWNER:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
Jim Gray, Mayor

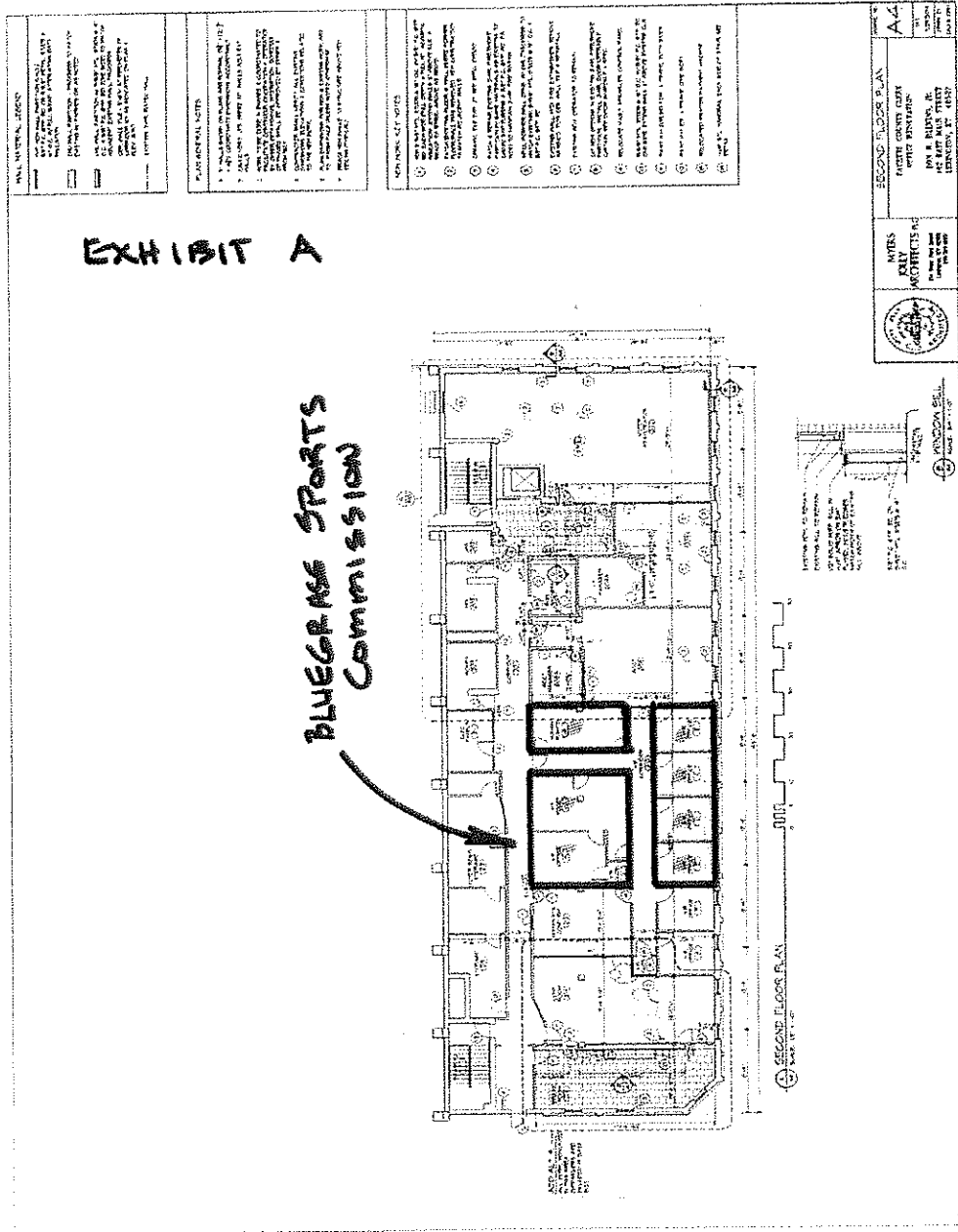
The foregoing terms and conditions are accepted by the Tenant this 13 day of February, 2015.

TENANT:

BY: [Signature]
Its: _____

Initials
Owner _____
Tenant [Signature]

EXHIBIT A



Tenant: Bluegrass Sports Commission, Inc.
 Premises: Annex Building
 Address: 162 East Main Street
 RSF: 1,040
 Initial lease term: Fifteen (15) Months with four (4) automatic extensions of one (1) yr ea.

