

**LEXINGTON CENTER CORPORATION  
LEXINGTON OPERA HOUSE LICENSE AGREEMENT  
License #1405021  
Date Issued July 30, 2013**

**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:** LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT-  
DEPARTMENT OF PARKS AND RECREATION

**LICENSEE'S ADDRESS:** 545 North Upper Street, Lexington, Kentucky 40508

**LICENSEE'S CONTACT:** Mindy Stone

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

**EVENT NAME:** Kiddie Kapers

**EVENT LICENSE FEE:** \$8,100.00

**OTHER FEES:** CORPORATION 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 October 4, 2013.

**INSURANCE DUE:** Insurance Certificates and Additional Insured Endorsements are due October 4, 2013.

**SPACE, DATES & RATES SCHEDULE**

**DEPOSIT AMOUNTS:** No Deposit Required.

**DEPOSITS DUE:** N/A

**LICENSE PERIOD:** May 7 - 10, 2014

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

**UTILIZATION SCHEDULE:** See Page 2

LICENSEE agrees that the duration of each presentation or performance shall not exceed three (3) hours and any extension of said time can be made only upon payment of additional fees. LICENSEE further agrees to afford at least one intermission, of at least twenty (20) minute duration during each public presentation of the event, and that the CORPORATION will be notified of said intermission.

Wednesday, May 7, 2014  
Move-In

Thursday, May 8, 2014  
Tech/Rehearsals

Friday, May 9, 2014  
7pm Public Show

Saturday, May 10, 2014  
Noon Public Show  
3:30 pm Public Show  
7:00 pm Public Show  
Move-Out Follows

### **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 (“LICENSEE”).

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

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

### **(By Corporation Box Office)**

**2.1 LICENSEE** shall establish ticket prices. LICENSEE acknowledges and agrees that an additional facility fee shall be included in the published ticket price. Refer to Exhibit 1 for facility fee scaling. For non-ticketed private performances or school performances, the facility fee will be assessed at a flat rate of \$50.00 per performance with attendance of 400 persons or less, or \$100.00 per performance with attendance greater than 400 persons. Additionally convenience/processing fees which may exist under CORPORATION'S ticketing service agreement may be added to the final purchase price.

**2.2 CORPORATION Ticketing Responsibility.** Arrangements for the procurement and sale of tickets for Lexington 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 and internet order, and "at the door". CORPORATION shall be responsible for ticket printing, electronic ticket outlet service charges and accounting for all ticket sale transactions.

**2.3 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.

**2.4** Reconciliation of ticket sales transaction (Event Settlement) shall occur at or about intermission of 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; (ii) to provide for payment for Ancillary Services provided by CORPORATION; or (iii) for costs associated with the repair of any damage to the Licensed Area(s) or the Facilities resulting from the presentation of the Event or any other activities associated with the Event and caused 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. Within thirty (30) days after the conclusion of the Event, CORPORATION shall furnish LICENSEE a final itemized statement showing the application of such receipts withheld, and at that time, 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 is authorized to issue ten (10) complimentary tickets per performance covered by this Agreement. Tickets issued by CORPORATION will not be considered as issued on behalf of Licensee.

**2.5 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.

### 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 CORPORATION or providers under contract with CORPORATION ("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 CORPORATION, in its reasonable discretion, shall deem necessary); Concessions, and Sales/Exhibitor Booth(s). LICENSEE shall pay Ancillary Services Fees for exclusive services provided by CORPORATION.

**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 staffing. LICENSEE shall pay an Ancillary Services Fee for such additional services.

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

**3.4 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. CORPORATION or its designated representative will sell said merchandise and will retain 0% of the gross sales, less sales tax and other approved fees, as payment for services.

### 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 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. CORPORATION 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 CORPORATION a 15% administration fee on all stage labor.

**4.4 Payment.** A deposit in the amount of \$ 0 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 CORPORATION 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 and one half percent (1.5%) per month.

### 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 amendments. CORPORATION 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 allowable by law, 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 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 is not deemed a waiver of sovereign immunity or any other third party defense available to LICENSEE.

**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 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.

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:

**LEXINGTON CENTER CORPORATION, LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT AND THEIR 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 CORPORATION, as soon as 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 and endorsements required by this Agreement.

