

**LEXINGTON CENTER MANAGER  
LEXINGTON OPERA HOUSE LICENSE AGREEMENT  
License #16452  
Date Issued: August 7, 2024**

**SUMMARY OF BASIC TERMS**

The following Basic Terms are incorporated into the License Agreement entered into by and between OVG Facilities, LLC, as agent for Lexington Center MANAGER (“MANAGER”) and (“LICENSEE”).

**LICENSEE:** Lexington Fayette Urban County Government Parks & Recreation

**LICENSEE’S ADDRESS:** 200 East Main Street, Lexington, KY ~~40507~~

**LICENSEE’S CONTACT:** Mindy Stone

**CONTACT INFORMATION:** mindys@lexingtonky.gov

**EVENT NAME:** Kiddie Kapers Spring Musical 2025

**EVENT LICENSE FEE:** Licensee will pay \$7,800.00 for this event.

**OTHER FEES:** MANAGER May Require Payment of Deposits on Ancillary Services and/or Exclusive Services Prior to Licensee’s Event.

**CANCELLATION FEE:** The cancellation fee payable pursuant to Section 8.1.

**LICENSE DUE:** IN ORDER TO CONFIRM YOUR SPACE, LICENSE FEE AND DATES, THIS AGREEMENT MUST BE EXECUTED AND RETURNED BY 30 DAYS UPON RECEIPT.

**INSURANCE DUE:** Insurance Certificates and Additional Insured Endorsements are due April 30, 2025.

**DEPOSIT AMOUNTS:** \$0.00

**DEPOSITS DUE:** N/A

**LICENSE PERIOD:** Wednesday, May 14 - Saturday, May 17, 2025.

**LICENSED AREA(S):** LEXINGTON OPERA HOUSE

**UTILIZATION SCHEDULE:** May 14 – Load-in & Rehearsals 9am – 9:30pm  
May 15 – Rehearsal 5:30pm – 9:30pm  
May 16 – School Performance 7pm – 10pm  
May 17 – Three School Performances 9am – 10pm & load-out

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between OVG Facilities, LLC, a Delaware limited liability company, with offices located at Central Bank Center, as agent for Lexington Center MANAGER, 430 West Vine Street, Lexington, Kentucky 40507 ("MANAGER") and LFUCG Parks & Recreation ("LICENSEE").

### SECTION 1: GRANT OF LICENSE; LICENSE PERIODS

MANAGER hereby grants to LICENSEE the exclusive right to use certain areas within the Lexington Center MANAGER and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Licensed Area(s)"). LICENSEE, its guest, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Area(s) during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Licensed Area(s). LICENSEE acknowledges that neither it, nor its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE may use the Common Areas for marketing, promotion, exhibition or any other use related to the activities occurring in the Licensed Area(s), except for registration or other similar administrative services, subject to reasonable conditions and restrictions placed on such use by MANAGER. The license includes:

- a) Heat, ventilation and air conditioning during the License Period (ambient conditions are provided during setup and strike).
- b) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas, backstage, dressing rooms and restrooms as well as cleaning at the conclusion of the license period will be provided. Any unique Covid-19 requirements to clean/sanitize performed by MANAGER for this event will be considered ancillary services.
- c) Spectator seating in standard configuration within existing seating platform/chair inventory and fire regulations.
- d) Dressing rooms for Opera House events for change areas for performers, contestants and officials.
- e) Admission and crowd control equipment subject to facility inventory.

LICENSEE understands and agrees that this Agreement is a license for use of the specified Licensed Area(s) and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on LICENSEE any rights as a tenant under Kentucky landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE's right to occupy and use the Licensed Area(s), common areas and services may be terminated in accordance with the terms set forth in this Agreement.

In the event LICENSEE's use of the Licensed Area(s) commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. MANAGER may charge an additional license fee for such extended use.

### SECTION 2: LEXINGTON OPERA HOUSE TICKETED EVENTS

**1.1 MANAGER Ticketing Responsibility.** Arrangements for the procurement and sale of tickets for Opera House events shall be provided by MANAGER or its designated representatives at such places as MANAGER deems appropriate. MANAGER shall have complete and sole responsibility for the oversight of the sale and collection of tickets. MANAGER shall provide the personnel and facilities necessary to conduct ticket sales, in advance by

outlets, phone, internet order or "at the gate". MANAGER shall be responsible for ticket printing, electronic ticket outlet service charges and accounting for all ticket sale transactions.