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 Tenant *BM*

**EXHIBIT B
RENT SCHEDULE**

FY	FMV Rental Rate per s.f.	Annual FMV Rent	Adjusted Annual Rent	Adjusted Payment	
				■ Monthly	□ Quarterly
2016	\$12.96	\$13,478.40	\$5,158.32		\$429.86
2017	\$12.96	\$13,478.40	\$5,158.32		\$429.86
2018	\$12.96	\$13,478.40	\$9,318.36		\$776.53
2019	\$12.96	\$13,478.40	\$11,398.44		\$949.87
2020	\$12.96	\$13,478.40	\$13,478.40		\$1,123.20

NOTE: Zero (0) parking spaces are included in this agreement. Tenant is responsible for securing and paying for all needed parking.

- B.1 Rent. Tenant shall pay to Owner as rent for the Premises the annual sums specified in Exhibit B (Adjusted Annual Rent column). If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.
- B.2 Annual Rental Adjustment (if applicable). If in any calendar year or partial calendar year during the term hereof (or renewal periods, if any), the Operating Expenses of the Building as hereinafter defined shall exceed \$4.75 per Rentable Square Foot of an area therein, then Tenant shall pay as additional rental for that year or partial calendar year Tenant's Proportionate Share of the excess Operating Expenses exceeding \$4.75 per Rentable Square Foot. Tenant's Proportionate Share of operating expenses is the percentage determined by dividing the rentable area in Tenant's Premises by the total rentable area in the building.
- B.2-1. For the purposes of this Agreement, Operating Expenses shall mean any and all costs paid or incurred in the discretion of the Landlord, in connection with the operation, service, maintenance, repair of the Building (including fire and extended insurance costs) determined in accordance with generally accepted accounting principles (on an accrual basis) consistently applied.
- B.2-2. Notwithstanding the Landlord's discretion as to Operating Expenses, no expense incurred for the following shall be included in Operating Expenses:
- (1) Cost incurred by Owner for Tenant's alterations;

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- (2) Depreciation of the building;
- (3) Costs of capital improvements which do not improve the building's operating efficiency, reduce utility expenses, or which may not be required by governmental authorities;
- (4) Payments of principal on any mortgage or debt service;
- (5) Utility cost separately metered for each tenant's premises.

B.2-3. Tenant shall pay all charges for all separately metered utility services used by it in the Premises and supplied by Owner, a public utility or public authority or any other person, firm or corporation; provided, however, that the Tenant shall not be charged more by Owner than the rates it would be charged for the same service if furnished by a public utility company or governmental unit.

B.3 Payment of Annual Rental Adjustment (if applicable). Tenant's Annual Rental Adjustment shall be estimated annually by Owner and written notice of the estimated amount given to Tenant prior to the beginning of each fiscal year commencing on July 1. Tenant shall pay one-twelfth (1/12) of the estimated amount each month, as additional rent, along with the monthly installment of base rent. Within ninety (90) days after the end of each such calendar year, Owner shall prepare and deliver to Tenant a statement showing in reasonable detail the actual amount of Operating Expenses for the preceding fiscal year and the actual amount of Tenant's Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Owner, or Owner shall credit to Tenant, the difference between the actual amount of Tenant's Annual Rental Adjustment for the preceding fiscal year and the estimated amount paid by Tenant during such year provided however, that notwithstanding anything to the contrary herein contained, Tenant shall not be entitled to a credit for any amount of annual base rent paid.

B.4 Service Charge. If any installment of base rent or additional rent provided for in this Agreement is not paid within ten (10) days after its due date, it shall be subject to a service charge of five percent (5%) of the unpaid rent due for each month or fraction thereof or such lesser amount as may be the maximum amount permitted by the law, until paid.