**6.3 Failure to Provide Proof of Insurance.** In the event LICENSEE fails to provide the required certificates of insurance by the due dates, CORPORATION shall have the right to cause policies meeting the requirements of this section to be issued in LICENSEE's name and the premiums for such insurance shall be

payable by LICENSEE to CORPORATION as an Ancillary Services Fee in accordance with Section 4.2 of 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 or 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 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 CORPORATION and apply the same to offset CORPORATION'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.** [omitted]

**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 CORPORATION 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. 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.

**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.

**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 CORPORATION 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”). CORPORATION may require its approval of certain Service Contractors prior to services being rendered.

**9.6 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 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 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 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 CORPORATION.

**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 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 use reasonable discretion to enter the Licensed Area(s) at any time.

**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 Security 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.

**10.5 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.

**10.6 Common Areas.** LICENSEE acknowledges that in addition to the uses of the Licensed Area(s), as stated in The 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. In no event shall LICENSEE enter or use any area or facility of CORPORATION other than those stated in the The Summary of Basic Terms and UTILIZATION SCHEDULE of this Agreement without first obtaining CORPORATION's consent and approval.

## **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 Exclusivity.** The sale or service of food, beverage and concessions 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 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 of others brought into 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.

**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 CORPORATION at LICENSEE's sole expense. CORPORATION 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 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 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 CORPORATION:                      Lexington Center Corporation  
    Attention: William B. Owen  
    430 West Vine Street  
    Lexington, KY 40507

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

**11.12 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.

**11.13 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 CORPORATION harmless for any loss, damages, or expenses, including reasonable attorney fees, incurred resulting from any claim of infringement of such copyright(s). CORPORATION reserves the right to record portion(s) of presentation for archival purposes.

**11.14 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 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.

**11.15 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 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.

**11.17 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 CORPORATION.

LFUCG DEPARTMENT OF PARKS AND RECREATION

LEXINGTON CENTER CORPORATION

By: \_\_\_\_\_  
Jim Gray, Mayor

By:  \_\_\_\_\_  
William B. Owen, President and CEO

*POA*

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

Date: 7-30-2013

EXHIBIT 1

Policies, Rules & Regulations

**Rules and 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. With approval of the CORPORATION in writing, an area may be designated as a smoking area for private events.

**PARKING**

There is no free parking in lots owned and operated by CORPORATION.

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.

Facility Fees at the Opera House are based on the highest ticket price. Please refer to table below:

<u>Not-for-Profit Organizations</u>	<u>Fee Per Ticket, for all tickets on a performance</u>
Maximum Ticket Price \$10 or less	\$ .50
Maximum Ticket Price greater than \$10	\$1.00
 <u>Commercial Clients</u>	 \$1.00-\$2.00 (pending Maximum Ticket Price)
Negotiable per event	
 <u>All Clients</u>	
Any event with Max Ticket Price greater than \$75.00	\$2.00

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

A fifteen percent (15%) administration fee will be included on all equipment rentals beyond the inventory of the CORPORATION made at request of LICENSEE.

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.

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.

Trade Show vendors may request authorization to sample food items specific to their business by submitting the Food Sampling Authorization form to CORPORATION prior to the event. Vendors requesting permission to sell food items must submit the Food Sale and Distribution Authorization form for CORPORATION approval. Should approval be granted these vendors are subject to a \$5/day food vendor fee.

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. LICENSEE may provide food and/or outside catering with the following exceptions: alcoholic beverages must be provided through the CORPORATION with all costs borne by Licensee. Cooking on site will not be permitted at any time. Food preparation is not permitted in carpeted areas.

Possession, distribution and consumption of alcoholic beverages is prohibited except through properly authorized vendors. CORPORATION, at its discretion, may require full payment of estimated host bar costs one week prior to event.

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 within a "school zone" and individuals are prohibited from possessing firearms including concealed 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.

Client#: 120224

41LEXINGTONC11

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: J Smith Lanier & Co-Lexington, Powell-Walton-Milward, P O Box 2030, Lexington, KY 40588. CONTACT NAME: Brenda Stickrod, PHONE: 800-796-3567, FAX: 859-254-8020, E-MAIL ADDRESS: bstickrod@pwm-jsl.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Property Casualty Co. (NAIC # 25674), INSURER B: North River Insurance (21105), INSURER C: KESA, The Kentucky WC Fund, INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Y6309290A662), A AUTOMOBILE LIABILITY (Y8109290A662), B UMBRELLA LIAB (581100998), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WC142712012A).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER and CANCELLATION sections. CANCELLATION text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature.