

**LEXINGTON CENTER CORPORATION  
LEXINGTON OPERA HOUSE LICENSE AGREEMENT**  
License #12622  
Date Issued: September 28, 2022

**SUMMARY OF BASIC TERMS**

The following Basic Terms are incorporated into the License Agreement entered into by and between Lexington Center Corporation (“CORPORATION”) and (“LICENSEE”).

**LICENSEE:** LFUCG Parks & Recreation

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

**LICENSEE’S CONTACT:** Mindy Stone

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

**EVENT NAME:** Kiddie Kapers

**EVENT LICENSE FEE:** \$9,100.00

**OTHER FEES:** CORPORATION May Require Payment of Deposits on the Ancillary Services Fee 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, BOTH COPIES OF THIS AGREEMENT MUST BE EXECUTED AND RETURNED BY FRIDAY, SEPTEMBER 30, 2022.

**INSURANCE DUE:** Insurance Certificates and Additional Insured Endorsements are due with signed contract.

**DEPOSIT:** \$1,000.00 due October 30, 2022.

**PAYMENTS DUE:** All remaining indebtedness will be due at settlement at the conclusion of the event.

**LICENSE PERIOD:** Wednesday, May 10 – Saturday, May 13, 2023.

**LICENSED AREA:** Lexington Opera House

**Utilization Schedule:** Wed, May 10 – Load In, Tech & Rehearsals  
Thurs, May 11 – Rehearsals  
Fri, May 12 – Performance 7:00PM  
Sat, May 13 – 3 Performances 12:00PM, 3:30PM, 7:00PM  
Load Out to Follow

## **LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into by and between Lexington Center Corporation, a Kentucky corporation, with corporate offices located at 430 West Vine Street, Lexington, Kentucky 40507 ("CORPORATION") and the Licensee set forth on the Summary of Basic Terms.

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

CORPORATION hereby grants to LICENSEE the exclusive right to use certain areas within the Lexington Center Corporation 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 employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE 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 CORPORATION. The license includes:

- a) Heat, ventilation and air conditioning within normal comfort ranges, as may be provided by existing permanent systems during occupancy by patrons or guests. Ambient conditions are provided during set up and strike.
- b) Illumination of the leased area as afforded by permanent fixtures. "Work light" system is provided during set and strike.
- c) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas and restrooms as well as cleaning at the conclusion of the license period will be provided. Unique sanitization or cleaning protocols will be charged as an Ancillary Service Fee.
- d) Spectator seating in standard configurations within existing seating platform/chair inventory and fire regulations;
- e) Dressing rooms for Opera House events for change areas for artists and support staff;
- f) Admission and crowd control equipment subject to facility inventory;
- g) Adherence to all COVID-19 rules and regulations will be enforced for all patrons and staff within the facility.
- h) Licensee to develop announcements that will be part of the marketing program to alert patrons of the CDC Guidelines that will be enforced for this event. All details can be located at [www.lexingtonoperahouse.com](http://www.lexingtonoperahouse.com).

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. CORPORATION may charge an additional license fee for such extended use.

## **SECTION 2 LEXINGTON OPERA HOUSE TICKETED EVENTS**

**2.1 CORPORATION Ticketing Responsibility.** Arrangements for the procurement and sale of tickets for Opera House events shall be provided by CORPORATION or its designated representatives at such places as CORPORATION deems appropriate. CORPORATION shall have complete and sole responsibility for the oversight of the sale and collection of tickets. CORPORATION shall provide the personnel and facilities necessary to conduct ticket sales, in advance by outlets, phone, internet order or "at the gate". CORPORATION shall be responsible for ticket printing, electronic ticket outlet service charges and accounting for all ticket sale transactions.

**2.2 LICENSEE** agrees to pay CORPORATION 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 \$2.00 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 Corporation'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 CORPORATION until such time as CORPORATION is satisfied that a completed Event, as advertised, has or will be presented. In addition, LICENSEE agrees that CORPORATION may withhold a portion of the ticket receipts (i) in satisfaction of any amounts due CORPORATION under the terms of this Agreement or (ii) to provide for payment for Ancillary Services provided by CORPORATION. On the night of the Event, CORPORATION 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), CORPORATION shall pay to LICENSEE any monies remaining due LICENSEE following reconciliation of the ticket sales transactions. LICENSEE agrees to pay CORPORATION promptly any amounts due CORPORATION on such statement which were not withheld from the ticket receipts reconciliation. CORPORATION 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. Corporation is authorized to issue (10) complimentary tickets per performance covered by this Agreement. Tickets issued by Corporation will not be considered as issued on behalf of Licensee.