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Exhibit C
RULES AND REGULATIONS

1. No advertisement, sign, lettering, notice or device shall be placed in or upon the Premises, its windows or doors, or upon the Building except such as may be approved in writing by Owner.
2. Owner shall maintain a Building directory with the name of Tenant, its organizational divisions and the name of any other business entities lawfully occupying the Premises or any part thereof.
3. No additional locks other than building standard shall be placed upon any doors of the Premises without Owner's consent and Tenant agrees not to have any duplicate keys made without the consent of Owner. If more than two keys for any door lock are desired such additional keys shall be acquired from Owner and shall be paid for by Tenant. Upon termination of this Lease Tenant shall surrender all keys to Owner. Tenant shall not replace the locks on any doors. Should Owner consent to the replacement of such lock Owner shall replace the lock at Tenant's sole expense.
4. No furniture, freight, supplies not carried by hand, or equipment of any kind shall be brought into or removed from the building without the consent of Owner. Owner shall have the right to limit the weight and size to designate the position of all safes and other heavy property brought into the building. The furniture, freight, supplies, equipment, safes and such other heavy property shall be moved in or out of the Building only at the times and in the manner permitted by Owner. Owner will not be responsible for loss of or damage to any such items and all damage done to the Premises or to the Building by moving or maintaining such items shall be repaired at the expense of Tenant. Any merchandise not capable of being carried by hand shall utilize hand trucks equipped with rubber tires and rubber side guards.
5. Tenant, its invitees or guests, shall not disturb other occupants of the Building by making any undue or unseemly noise, or otherwise. Tenant shall not, without Owner's written consent, install or operate in or upon the Premises any machine or machinery causing noise or vibration perceptible outside the Premises, electric heater, stove, device for the preparation of food, or machinery of any kind or carry on any mechanical business thereon, or keep or use thereon oils, burning fluids, camphene, kerosene, naphtha, gasoline, or other combustible materials. Notwithstanding the foregoing, Tenant may operate within the Premises a device for the brewing of coffee to be consumed on the Premises. No explosives shall be brought into the Building.
6. Tenant shall not mark or drive nails or screws into the woodwork or plaster, or paint, or in any way deface the Premises, the Building, or any parts thereof or

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Owner _____
Tenant AM

fixtures therein. The expense of remedying any breakage or stoppage resulting from a violation of this rule shall be paid by Tenant.

7. Canvassing, soliciting and peddling in the Buildings are prohibited and each Tenant shall cooperate to prevent such activity, however, Owner, in its discretion, may allow beverage and snack vending in the Building.
8. Tenant may request the assistance of Owner's employees only upon approval of the Owner's manager. Owner's employees are not required to perform any work or do anything outside of their regular duties, except on issuance of special instructions from the Owner's manager. If Owner's employees are made available to assist Tenant, Owner shall be paid for their services by Tenant at reasonable hourly rates.
9. Owner reserves the right to close and keep locked all entrance and exit doors the Building on Sundays and legal holidays and between the hours of 6:00p.m. on any day and 8:00 a.m. of the following day during such further hours and Owner may deem advisable for access control of the Building. Notwithstanding the foregoing, Tenant shall have access to the Building at all hours.
10. Owner may utilize an outside agency to control access to the Building when it is locked. Owner does not assume any responsibility for, and shall not be liable for, and damage resulting from any error in regard to any identification of Tenant or its employees and from admission to, or exclusion from, the Building by such outside agency.
11. The heating and air conditioning systems shall be operated at such times as the Building Owner shall designate from time to time. Tenant shall not utilize any equipment requiring extraordinary services without the prior written consent of Owner.
12. Tenant shall exercise care and caution to insure all water faucets or water apparatus, electricity and gas are carefully and entirely shut off before Tenant or its employees leave the Premises so as to prevent waste or damage. Tenant shall be responsible for any damage to the Premises or the Building and for all damage or injuries sustained by other tenants or occupants of the Building arising from Tenant's failure to observe this rule.
13. Owner reserves the right to exclude or remove from the Building any person who, in the judgment of Owner, is under the influence of liquor or drugs, or who is in the judgment of Owner disturbing other Tenants or occupants of the Building arising from Tenant's failure to observe this rule.
14. Toilet facilities shall be provided for men and women by Owner. Plumbing fixtures and appliances shall be used for the purpose for which they were designed and no rubbish, rags or other unsuitable material shall be thrown or

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Owner _____
Tenant BM

placed therein. Repairs resulting from such damage to any such fixtures or appliances from misuse by a Tenant shall be paid by Tenant and Owner shall not in any case be responsible therefore.

15. Owner will replace tubes and lamps for lighting fixtures at Tenant's expense if requested by Tenant to do so.
16. Owner reserves the right to rescind any of these rules and regulations and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed or desirable for the care and cleanliness of the Premises and the Building. Such rules and regulations when made and upon written notice to Tenant, shall be binding upon Owner and Tenant in like manner as if originally set forth herein.
17. Tenant agrees that Owner shall not be responsible for lost or stolen personal property, money or jewelry from the Premises or Building regardless of whether such loss occurs when the area is locked against entry or not.