**1.2** LICENSEE agrees to pay MANAGER for ticketing services five hundred dollars (\$500.00) or 3% of gross ticket sales, less sales tax, whichever is greater.

LICENSEE shall establish ticket prices. LICENSEE acknowledges and agrees that a \$3.00 per ticket facility fee shall be added to the final purchase price of each ticket as well as a convenience/processing fee which may exist under MANAGER's ticketing service agreement for tickets purchased via the telephone, internet or at an outlet. Reconciliation of ticket sales transaction ("Event Settlement") shall occur during the final performance of the Event or as soon thereafter as reasonably possible; however, it is agreed that all receipts from ticket sale transactions may be held in escrow by MANAGER until such time as MANAGER is satisfied that a completed Event, as advertised, has or will be presented. In addition, LICENSEE agrees that MANAGER may withhold a portion of the ticket receipts (i) in satisfaction of any amounts due MANAGER under the terms of this Agreement or (ii) to provide for payment for Ancillary Services provided by MANAGER. On the night of the Event, MANAGER shall furnish LICENSEE a final itemized statement showing the application of such receipts withheld, and at that time (or a mutually agreed upon time promptly thereafter), MANAGER shall pay to LICENSEE any monies remaining due LICENSEE following reconciliation of the ticket sales transactions. LICENSEE agrees to pay MANAGER promptly any amounts due MANAGER on such statement which were not withheld from the ticket receipts reconciliation. MANAGER shall provide bona fide invoices and other documentation reasonably requested by LICENSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement. MANAGER is authorized to issue (10) complimentary tickets per performance covered by this Agreement. Tickets issued by MANAGER will not be considered as issued on behalf of Licensee.

Moreover, LICENSEE agrees to reimburse MANAGER three percent (3%) of gross ticket sales receipts wherein ticket purchasers utilized bank card accounts as the form of payment in person at the Lexington Center Ticket Office. Credit card fees for all other transactions (phones, outlets and internet) shall be added to the convenience fees incurred at these locations.

### SECTION 3: SERVICES

**3.1 Exclusive Services.** The following services required by LICENSEE in connection with its Event and/or use of the Licensed Areas(s) or the Facilities shall be provided exclusively by MANAGER or providers under contract with MANAGER ("Contract Providers"): Telecommunications/Data/Fiber/Internet; Event Staffing (may include, but is not limited to: ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary); Concessions, and Sales/Exhibitor Booth(s). LICENSEE shall pay Ancillary Services Fees for exclusive services provided by MANAGER.

**3.2 Ancillary Services.** MANAGER may provide other services, equipment, materials and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay an Ancillary Services Fee for such additional services provided by MANAGER.

**3.3 Sale of Novelties and Merchandise.** For public events, the sale of novelties, souvenirs, programs and other merchandise that are specifically germane to the nature or purpose of the event, LICENSEE, or its designated supplier, may provide appropriate merchandise to be sold at the respective event. MANAGER or its designated representative will provide sellers and will retain N/A% of the gross sales, less sales tax and other approved fees, as payment for services.

**3.4 Approved Services.** LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 9.5.

### SECTION 4 LICENSE FEE, CHARGES FOR SERVICES; PAYMENT

**4.1 License Fee.** LICENSEE shall pay MANAGER the License Fee set forth in the Summary of Basic Terms.

**4.2 Ancillary Services Fee.** In addition to the License Fee, LICENSEE shall pay for ancillary services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. MANAGER may in its discretion require payment of deposits on the Ancillary and/or Exclusive Services prior to LICENSEE's Event.

**4.3 Administrative Service Fee.** LICENSEE shall pay to MANAGER a 15% administration fee on all stage labor.

**4.4 Payment.** A deposit in the amount of N/A is due and payable upon execution of this agreement. Additional incremental deposits may be required based upon ticket revenue versus projected Ancillary Service fee expenses. All deposits are non-refundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 8.2. Any unpaid License Fee, Ancillary Services Fee, or other amounts owed to MANAGER are due and payable upon presentation of an invoice to LICENSEE upon conclusion of the event. Invoices that remain unpaid after thirty (30) days shall accrue interest on the unpaid balance at the rate of one percent (1%) per month.