Moreover, LICENSEE agrees to reimburse CORPORATION 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 Area(s) or the Facilities shall be provided exclusively by CORPORATION or providers under contract with CORPORATION ("Contract Providers"): Event Ticketing Service, Telecommunications/Data/Fiber/Internet; 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 CORPORATION, in its reasonable discretion, shall deem necessary); Concessions; Decorator Services and Catering (except as approved by CORPORATION in the back stage/support areas).

**3.2 Ancillary Services.** CORPORATION 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 personnel. LICENSEE shall pay Ancillary Services Fee for such additional services provided by CORPORATION.

**3.3 Sale of Novelties and Merchandise.** (intentionally omitted)

**3.4 Approved Services.** LICENSEE may obtain other services it requires from its own providers (“Service Contractors”).

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

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

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

**4.3 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.

**4.4 Payment.** All License Fee, Ancillary Services Fees or other amounts owed to CORPORATION are due and payable upon presentation of an invoice to LICENSEE upon conclusion of the event.

#### **SECTION 5 POLICIES, RULES AND REGULATIONS**

LICENSEE agrees to comply with CORPORATION’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 reasonable amendments upon execution of this agreement. CORPORATION will use its best reasonable efforts to provide written notice to LICENSEE of any such changes.

#### **SECTION 6 INDEMNIFICATION; INSURANCE**

**6.1 Indemnification.** LICENSEE shall indemnify, hold harmless and defend the CORPORATION and its officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable, outside 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, excluding ticketholders. CORPORATION shall indemnify, hold harmless and defend Licensee and its officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney’s 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 (i) the use or occupancy of the Facilities reserved, excepted or retained by CORPORATION, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of CORPORATION; (ii) the operations of CORPORATION and/or (iv) CORPORATION’s performance of any services hereunder and its use or occupancy of the Facilities in connection with the Event

**6.2 Insurance.** Notwithstanding the indemnification requirements of Section 6.1, each Party shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insureds 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. Each Party shall deliver certificates of insurance evidencing the following coverage 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 resulting from each Party’s

own services and operations under the Agreement. Such insurance shall be primary for liability resulting from its own acts, operations and services under the Agreement and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification to the extent of the contractually required indemnity set forth in Section 6.1, as additional insureds with respect to the liability assumed by LICENSEE, to CORPORATION 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 and its carriers shall provide a waiver of subrogation.

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** language (or similar wording):

**LEXINGTON CENTER CORPORATION, LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE PROVIDED FOR AS ADDITIONAL INSURED TO THE EXTENT OF LIABILITY RESULTING FROM THE NAMED INSURED'S SERVICES, ACTS OR OMISSIONS.**

All insurance policies provided by CORPORATION in satisfaction of this Section 6.2, other than Worker's Compensation insurance, **shall include** the following **additional insured** language evidenced by a Certificate of Insurance:

**LFUCG PARKS & RECREATION AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE PROVIDED FOR AS ADDITIONAL INSURED TO THE EXTENT OF LIABILITY RESULTING FROM THE NAMED INSURED'S SERVICES, ACTS OR OMISSIONS UNDER THE AGREEMENT.**

Should any of the above-described policies be cancelled before the expiration date thereof, LICENSEE will promptly provide written notice to the CORPORATION, as soon as reasonably practicable after LICENSEE becomes aware of the cancellation. If directed by CORPORATION, LICENSEE shall immediately obtain substitute insurance, acceptable to CORPORATION 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 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, CORPORATION shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by CORPORATION, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or CORPORATION's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety, property damage or waste, CORPORATION shall have the right, without further notice, to invoke any or all of the following remedies:

- (1) require additional security personnel 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 CORPORATION and apply the same to offset CORPORATION's compensatory or liquidated damages; and
- (5) institute legal proceedings to recover damages.

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

**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 or because of a default by CORPORATION as provided in Section 7, deposits paid shall be forfeited and applied to offset CORPORATION's liquidated damages as provided herein.