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Owner _____
Tenant BM

Partner Agency Facility Usage Questionnaire

Note: All sections must be completed in order to process request.

Entity Information:

Official Name: **Bluegrass Sports Commission, Inc.**

Address: 162 E Main Street Lexington, KY 40507

Non-profit? YES X No

If yes, please provide details (type of organization, date, certification,..):

The BSC is a 501c3 Our mission is to recruit, stage and create sports events in Central Kentucky for the purposes of economic development and improving the quality of life for the citizens.

Our goal is to continue being a major driving force for positive growth in our region. We constantly work to innovate and create a vision for what Central Kentucky can do.

Federal Tax ID Number: 61-1315950

Overview (list ALL services provided):

The signature event of the BSC is the Bluegrass State Games, which have taken place in central Kentucky since 1985. In addition, the BSC manages other events as a major source of funding, which is then used to work on other projects beneficial to the community.

Entity Authorized Contact Name: Brian J. Miller, President/CEO

Entity Contact Number(s): (O) (859) 258-3040 (M) (859) 420-4191 E-mail: bmiller@bluegrasssports.org

The following support documents must be attached to GS-101:

- Current annual report filed with the Kentucky Secretary of State
- Mission Statement
- Organizational chart
- Source, amount & duration of funding (*private, state or Federal, loan; Grants,*)
- Business plan
- Anticipated organizational budget identifying the proposed amount for lease and operational expenses.
- Annual cash flow report (*if an existing entity*). If new, a projected annual CF report must be submitted.

Please submit the questionnaire and all required attachments to the department responsible for conducting the initial evaluation.

Partner Agency Facility Usage Questionnaire

LFUCG Internal Evaluation:

Requesting Department / Division: Chief Development Officer, Office of the Mayor

Proposed initial length of agreement: 12 Months with four (4) automatic annual renewals

Note: All lease agreements to expire by June 30th.

Requested By:

Name: **Kevin Atkins** Title: **Chief Development Officer** Date: ___/___/___

Approval (____) initials Title: Director / Deputy Director Date: ___/___/___

Approval (____) initials Title: Commissioner Date: ___/___/___

Comment:

Entity Evaluation & Overview:

Entity meets Urban County need YES NO

Please provide detail:

PARTNERSHIP OBLIGATION CLASSIFICATION:

Entity and LFUCG are parties to an agreement whereas facility funding is required by ordinance, contract or resolution (other than a PSA) YES NO

Provide detail:

Partner Agency Facility Usage Questionnaire

PROPOSED LEASE & SPACE ALLOCATION:

Number of Employees: _____ (FT), _____ (PT)

Requested Space: 1,040 (Sft.)

Proposed Location Address: 162 East Main Street (Annex Building)

O&M Expenses (\$/Sft./Yr.): (\$) \$5,158.32 (*Determined by Real Estate/Properties Section*)

Note: Tenant may be required to submit Space Needs Analysis form provided by Department of General Services.

RENT ANALYSIS:

I) Calculated Fair Market Rent: \$13,478.40 (\$12.96 \$/Sft./Yr) (*Determined by Real Estate/Properties Section*)

Note: Tenant to pay its prorata share of all direct & indirect operating and maintenance expenses plus base rent.

II) Calculated O&M Costs: \$5,158.32 \$/Sft./Yr. (*Determined by Real Estate/Properties Section*)

III) Calculated Base Rent (I-II): \$8,320.08 \$/Sft./Yr.

IV) Proposed adjustments/subsidies/assistance *applied toward base rent (III) only.* (By Others)

Reduction %: 100, (\$/Sft./Yr.): 8.00, (\$/Year): \$8,320.08

V) Final Adjusted Rent (I-IV): \$5,158.32 \$/Sft./Yr.

Please identify the source of funding to offset any proposed adjustments/reductions:

Approved by:

Date: __/__/__

Commissioner of Requesting Department

Date: __/__/__

Director of Facilities & Fleet Management

Date: __/__/__

Commissioner of General Services

Date: __/__/__

CAO

Note:

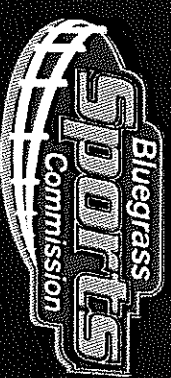
The Department of General Services will initiate the Blue Sheet process for Council's review and final

Partner Agency Facility Usage Questionnaire

approval once all of the appropriate signatures have been secured.