## SECTION 5 POLICIES, RULES AND REGULATIONS

LICENSEE agrees to comply with MANAGER's Policies, Rules and Regulations (collectively "PR&Rs", in existence as of the date of this Agreement, and attached as Exhibit 1, or as amended thereafter, all of which are incorporated herein and made a part hereof by this reference) governing the use of the Facilities and acknowledges receipt of a copy of the same. LICENSEE understands these PR&Rs may be amended prior to LICENSEE's Event and agrees to comply with any such amendments. MANAGER will use its best reasonable efforts to provide written notice to LICENSEE of any such changes, but LICENSEE acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs.

## SECTION 6 INDEMNIFICATION; INSURANCE

**6.1 Indemnification.** To the extent permissible by law, LICENSEE shall indemnify, hold harmless and defend the MANAGER and its officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE. This shall not be deemed a waiver of sovereign immunity or any other third party defense.

**6.2 Insurance.** Notwithstanding the indemnification requirements of Section 6.1, LICENSEE shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. At a minimum, said insurance coverage shall be in effect from 12:01 a.m. on the first day of the License Period through the conclusion of event move out/strike on the last day of the License Period. In the event the License Period is extended, as provided in this Agreement, then the period of coverage shall be extended to cover the extended License Period. LICENSEE shall deliver certificates of insurance evidencing the following coverage and endorsements on or before the date set forth in the Summary of Basic Terms:

- (1) **Commercial General Liability Policy** with broad form coverage in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from LICENSEE's use or occupancy of the Facilities. Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as additional insureds, to MANAGER to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00).
- (2) **Automobile Liability Insurance** (broad form coverage) with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of vehicles in connection with this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable;

(3) **Worker's Compensation Insurance** as required by law.

All insurance policies provided by LICENSEE in satisfaction of this Section 6.2, other than Worker's Compensation insurance, shall include the following additional insured endorsement language:

**OVG FACILITIES, LLC, LEXINGTON CENTER MANAGER, LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AND THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS.**

Should any of the above-described policies be cancelled before the expiration date thereof, LICENSEE will promptly provide written notice to the MANAGER, as soon as LICENSEE becomes aware of the cancellation. If directed by MANAGER, LICENSEE shall immediately obtain substitute insurance, acceptable to MANAGER in its sole discretion and evidenced by an appropriate certificate, within ten (10) days of the cancellation, but in no event later than the move-in date. Failure to comply with the insurance requirements herein shall be considered a material breach of this Agreement.

The parties agree and LICENSEE understands that the specified coverage or limits of insurance in no way limit the liability of the LICENSEE. LICENSEE shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Agreement.

**SECTION 7 BREACH; RIGHT TO CURE; REMEDIES**

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, MANAGER shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by MANAGER, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or MANAGER's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety or property damage or waste, MANAGER shall have the right, without further notice, to invoke any or all of the following remedies:

- (1) require additional security personnel from or for LICENSEE;
- (2) terminate this Agreement and revoke the License granted hereunder;
- (3) enter and take possession of the Licensed Area(s) and remove all persons and property, without instituting any legal proceedings;
- (4) withhold all payments made to MANAGER and apply the same to offset MANAGER's compensatory or liquidated damages;
- (5) institute legal proceedings to recover damages.

**SECTION 8 CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE**

**8.1 Cancellation; Liquidated Damages.** If LICENSEE cancels its Event, its use of some portion of the Licensed Area(s), some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in Section 8.2, deposits paid shall be forfeited and applied to offset MANAGER's liquidated damages as provided herein.

The parties agree that the damages to MANAGER resulting from cancellation of the Event or any portion of the Licensed Area(s) or License Periods, or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the parties agree that, in the event of cancellation or termination, LICENSEE shall pay to MANAGER Liquidated Damages in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event move-in date. LICENSEE agrees to pay the Liquidated Damages to MANAGER within thirty (30) days of notice of cancellation.

**LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT**

Event Move-in Date from Cancellation Date  
Less than six (6) months

Amount of Liquidated Damages  
100% of Deposit plus all documented  
direct out of pocket expenses.

**LIQUIDATED DAMAGES PAYABLE UPON PARTIAL CANCELLATION  
(LICENSED AREA(S) AND/OR LICENSE PERIODS)**

Event Move-in Date from Cancellation Date  
Less than six (6) months

Amount of Liquidated Damages  
100% of License Fee for the cancelled Licensed  
Area(s) or License Period plus all documented direct  
out of pocket expenses.

If MANAGER is able to obtain replacement business, LICENSEE shall be entitled to an offset in the amount of the replacement license fee, against the amount of liquidated damages, up to but not to exceed the license Fee. Replacement business means new events that are booked to use the cancelled space (or other space made available by the cancellation) and dates, or events already booked in the Facilities that expand to use the cancelled space and dates. Events that are already booked in the Facilities that move from their previously-licensed space into LICENSEE's cancelled space and dates shall not be considered replacement business.

**8.2 Force Majeure.** Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical as a result of fire, flood, riot, earthquake, casualty, government intervention, civil commotion, Act of God, or any law, ordinance, rule or regulation, applicable to the MANAGER facilities, which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in any fees payable or otherwise due under this Agreement and/or a refund of deposits paid.

**SECTION 9 LICENSEE'S RIGHTS AND OBLIGATIONS**

**9.1 Inspection.** LICENSEE shall have the right to inspect the Facilities and the Licensed Area(s) prior to executing this Agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Area(s) and to determine damage, if any, resulting from LICENSEE's activities. MANAGER warrants that the Facilities and Licensed Area(s) will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

**9.2 Licensed Area(s) "as is".** LICENSEE agrees to accept the Licensed Area(s) "as is" without any obligation for the MANAGER to alter or make changes in its physical facilities.

**9.3 Compliance with Laws.** Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

**9.4 Licenses and Permits.** LICENSEE shall obtain any licenses and permits required by federal, state, county or city laws and shall permit inspection by appropriate agencies or departments.

**9.5 Service Contractors.** Upon request and prior to beginning of, and throughout the License period, LICENSEE shall submit to MANAGER a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). MANAGER may require its approval of certain Service Contractors prior to services being rendered.

**9.6 Non-discrimination.** LICENSEE acknowledges and understands that MANAGER has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Area(s), neither LICENSEE, nor its agents, employees, exhibitors or

contractors shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of Federal, State or local laws.

**9.7 Defacement of Facility; Damage to Equipment.** LICENSEE shall pay the actual cost to replace, repair and/or restore, in MANAGER's discretion, any part of the Facilities or MANAGER's equipment (ordinary wear and tear excepted) that was defaced or damaged by LICENSEE, its agents, servants, employees, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE. Payment shall be made within thirty (30) days of written demand by MANAGER.

**9.8 Payment of Taxes.** LICENSEE acknowledges and understands that it shall collect, where required by law, and pay and deliver to the proper governmental authority, any and all license and permit fees and taxes assessed in connection with the LICENSEE's use of the Licensed Area(s).

## **SECTION 10 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY; CAPACITY AND EXITS**

**10.1 Control of Facilities.** In using the Licensed Area(s) hereinbefore mentioned, the MANAGER does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the Facilities. The Facilities, including the Licensed Area(s) which is subject to this Agreement, shall at all times be under the charge and control of the MANAGER.

**10.2 MANAGER's Right of Entry.** The Facilities, including the Licensed Area(s), shall at all times be under the charge and control of the MANAGER, whose duly authorized representatives shall have the right to enter the Licensed Area(s) at any time, provided such entry does not interfere with LICENSEE's use.

**10.3 Ejection of Disorderly Person.** MANAGER shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such action.

**10.4 Staffing and Security Levels.** MANAGER shall be the provider of all event staffing including, but not limited to, ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary ("Event Staffing"). MANAGER shall have the sole right to determine the level of all event staffing required for LICENSEE's Event.