The parties agree that the damages to CORPORATION resulting from cancellation of the Event or any portion of the Licensed Area(s) or License Period(s), 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 CORPORATION 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 CORPORATION within thirty (30) days of notice of cancellation.

**LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT**

<u>Event Move-in Date from Cancellation Date</u>	<u>Amount of Liquidated Damages</u>
Less than six (6) months	100% of License Fee plus all documented direct out of pocket expenses unable to be mitigated after CORPORATION'S reasonable efforts to do so.

If CORPORATION 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 for reasons beyond the reasonable control of such party, including, without limitation, fire, flood, riot, earthquake, casualty, civil commotion, Act of God, pandemic, epidemic, death, disability or injury of the Headline Artist(s) and/or their immediate family, or any law, ordinance, rule or regulation, which becomes effective after the date of this Agreement which materially affects a party's ability to perform. 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 (if performance has already commenced) 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. CORPORATION 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 and in compliance with all applicable laws (including the Americans with Disabilities Act), regulations and health and safety and other applicable codes and regulations.

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

**9.3 Compliance with Laws.** Each party shall promptly comply and cause its agents, servants, employees, agents, contractors, patrons, guests, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of Licensee or CORPORATION 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 with respect to the presentation of the Event. The foregoing shall be distinguished from any licenses and permits required for the day-to-day operation of the Facilities, which shall be the sole obligation and responsibility of CORPORATION.

**9.5 Non-discrimination.** LICENSEE acknowledges and understands that CORPORATION 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 employees, agents 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.

**9.6 Defacement of Facility; Damage to Equipment.** LICENSEE shall pay the actual cost to replace, repair and/or restore, in CORPORATION's discretion, any part of the Facilities or CORPORATION's equipment (ordinary wear and tear excepted) that was defaced or damaged by LICENSEE, its employees, agents or contractors entering the Facilities with the express permission of LICENSEE. Payment shall be made within thirty (30) days of written demand by CORPORATION. Notwithstanding anything contained herein to the contrary, any claim of damages to the Facilities and Licensed Area(s) herein shall be subject to CORPORATION providing LICENSEE with notice of and an opportunity to inspect such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load-in of the next event at the Facilities and Licensed Area(s), whichever is earlier. In no event shall LICENSEE be responsible for any pre-existing conditions or damage caused by CORPORATION or its employees, agents or contractors.

**9.7 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), except (a) as otherwise provided by law, (b) as applicable to revenues in which LICENSEE does not participate or for which another party is already responsible for collecting and remitting such taxes (e.g. Concessionaires, merchandise, vendors) or (c) to the extent CORPORATION has collected taxes and failed to remit same.

## **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 CORPORATION 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 CORPORATION.

**10.2 CORPORATION's Right of Entry.** The Facilities, including the Licensed Area(s), shall at all times be under the charge and control of the CORPORATION, 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.** CORPORATION 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 ejection.

**10.4 Staffing Levels.** CORPORATION 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 Corporation, in its reasonable discretion, shall deem necessary ("Event Staffing"). CORPORATION shall have the sole right to determine the level of all Event Staffing required for LICENSEE's Event provided however, that such determination shall be reasonable based on the nature of the Event and the anticipated attendance.

**10.5 Common Areas.** LICENSEE acknowledges that in addition to the uses of the Licensed Area(s), as stated in Summary of Basic Terms, CORPORATION 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 CORPORATION, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas requiring scheduling or sharing. LICENSEE agrees that CORPORATION 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 provided such other uses do not unreasonably interfere with LICENSEE'S event. In no event shall LICENSEE enter or use any area or facility of CORPORATION other than those stated in the Licensed Area of this Agreement without first obtaining CORPORATION's consent and approval.

**10.6 Capacity and Exits.** The parties agree that seating capacity shall be determined by CORPORATION 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 CORPORATION.

**11.2 Concessions and Catering Exclusivity.** The sale or service of food, beverage, concessions or catering (except as approved by Corporation in the back stage/support areas) are exclusively reserved to CORPORATION 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 **Rupp Arena at Central Bank Center**.

**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 knowingly 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 CORPORATION shall be at the risk of LICENSEE and CORPORATION shall not be liable to LICENSEE or others for any loss or damage to any such property, except to the extent of any negligence or intentional misconduct of CORPORATION or its employees, agents or contractors.