Partner Agency Facility Proposal

Bluegrass Sports Commission – “Economic Development Through Sports”



PARTNER AGENCY FACILITY PROPOSAL

As we embark on a new year, I am so excited about what lies ahead for our organization. During the past few years, faithful members of our Board and our staff have worked diligently to create a sustainable model by which we can impact our Central Kentucky community for years to come.

Today, our organization is primed to be a major economic engine in Lexington and Central Kentucky. For many years the Bluegrass State Games, LASA and the Sports Commission has been housed for free in the LFUCG building. We appreciate the cities support during that time. Today we are on our way to achieving big things and being the self-sustaining organization that will keep us in operation. We have worked closely with the General Services team and are able and prepared today to sign a 5-Year lease that has us covering the O&M expenses however, we are asking for support to cover the additional rent.

Today the Sports Commission not only manages the Bluegrass State Games, Kentucky Indiana All-Star Game and the Bluegrass Sports Awards but have formed partnerships with several sports organizations across Kentucky to help keep the events in our community and make them stronger. Some of those partnerships include: Special Olympics, KHSAA and Mr. and Ms. Basketball banquet, Kentucky Horse Park and the Rolex 3 Day Event, Youth Sports Facilities like Champions Baseball and KBA, as well as other events like the Kentucky Senior Games, Kentucky Outdoor Adventure Games and many more events that keep money flowing into our community, guests sleeping at our hotels and eating in our restaurants.

My goal is to have our organization be one that serves this community and help keep Lexington on the map for National and Regional sporting events. Our organization will be directly involved with over \$60 million dollars of Economic Impact. These lofty goals come on the heels of a small staff, with big dreams and a very tight budget.

With your continued support, I'm confident Lexington will have a very successful Sports Commission.

Facility Proposal
2015



MISSION STATEMENT

The mission of the Bluegrass Sports Commission (BSC) is as follows:

Governed by a board of directors, the Bluegrass Sports Commission (BSC) is an independent, non-profit 501c3 organization responsible for recruiting, growing, executing and attracting sporting events of all sizes and types that serve central Kentucky by increasing economic activity and/or improving the quality of life for its citizens.

BSC will provide the following services to the Central Kentucky region and its members:

- Annually staging and growing the Bluegrass State Games
- Working on current and future events to bring measurable incremental increase in economic development
- Maximizing the visitation and attendance of all events to increase consumer spending for restaurants and other entertainment options
- Actively working with corporate sponsors to increase their business development efforts through their active support of BSC events and efforts
- Working with all pertinent local and regional organizations to identify other opportunities to assist the economic development of the community
- Working with private and public entities on the development of ideas that will assist their efforts to turn ideas into realities through the creation and recruitment of sporting events that advance the quality of life
- Working to attract, create, and grow events that will give the local community entertainment options that will enhance the lives of our citizens
- Conducting research on the best events and activities to maximize impact on the community, as well as facilities and infrastructure needed
- Serving as an advocate for facility and infrastructure development within public and private sectors





Organizational Vision

Membership Program

Bluegrass State Games

Partnership Marketing

Awards & Banquets

Breeders' Cup Festival Week

Consultative Marketing

Kentucky Horse Park

Owned Events

ORGANIZATIONAL CHART

Board of Directors

Brooks Downing, Chair
 Alan Stein, Past Chair
 Kris Zander, Vice Chair
 David Bertram, Treasurer
 Kim Shelton, Secretary

Board of Directors
 (32 members)

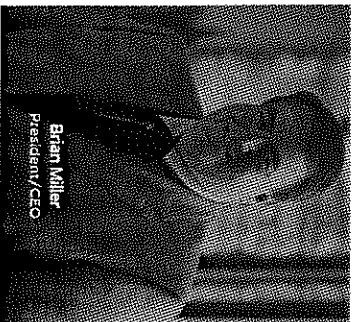
President/CEO
 (Brian Miller)

Director of Operations
 (Amy Ratliff)