**10.5 Common Areas.** LICENSEE acknowledges that in addition to the uses of the Licensed Area(s), as stated in The Summary of Basic Terms, MANAGER 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 The Summary of Basic Terms, and that in order for the facility to operate as efficiently as practicable, it may or will be necessary to coordinate the use or availability of services and facilities of MANAGER, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas requiring scheduling or sharing. LICENSEE agrees that MANAGER 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 LICENSEE agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall LICENSEE enter or use any area or facility of MANAGER other than those stated in the The Summary of Basic Terms and UTILIZATION SCHEDULE of this Agreement without first obtaining MANAGER's consent and approval.

**10.6 Capacity and Exits.** The parties agree that seating capacity shall be determined by MANAGER in its sole discretion. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or exitway shall be locked, blocked or bolted while the facility is in use by LICENSEE. All designated exits shall be maintained in such a manner as to be visible at all times.

## SECTION 11 GENERAL PROVISIONS

**11.1 No Collection of Money, Etc.** LICENSEE shall not collect, or cause or permit the collection of money or goods, whether for political, charitable or other causes on the premises without the prior written consent of MANAGER.

**11.2 Concessions and Catering Exclusivity.** The sale or service of food, beverage, concessions or catering (except as approved by MANAGER in the back stage/support areas) are exclusively reserved to MANAGER or its designated contractor during the License Period. Neither LICENSEE nor its agent(s) shall give away or sell any food or beverage in the Licensed Area(s) or Facilities during the License Period.

**11.3 Facilities Name.** All notices, announcements, advertisements or invitations shall refer to the location of the Event as the Lexington Opera House.

**11.4 No Hazardous Substances.** LICENSEE agrees not to bring into or near the Facilities any materials, substances, equipment or other object which is likely to endanger the life of, cause bodily injury to, or be hazardous to the health of any person on the premises.

**11.5 LICENSEE Risk of Loss.** LICENSEE agrees that all of its property and equipment and the property and equipment of any of its Service Contractors brought in or near the Facilities of MANAGER shall be at the risk of LICENSEE and MANAGER shall not be liable to LICENSEE or others for any loss or damage to any such property.

**11.6 Abandoned Equipment and Lost or Misplaced Articles.** Any equipment or personal property belonging to LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE, which remains in the Facilities or the Licensed Area(s) after the License Period, shall be deemed abandoned and may be disposed of by MANAGER at LICENSEE's sole expense. MANAGER shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

**11.7 Applicable Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with Kentucky law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the Fayette Circuit Court. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the Commonwealth of Kentucky which constitutes sufficient minimum contacts with MANAGER to permit the Courts of Kentucky to assert jurisdiction over LICENSEE in any action.

**11.8 Attorneys Fees.** The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys fees in addition to any other remedy.

**11.9 Delivery of Notices.** All notices shall be in writing and shall be deemed to have been given upon personal delivery or the next day following deposit of same in any United States mail post office box, with first class postage pre-paid and addressed as follows:

To MANAGER: OVG Facilities, LLC  
430 West Vine Street  
Lexington, KY 40507  
Attn: General Manager

With copies to:

OVG Facilities, LLC  
11755 Wilshire Blvd., Suite 900  
Los Angeles, CA 90025  
Attn: General Counsel



To LICENSEE: At the address set forth in the Summary of Basic Terms.

**11.10 Partial Invalidity.** If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

**11.11 Assignment; Subletting Licensed Area(s).** LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Area(s) or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Area(s) in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without MANAGER's prior written consent, shall constitute a material breach of this Agreement.

**11.12 Americans with Disabilities Act (ADA).** MANAGER acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and restroom accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for those who are visually impaired, mobility impaired, and the deaf and hard of hearing.

**11.13 Copyrights, Recording and Broadcast Rights.** Should LICENSEE present or allow the presentation of any composition work or other material covered by copyright, LICENSEE shall be responsible for the payment of all royalties due and LICENSEE agrees to indemnify and hold MANAGER harmless for any loss, damages, or expenses, including reasonable attorney fees, incurred resulting from any claim of infringement of such copyright(s). MANAGER reserves the right to record portion(s) of presentation for archival purposes.

**11.14 Right to Quiet Enjoyment.** MANAGER warrants that the Licensed Area(s) shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, MANAGER shall use its best efforts to mitigate any disruption. In no event, however, will MANAGER be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. MANAGER's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Area(s) because of the interference or disturbance.

