

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507, (the "Lessor"), and, **Civic Lex**, which has its principal office at, **141 E. Main Street, Suite 450, Lexington, KY 40505, Lexington, Kentucky**, (the "Tenant"),

### WITNESSETH:

1. PREMISES. The leased premises, hereinafter called the "Premises", are identified and described as follows: fourth floor **work area # 1, 639** total gross square feet of space known as the Pam Miller Downtown Arts Center, located at **141 E. Main Street, Lexington, KY 40505**, and more specifically identified on Exhibit A of this Agreement for the **Artist In Residence Program**. Basement is not included as part of leased area.
  
- 2A. USE. The Premises shall be used by Tenant for administrative and arts related functions and for no other purpose without the prior written consent of Lessor. Tenant shall not use the Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Tenant shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when Tenant first took possession thereof, and Tenant shall not commit, or allow to be committed, any act of waste, in or about the Premises or the Building. Tenant shall not create, maintain, or permit any nuisance in the Premises. If Tenant uses the Premises in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy, Lessor may, at its option, require Tenant to discontinue such use or to reimburse Lessor as additional rent for any increase in premiums attributable to the use being made by the Tenant. Tenant shall comply with the Rules and Regulations governing the use and occupancy of the building, which Rules and Regulations are attached hereto as Exhibit C. Lessor may amend the Rules and Regulations from time to time, and a written copy of such amendments will be given to Tenant who shall thereafter comply with the same.
  
- 3A. TERM. The initial term of this Agreement shall be for a period of thirteen (13) months, beginning on June 1, 2021 and ending June, 30, 2022.
  
- 3B. The initial term of this Agreement fulfills the contract with no additional extensions.
  
4. RENT. Tenant agrees to pay the Lessor annual rent as specified in Exhibit B for use of the Premises. Rental payments shall be made at the Lessor's notice address in paragraph 25 on or before first (1<sup>st</sup>) day of each month. Payments shall be made on the following basis:  Monthly  Quarterly

Initials  
Owner   
Tenant 

5. UTILITIES AND SERVICES. Tenant shall be responsible for providing and paying for all utilities to the Premises. Lessor does not warrant that any services provided by Lessor will be free from interruption due to causes beyond Lessor's reasonable control. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Lessor liable to Tenant for damages by set-off or abatement of rent or otherwise, nor will it relieve Tenant from performance of Tenant's obligations under this Agreement. **Utilities are included in the monthly rent. Tenant is responsible for landline phones and internet services.**

6. SECURITY DEPOSIT. Tenant shall pay a Security Deposit, equal to One (1) month's rent to Lessor upon the full execution of the Agreement. The security deposit is refundable by Lessor to Tenant at the expiration of the lease term or any extension thereof, and surrender of the Premises subject to the Tenant's performance of its duties and obligations under the terms of the Agreement. **Lessor has waived the security deposit requirement.**

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

7. TAXES AND FEES. Tenant agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. Tenant is not responsible for any applicable real property taxes.

8. COMPLIANCE WITH ORDINANCES, STATUTES, STATE AND FEDERAL LAWS. Tenant shall comply and cause its employees and agents to comply with all ordinances, statutes, state and federal laws, and reasonable operational procedures and standards established by the Lessor in connection with the use of the Premises.

9. INSPECTIONS. Lessor shall have the right to inspect the Premises at any time during Tenant's normal hours of operation. Lessor shall have free access to the Premises at all reasonable times for the purpose of examining the same, or to make any alterations or repairs to the Premises that Lessor deems necessary for its safety or preservation. Lessor shall have the right to inspect the Premises outside Tenant's normal hours of operation with 24 hours prior notice.

10. ALTERATIONS TO THE PREMISES AND FIT-UP COSTS. Before any physical improvements or changes to the Premises may be made by Tenant, including painting, Tenant shall obtain prior written approval for such changes

Initials  
Owner SL  
Tenant PY

from Lessor, which approval may be withheld in Lessor's discretion. Any and all improvements once installed, affixed or located in or on the Premises shall be and remain on the Premises and belong to Lessor as further consideration of this Agreement. All inventory, furnishings, fixtures and other equipment (not permanently attached to the Premises) may be removed by Tenant upon termination of the Agreement, at Tenant's sole expense, provided such removal does not damage the Premises.

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

11. MAINTENANCE AND USAGE OF THE PREMISES.

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

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

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

Initials  
Owner   
Tenant 

- f. Tenant will be responsible for custodial services at its own expense for leased space. **Custodial services are included in the monthly rent.**

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

13. PARKING. Lessor shall not be responsible to provide parking to Tenant.

14. INDEMNIFICATION AND INSURANCE.

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

b. Insurance –Tenant shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability insurance, including premises and operations liability, broad form contractual coverage, and fire legal liability for said Premises, and any other appropriate insurance, deemed proper and necessary for its use and occupation of the Premises. Liability limits should be in an amount not less than \$1,000,000.00 per occurrence with an aggregate of not less than \$2,000,000.00. Said insurance company shall be authorized to do business in the Commonwealth of Kentucky, with a Best's Key Rating of no less than Excellent (A or A-) and a financial size category of no less than VIII, and must include the provision that "it is agreed and understood that the Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insured, under the provisions of this Agreement."