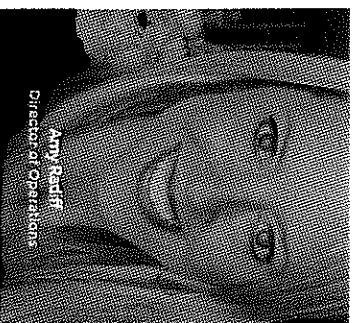
Director of Sales/Marketing
 (Brian Pulley)

Academic Year Interns -
Unpaid
 (2-3 per semester)

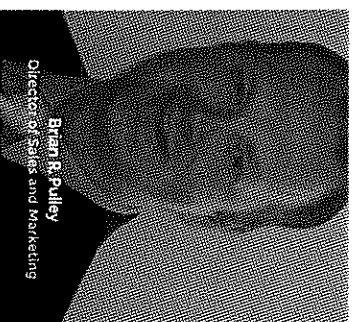
Breeders' Cup Festival Week
 Executive Director
 (Laura Prewitt)



Brian Miller
 President/CEO



Amy Ratliff
 Director of Operations



Brian R. Pulley
 Director of Sales and Marketing

Cindy Jacobelli
 Ken Jackson
 Phil Holoubek
 Gene Guinn
 Rick Ford
 Ukari Figgs
 Joe Fields
 Cliff Feltham
 Brigid DeVries
 Johnathon Davis
 Lee Carter
 Steve Brooks
 Don Adkins
 Kim Shelton, Secretary
 David Bertram, Treasurer
 Kris Zander, Vice Chair
 Alan Stein, Past Chair
 Brooks Downing, Chair

2015 BUDGET - INCOME

2013/2014/2015 BSC Budget Compared Summary

Department	Income	2013 Budget	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 YTD
Bluegrass State Games							
	BGSG Entry Fees	\$ 252,164.20	\$ 231,843.80	\$ 250,000.00	\$ 213,950.51	\$ 235,000.00	\$ -
	BGSG Sponsorships	\$ 161,250.00	\$ 79,700.00	\$ 80,200.00	\$ 73,000.00	\$ 100,000.00	\$ -
	LFUCG	\$ 52,500.00	\$ 52,500.00	\$ 52,500.00	\$ 52,500.00	\$ 52,500.00	\$ -
	Commonwealth of Kentucky	\$ 50,000.00	\$ 49,970.00	\$ 49,970.00	\$ 50,000.00	\$ 50,000.00	\$ -
	Fundraising	\$ 12,500.00	\$ 15,380.00	\$ 15,000.00	\$ 11,118.00	\$ 12,500.00	\$ -
	BGSG Interest/Misc	\$ 150.00	\$ 92.90	\$ 500.00	\$ 40.72	\$ 50.00	\$ -
	Housing Bureau	\$ 500.00	\$ 3,952.00	\$ 5,000.00	\$ 2,790.00	\$ 3,500.00	\$ -
	BGSG Vendors	\$ 500.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,500.00	\$ -
Bluegrass Sports Awards							
	Table Sales	\$ 26,500.00	\$ 16,375.00	\$ 25,000.00	\$ 12,050.00	\$ 40,000.00	\$ -
	Ticket Sales	\$ 2,500.00	\$ 3,437.00	\$ 3,500.00	\$ 1,650.00	\$ 2,500.00	\$ -
	Silent Auction	\$ 10,000.00	\$ 5,637.00	\$ 5,000.00	\$ 5,497.00	\$ 7,500.00	\$ -
	Sponsorships	\$ 50,500.00	\$ 28,500.00	\$ 35,235.00	\$ 33,500.00	\$ 30,000.00	\$ -
Memberships							
	Individual	\$ 500.00	\$ 100.00	\$ 1,000.00	\$ -	\$ 25,000.00	\$ -
	Hotel	\$ 3,000.00	\$ 2,279.00	\$ 5,000.00	\$ 925.00	\$ 5,000.00	\$ -
	Corporate	\$ 6,000.00	\$ 6,250.00	\$ 20,000.00	\$ 250.00	\$ 25,000.00	\$ -
Other Event Revenue							
	KIAS Game	\$ -	\$ -	\$ 86,750.00	\$ 37,194.77	\$ 54,750.00	\$ -
	BLRW/PAL	\$ -	\$ 5,685.00	\$ -	\$ -	\$ -	\$ -
	Bluegrass Showcase	\$ -	\$ -	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -
	Breeders' Cup Festival					\$ 110,000.00	\$ -
	Kentucky Outdoor Adventure					\$ 15,000.00	\$ -
	Horse Capital Marathon					\$ 7,500.00	\$ -
	Kentucky Senior Games					\$ 5,000.00	\$ -
	Rolex 3 Day Event					\$ 5,000.00	\$ -
	Mr. and Ms. Basketball					\$ 2,500.00	\$ -
	Run for the Roses					\$ 2,500.00	\$ -
Total Income		\$ 628,564.20	\$ 496,316.70	\$ 637,455.00	\$ 499,766.00	\$ 794,300.00	\$ -