**11.15 Survival.** The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be formed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

**11.16 Amendments to Agreement.** This Agreement may not be amended or modified except in writing signed by the parties; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and MANAGER agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

**11.17 Counterparts; Facsimile or Scanned Signatures.** This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

**11.18 Effective Date of Agreement.** The effective date of this Agreement shall be the date it is executed by the MANAGER.

By: Linda Gorton  
Mayor Linda Gorton  
Lexington Fayette Urban County Government  
Name: Linda Gorton  
Title: Mayor  
Date: 10/25/24

**Brian Sipe**  
OVG FACILITIES, LLC, as agent for Lexington  
Center MANAGER  
By: [Signature]  
Date: 8/14/24

EXHIBIT 1  
Policies, Rules & Regulations  
Lexington Center Corporation (LCC)  
Lexington Opera House

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

General Information

1. MANAGER /OPERA HOUSE is a non-smoking facility. In accordance with Section 14.97 of the Municipal Code of the LFUCG, the Opera House is a smoke-free facility. Additionally, MANAGER prohibits the use of E-cigarettes inside its facilities. With approval of the MANAGER in writing, an area may be designated as a smoking area for private events.
2. NO VEHICLE PARKING is available at the Lexington Opera House. Lane blockage permit allows active loading or unloading only, according to local fire lane regulations. The bus or truck driver must remain with the vehicle at all times during loading and unloading. Once complete, the conveyance vehicle (truck, bus, van or other) must be relocated to a secondary parking location. Lexington Center/Rupp Arena parking areas are offered free of charge. Confirm specific plan with Opera House Technical Coordinator.
3. Parking on the circle at the Short Street entrance of the Opera House is reserved for LCC staff only. As posted, vehicles without valid LCC permits will be towed at the expense of the vehicle owner. Licensee is responsible to inform all event participants of this policy. LCC will not be responsible for towing charges for unauthorized vehicles.
4. A five percent (5%) convenience fee will be added to deposits and settlement charges paid by credit card.
5. The use or distribution of lighter than air gas filled balloons is prohibited without prior approval.
6. Attachment of signs, display materials, decorations, etc. to wall surface, windows, lectern or drapery is prohibited.
7. The hanging of signs and banners from ceilings must be approved and installed by MANAGER personnel only as an Ancillary Service.
8. Pets are prohibited with the exception of those used as service animals as approved by ADA guidelines.
9. Exhibits using water features are prohibited in carpeted areas.

Food and Beverage

1. The sale, service, or distribution of food or beverage products shall be conducted or provided by the MANAGER or its designated representative.

Fire and Safety Regulations

1. This facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions in the Act. In addition, Lexington Fayette Urban County Government Ordinance 14-19(a) prohibits carrying concealed deadly weapons into the facility.
2. All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs shall remain illuminated and fully visible.
3. Rigging plans must be submitted for review and approval 21 days in advance of the first move in day of the event. Rigging of all equipment must be performed by MANAGER staff or its authorized representative.
4. Any use of open flames or smoke generating substances or equipment must receive prior approval.

5. LICENSEE agrees to make all production elements, decorations and construction materials non-combustible or flame retardant according to the National Fire Protection Association Code and any applicable local Fire Department Regulations (documentation is required). This includes, but is not limited to, organic decorations such as mulch, hay bales, etc. Treatment must occur prior to delivery to the Opera House. The Opera House Staff and the LFUCG Fire Prevention Bureau reserve the right to perform a Flame Test on any Production Piece to verify flame retardant properties (applicable fees will be charged to LICENSEE). The Opera House and/or the LFUCG Fire Prevention Bureau can disallow any production element that is either not flame retardant or contains material that could be considered unsafe.
6. Electrical devices must be installed, operated, and maintained in accordance with manufacturers' intended use and applicable codes.
7. 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 MANAGER Security Headquarters.
  - Any use of motorized vehicle in the Facilities is subject to prior approval of the MANAGER. Use of motorized vehicles during public occupancy of Facility is prohibited.
8. The use, display, or storage of flammable liquids, including liquid propane gas, is prohibited except as authorized by local and state fire regulations.