**11.6 Abandoned Equipment and Lost or Misplaced Articles.** Any equipment or personal property belonging to LICENSEE or 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 into or near the Facilities or the Licensed Area(s) after the License Period, shall be deemed abandoned and may be disposed of by CORPORATION at LICENSEE's sole expense. CORPORATION shall notify LICENSEE of any property inadvertently left at the Facilities by LICENSEE and provide LICENSEE with a reasonable opportunity to remove same prior to removal or storage by CORPORATION. CORPORATION shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property, except to the extent such theft or disappearance arises out of any negligence or intentional misconduct of CORPORATION or its employees, agents or contractors.

**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 CORPORATION 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 entitled to collect reasonable attorneys fees in addition to any other remedy.

**11.9 Delivery of Notices.** Notices by CORPORATION and LICENSEE to each other shall be deemed duly given (i) upon delivery if delivered personally with a signed receipt evidencing such delivery, (ii) on the date of return receipt if mailed by certified mail, return receipt requested, postage prepaid, or (iii) upon confirmed delivery if delivered by duly recognized air courier service (e.g. UPS, FEDEX, etc.) to the following addresses:

To CORPORATION:                      Lexington Center Corporation  
    Attention: Brian Sipe  
    430 West Vine Street  
    Lexington, KY 40507

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

With a copy to:

**11.9 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.

**11.10 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 CORPORATION's prior written consent, shall constitute a material breach of this Agreement.

**11.11 Americans with Disabilities Act (ADA).** CORPORATION 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.

**11.12 Copyrights, Recording and Broadcast Rights.** Should LICENSEE present or allow the live performance of music covered by copyright, LICENSEE shall be solely responsible for the payment of all royalties due and LICENSEE agrees to indemnify and hold CORPORATION harmless for any loss, damages, or expenses, including reasonable, outside attorney fees, incurred resulting from any claim of infringement of such copyright(s) in connection with the public performance of music relating to the Event.

**11.13 Recording Provisions.** CORPORATION has no right to conduct any audio and/or video recordings of the Event, which is prohibited without the express, prior written consent of Licensee and the Headline Artist and, as applicable, any support artist(s). LICENSEE and the performing artists may photograph the Event and have use of such photographs as such parties agree among themselves. Photography of the Event by CORPORATION shall be subject to any restrictions imposed by LICENSEE, the Headline Artist and any applicable support artists and any applicable photography agreements required by such artists.

CORPORATION acknowledges that the performing artists are not required to provide an audio and/or video feed to CORPORATION for any purpose, including, without limitation, to suites, clubs or any other areas, other than as may be required for compliance with applicable laws (e.g. an audio feed for assistive listening devices). If the performing artists choose to provide a video feed, it will be in such artists' sole and absolute discretion. CORPORATION shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are provided. CORPORATION is expressly prohibited from simulcasting the Event (or any portion thereof) from any approved feed to any location outside of the Facilities and Licensed Area(s) admission gates.

**11.14 Sponsors.** CORPORATION understands and acknowledges that the **LFUCG Parks & Recreation** may have arrangements with sponsors. CORPORATION shall use reasonable efforts to facilitate and allow implementation and activation of activities associated with such tour sponsorships, if any, which may include, without limitation, temporary signs, banners, on-site product displays, interactive displays, and small product samples.

**11.15 Right to Quiet Enjoyment.** CORPORATION 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 emergency construction causes a substantial interference with LICENSEE's Event, CORPORATION shall use its best efforts to mitigate any disruption. In no event, however, will CORPORATION be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. CORPORATION'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.

**11.16 Carry/Conceal Weapons.** CORPORATION represents that 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 unconcealed firearms on the premise unless such possession is authorized by exceptions in the Act.

LICENSEE has the right to allow or disallow weapons, including concealed firearms, at its event in the facilities of Lexington Center. Because the choice of carrying concealed or open/carry firearms into an event is the LICENSEE'S option, CORPORATION requires this to be executed as part of the Agreement CORPORATION also reserved the right to restrict or prohibit possession of other items such as knives, chains, etc. Which may be used as weapons. As per state statute, law enforcement officials are exempted from this restriction.