2015 BUDGET - EXPENSE

Department	Expense						
	2013 Budget	2013 Actual	2014 Budget	2014 YTD	2015 Budget	2015 YTD	
Bluegrass State Games							
General & Administrative	\$ 45,900.00	\$ 46,048.89	\$ 38,500.00	\$ 37,658.78	\$ 50,000.00	\$ -	
Marketing	\$ 32,500.00	\$ 19,868.17	\$ 25,000.00	\$ 12,527.34	\$ 15,000.00	\$ -	
Materials	\$ 80,356.28	\$ 49,821.03	\$ 80,200.00	\$ 48,989.50	\$ 35,500.00	\$ -	
Miscellaneous	\$ 3,500.00	\$ 1,100.00	\$ 1,500.00	\$ 7,933.78	\$ 1,500.00	\$ -	
Opening Ceremonies	\$ 2,000.00	\$ 2,145.59	\$ 4,500.00	\$ 2,180.83	\$ 2,500.00	\$ -	
Operations	\$ 101,684.76	\$ 94,546.83	\$ 89,300.00	\$ 72,217.30	\$ 85,500.00	\$ -	
Personnel	\$ 76,000.00	\$ 62,480.41	\$ 71,500.00	\$ 43,265.30	\$ 33,750.00	\$ -	
Printing	\$ 6,000.00	\$ 3,523.54	\$ 4,500.00	\$ 2,313.71	\$ 2,500.00	\$ -	
Bluegrass Sports Awards							
Banquet Program & Catering	\$ 37,850.00	\$ 29,401.14	\$ 32,000.00	\$ 26,358.81	\$ 35,000.00	\$ -	
Local Hotel Accommodations & Transportation	\$ 2,450.00	\$ 1,579.20	\$ -	\$ -	\$ -	\$ -	
Marketing & Promotions	\$ 9,375.00	\$ 7,208.19	\$ 5,825.00	\$ 6,183.50	\$ 4,000.00	\$ -	
Awards	\$ 600.00	\$ 420.00	\$ 150.00	\$ 420.00	\$ 500.00	\$ -	
Memberships							
Postage	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	
Sales Piece Printing	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	
Sales Piece Design	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 1,000.00	\$ -	
General and Administrative							
Office Misc Expenses	\$ -	\$ 16,081.41	\$ -	\$ -	\$ 16,000.00	\$ -	
Personnel	\$ 186,177.88	\$ 171,008.85	\$ 184,781.44	\$ 184,751.44	\$ 230,000.00	\$ -	
Taxes	\$ 10,564.92	\$ 10,564.92	\$ 15,000.00	\$ 10,825.58	\$ 15,000.00	\$ -	
Rent	\$ -	\$ -	\$ -	\$ -	\$ 5,158.32	\$ -	
Travel	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 5,000.00	\$ -	
Sales Commissions	\$ -	\$ -	\$ -	\$ -	\$ 52,250.00	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	
Other Event Expenses							
Bluegrass Showcase	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	
Breeders' Cup Festival	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	
Kentucky Outdoor Adventure	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	
Horse Capital Marathon	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	
Kentucky Senior Games	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	
Roxie 3 Day Event	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	
Mr and Ms Basketball	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -	
Run for the Roses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
KIAS Game	\$ -	\$ -	\$ 79,575.00	\$ 39,192.21	\$ 35,000.00	\$ -	
Total Expense	\$ 580,771.85	\$ 505,382.35	\$ 644,631.44	\$ 489,584.38	\$ 725,168.32	\$ -	
Net Profit/Loss	\$ 47,792.35	\$ 19,065.63	\$ (7,176.44)	\$ 10,181.62	\$ 69,131.68	\$ -	

Bluegrass Sports Commission

Economic Development Through Sports

