

**KENTUCKY SHEEP & FIBER FESTIVAL
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement, made and entered into this 2nd day of May, 2019, by and between the Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"), and the Kentucky Sheep & Wool Producers Association., (KSWPA) a non-profit Kentucky Corporation, with its principal office located at PO Box 4709, Frankfort, KY, 40604 now witnesseth as follows:

I. PURPOSE. LFUCG and KSPWA shall coordinate to host a Sheep & Fiber Festival (hereinafter "Festival") in Masterson Station Park annually, on the third weekend of May, with exact dates to be approved and finalized by the Division of Parks and KSWPA.

II. TERM. This Agreement shall take effect upon execution and be in effect for one (1) year. This Agreement shall be automatically renewed for four (4) subsequent terms of one (1) year each unless either party provides written notice to the other party within sixty (60) days prior to the expiration of the initial or an extension term of its intent not to renew the Agreement. Either party will respond to written notice within thirty (30) days of the receipt of the request, provided, however, that KSWPA's duties and obligations established under subsections V(E), VI(A), and VI(C) of the agreement shall survive the termination or expiration of the agreement.

III. DUTIES

A. LFUCG, Division of Parks and Recreation, shall be responsible for the following elements of producing the Festival

- a. Solicit, organize, register, and manage all food vendors that participate in the festival;
- b. Coordinate and provide facility and maintenance needs to include electrical, grounds maintenance and waste management;
- c. Take all reasonable steps necessary to ensure that the Festival receives all required governmental inspections and approvals;
- d. Prescribe the physical layout of the Festival, including vendor booth location;
- e. Prepare Masterson Station Park for the Festival, maintain the grounds during the Festival, and clean and repair the grounds after the Festival;
- f. Provide all equipment necessary for the Festival, including sound equipment, barricades, traffic cones, 10x10 tents, tables, chairs, portable restrooms, picnic tables, subject to availability and funding;
- g. Provide on-site event management during the Festival;
- h. Serve as liaison between Division of Parks and Recreation, the Lion's Club, the Stock Dog Trial and the Festival;
- i. Assist with Festival signage;
- j. Ensuring that sufficient electrical systems are reasonably available at the Festival for artists, vendors, entertainers, staff, volunteers, sponsors, and guests; and
- k. Providing a public shuttle between the Festival and the Stock Dog Trial, pending available funds.

- B. KSWPA shall be responsible for the following elements of producing the Festival:
- a. Coordinate sheering demonstrations;
 - b. Develop and coordinate workshop schedule, including registration and instructors;
 - c. Coordinate and manage fleece and skein competition;
 - d. Market the Festival within the agriculture, fiber and knitting communities;
 - e. Serve as fiscal agent for the festival by paying for all event expenses;
 - f. Coordinating the arrival, set up, operation, and post-festival clean-up of vendor exhibits;
 - g. Solicit and promote vendor advertisements;
 - h. Secure sponsorships for the Festival;
 - i. Oversee T-shirt and poster design and sales;
 - j. Coordinate and manage event volunteers to assist with set-up, operation, and tear-down of the Festival;
 - k. Act as liaison to Locust Trace;
 - l. Coordinate on-site parking for the Festival;

IV. ADVERTISING. All promotional materials shall identify the festival as the “Kentucky Sheep & Fiber Festival,” and shall identify “Lexington Parks and Recreation” and “Kentucky Sheep & Wool Producers Association” as co-producers of the festival. All promotional materials shall bear the official logo of both LFUCG and KSWPA, as provided by LFUCG, or the name of both KSPWA and Lexington Parks and Recreation in equal scale and prominence, along with any other title sponsors. KSWPA shall submit all marketing and advertising materials related to the festival and intended for public release, along with their proposed release date, to LFUCG for approval as soon as reasonably practical, but in no case later than fourteen (14) days before the proposed release date, which materials shall not be released to the public unless and until approved by LFUCG. LFUCG shall not unreasonably withhold its approval of any properly submitted materials. LFUCG shall also publicize and market the Festival to major news sources and through social media.

V. FINANCIAL TERMS

- A. LFUCG shall have the right to solicit and permit professional, licensed mobile food and beverage vendors to offer food and beverages for sale at the Festival.
- B. KSWPA shall have the right to solicit and contract with event sponsors, provided that KSWPA shall not enter any legally binding sponsorship agreement unless such agreement is first approved in writing by LFUCG, which approval shall not be unreasonably withheld. All proceeds from such fee shall be held by KSWPA subject to subsection V(E), *infra*.
- C. By no later than thirty (30) days from the last day of the Festival, KSPWA shall submit to LFUCG an itemized statement of all expenses incurred in co-producing the Festival and all revenue received or owed it from or in connection with the festival, known as of that date, including without limitation all revenue received or owed as fees, as required under subsection V(B), or under sponsorship agreements, as permitted in subsection V(C). LFUCG shall have thirty (30) days from receipt to review KSWPA’s statement and request any additional information it may deem necessary to verify the information contained therein, which additional information KSWPA shall provide in a timely manner.

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VI. INSURANCE & LIABILITY

- A. KSWPA assumes full responsibility and liability for any and all damages to LFUCG persons or property it, or its agents, employees, or officers may cause during any event on LFUCG property while this Agreement is in effect. This provision shall survive the termination of this Agreement.
- B. KSWPA shall defend, indemnify, and hold harmless LFUCG, its officers, agents, employees, and officials from and against any and all liability loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of or in connection with the performance of this Agreement. Nothing herein shall be interpreted as or deemed a waiver of any defense available to LFUCG, including sovereign immunity. This provision shall survive the termination of this Agreement.

VII. MISCELLANEOUS

- A. All communications related to this Agreement that are directed to LFUCG shall be communicated in writing to Amber Luallen, 522 Patterson Street, Lexington, KY 40508. All communications related to this Agreement that are directed to KSWPA shall be communicated in writing to Sarah B. Parido, P.O. Box 4769, Frankfort, KY 40604
- B. This Agreement constitutes the entire agreement between parties. There are no covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, oral or written, between the parties other than as set forth herein.
- C. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- D. KSWPA shall not sublet, assign, or otherwise transfer any interests, duties, obligations, or rights acquired under this contract without prior, written approval from LFUCG.
- E. Time is of the essence in the performance of this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- F. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- G. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.
- H. This Agreement may only be modified by a writing signed by both parties.
- I. This Agreement, having been negotiated in good faith between the parties, shall not be construed against one party or the other.
- J. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership or joint venture between the parties.
- K. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of any third party.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

Date: MAY 02 2019

KENTUCKY SHEEP AND WOOL PRODUCERS
ASSOCIATION

By: Sarahella Pauls
Director, KSWPA

Date: 4/2/19