LICENSEE desires, acknowledges and agrees to the prohibition of carrying of weapons, which includes firearms, ammunition, and accessories, in the Event space as defined in this Agreement.

**11.17 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.

**11.18 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 CORPORATION 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.

**11.19 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.

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

By: \_\_\_\_\_  
Linda Gorton  
Mayor

By: \_\_\_\_\_  
Brian Sipe, General Manager  
OVG FACILITIES, LLC as agent for Lexington  
Center Corporation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **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 CORPORATION's policies:

#### **General Information**

CORPORATION/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, CORPORATION prohibits the use of E-cigarettes inside its facilities. With approval of the CORPORATION in writing, an area may be designated as a smoking area for private events.

**NO VEHICLE PARKING** is available at the historic 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.

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.

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

**LICENSEE** (or exhibitor) is responsible for the security of items in meeting rooms and exhibit areas. CORPORATION shall not be responsible for damage or loss of property.

The use or distribution of lighter than air gas filled balloons is prohibited without prior approval. Approval would require a signed waiver of responsibility for costs associated with removal of said inflatables. Other common event decorations that require advance authorization include but are not limited to candles, glitter and confetti. Additional fees may be incurred for cleanup of these items.

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

The hanging of signs and banners from ceilings must be approved and installed by CORPORATION personnel only as an Ancillary Service.

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

Exhibits using water features are prohibited in carpeted areas.

#### **Food and Beverage**

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

Receptions: a (pre-show, intermission, or post show) reception in (Pardy's Pub, Level 3 Gallery, Level 2 Lounge, Backstage R-1) may be allowed for up to one hour. Food Service and Alcoholic beverages must be provided through the CORPORATION with all costs borne by LICENSEE.

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

As stipulated by KRS 243.036, the auction of any alcoholic beverage requires a temporary permit issued by the Alcohol Beverage Control Board. The application process takes 30-45 days to complete. A permit must be presented in order for the item to be sold. For further details and the application, please contact the ABC Board at (859)258-3796.

### **Fire and Safety Regulations**

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 listed in the Act or as authorized by the Commonwealth of Kentucky. Licensor also reserves the right to restrict or prohibit possession of other weapons such as knives and other dangerous weapons.

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

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

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

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

Electrical devices must be installed, operated, and maintained in accordance with manufacturers' intended use and applicable codes. In any case, electrical devices that create a hazard to life or property are not permitted.

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

- Fuel supply limited to that necessary for installation and removal of equipment.
- Fuel tanks must have pressure released by removing fuel cap after vehicle has reached display position, and then the fuel cap must be locked or sealed.
- Electrical power supply must be disconnected.
- Keys must be removed from ignition and will be retained at CORPORATION Security Headquarters.

- Motor vehicles are prohibited in carpeted areas, unless under the direction of CORPORATION management, to take precautions for protection of CORPORATION property.
- Any use of motorized vehicle in the Facilities is subject to prior approval of the CORPORATION. Use of motorized vehicles during public occupancy of Facility is prohibited.

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

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

Please contact the Lexington Fire Prevention Bureau if you need further information or clarification. 859-231-5602 (phone) or 859-231-5606 (fax).

**Vendors for Fire Retardant Supplies:**

Production Advantage	proadv.com	800-424-9991
Rose Brand	rosebrand.com	800-223-1624
Lexington Fire Extinguisher		859-299-4686

**Supervision of Minors**

A schedule, detailing exacts dates and times when minors are expected to be backstage must be provided to the Opera House Technical Director in advance of load-in, for any event involving minors in the production. At least one adult representative [**SUPERVISOR**] from the Licensing organization must be named and positioned at the stage door to be present and responsible for supervision, prior to minors’ entry into the building, throughout the duration of minors’ participation and until the last minor has vacated the premises. A “point person” [**CLIENT REPRESENTATIVE**] should be named as secondary contact. (i.e. production supervisor or main technical contact for the LICENSEE).

LICENSEE must provide the name, title and both email address and cell phone number of **SUPERVISOR AND CLIENT REPRESENTATIVE** for the entire schedule prior to load-in. The entire schedule, along with names and contact information should be available at the tech office throughout the engagement. Any modifications to the schedule or supervisory personnel should be documented with the Opera House Technical Director.