Initials  
Owner SA  
Tenant RY

Tenant shall furnish to the Lessor's Division of Risk Management a certificate of insurance and make available for inspection a copy of the policy.

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

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

15. TERMINATION. After the expiration of the initial lease term, either party may terminate any lease extension at any time, without penalty, upon sixty (60) days prior written notice to the other party. Lessor may perform ongoing evaluations to determine whether the Premises are being used by Tenant as stipulated in this Agreement. If Tenant does not utilize the Premises in accordance with the use specified in Paragraph 2 of this Agreement, Tenant upon written notice from Lessor shall immediately vacate the Premises and this Agreement will be terminated and of no further force and effort.
16. SIGNAGE. Tenant will be allowed to place, at its sole expense, and subject to the approval of Lessor, its name or sign on the Premises, provided such signage complies with the applicable guidelines as set forth by Lessor and applicable local sign ordinances.
17. AGREEMENT IS NOT ASSIGNABLE. This Agreement is not assignable and Tenant may not sublease or grant any other individual, agency or organization use or occupancy of the Premises. Subleasing maybe considered for any term beyond 30 days of any area(s) within the said property. Subleasing requests must be reviewed and approved by LFUCG – DGS prior to the execution of any sublease agreements.
18. PROPERTY ON PREMISES IS RESPONSIBILITY OF TENANT. All personal property kept upon the Premises shall be at the sole risk and responsibility of Tenant. This shall include property of contractors or vendors engaged by Tenant

Initials  
Owner SL  
Tenant RY

to perform fit-up or conduct other maintenance or improvement activities throughout the term of this Agreement.

19. DESTRUCTION OF PREMISES. If the Premises should be destroyed or damaged by fire or other casualty covered by the Lessor's policy of fire and extended coverage insurance, Lessor may, at its sole option and expense, elect to make repairs or restore the building and Premises, or to cancel this Agreement instead of making the necessary repairs. If the Premises are damaged to such extent that repairs or restoration cannot be effected within one hundred twenty (120) days, either party shall have the right to cancel this Agreement by giving the other party such notice in writing within thirty (30) days from the date such damage occurred. In the event of partial destruction or damage whereby Tenant shall be deprived of the use or occupancy of only a portion of the Premises, then minimum rent shall be equitably apportioned according to the area of the Premises which is usable by Tenant until such time as the Premises are repaired or restored. Lessor is not obligated to commence repair or reconstruct the Premises until after it receives the proceeds of insurance in connection with such partial loss. Should the destruction or damage be of such extent that the Premises are entirely unrentable and then the Agreement shall automatically terminate.
20. HAZARDOUS MATERIALS. Tenant will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation. Any Hazardous Materials generated by Tenant will be removed from the Premises at Tenant's expense in the manner required by law and disposed of in compliance with federal, state and local laws and regulations. If at any time Tenant fails to comply with the terms of this section, Lessor may remedy such default and Tenant must fully reimburse Lessor for any cost or expense it incurs within ten (10) days of written notification from Lessor.
21. QUIET ENJOYMENT. Lessor hereby covenants and agrees that if Tenant performs all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of, or hindrance from, Lessor or any person or persons lawfully claiming the Premises.
22. VACATION OF PREMISES. Tenant shall deliver up and surrender to Lessor possession of the Premises upon the expiration or termination of the Agreement in as good a condition and repair as the Premises were at the commencement of the Agreement (the elements, ordinary wear and deterioration accepted).

Initials  
Owner SC  
Tenant RY

23. DEFAULT AND REMEDIES

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

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

25. NOTICES. Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or

Initials  
Owner SC  
Tenant RY



Notice shall be sent to the Lessor at the following:  
**Lexington-Fayette Urban County Government**  
**Attn: Commissioner of General Services**  
**200 East Main Street**  
**Lexington, KY 40507**

Notice shall be sent to the Tenant at the following:  
**CivicLex**  
**Attn: Executive Director**  
**141 E. Main Street, # 450**  
**Lexington, KY 40505**

26. WAIVER. No waiver of any condition of legal right shall be implied by the failure of either party to declare forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless it be in writing signed by party so waiving. The waiver of a breach by either party of any condition shall not excuse, or be claimed to excuse, a future breach of the same condition or covenant or any other condition or covenant.
27. EMINENT DOMAIN. In the event that the Premises or any part thereof shall be at any time after the execution of the Agreement are taken for public or quasi-public use, or condemned under eminent domain, Tenant shall not be entitled to claim or have paid to it any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of Tenant, and Tenant hereby relinquishes to Lessor any rights to any such damages. Should all of the Premises be taken by eminent domain, then this Agreement shall be deemed terminated, and Tenant shall be entitled to no damages or any consideration by reason of such taking.
28. INTERPRETATION. If any clause, sentence, paragraph or part of the Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other aspects this Agreement shall continue in full force and effect. The Agreement, having been negotiated in good faith between the parties with advice of their respective counsel, shall not be construed against one party or the other.
29. INTERPRETATION AS PARTNERSHIP PROHIBITED. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between the parties.

Initials  
Owner GA  
Tenant RY



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

Initials  
Owner   
Tenant 

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

The foregoing terms and conditions are accepted by the Owner this 11<sup>th</sup> day of June, 2021.

LESSOR:

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*  
Linda Gorton, Mayor

The foregoing terms and conditions are accepted by the Tenant this 6 day of May, 2021.

TENANT:

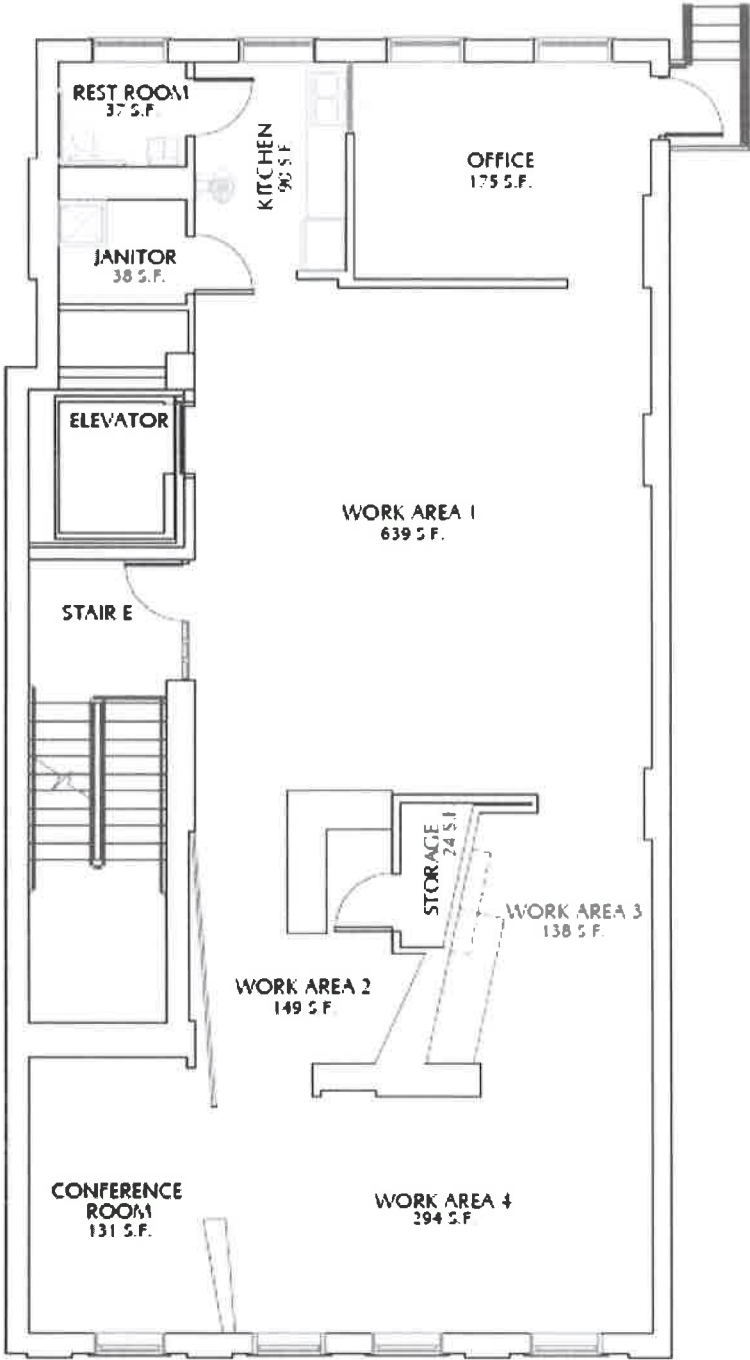
CIVICLEX

BY: *Richard Br. Young*  
Richard Young, Executive Director  
Print Name and Title

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Initials  
Owner LG  
Tenant RM

**EXHIBIT A – Leased Areas**



**DOWNTOWN ARTS CENTER  
FOURTH FLOOR**

Initials  
Owner *SR*  
Tenant *AT*

## EXHIBIT B - RENT SCHEDULE

<u>FY</u>	<u>FMV Rental Rate per s.f.</u>	<u>Annual FMV Rent</u>	<u>Payment</u> <input checked="" type="checkbox"/> <u>Monthly</u> <input type="checkbox"/> <u>Quarterly</u>
2021	<u>\$12.00</u>	<u>\$639.00</u>	<u>\$639.00</u>
2022	<u>\$12.00</u>	<u>\$7,668.00</u>	<u>\$639.00</u>

- B.1 Rent. Tenant shall pay to Lessor as rent for the Premises the annual sums specified in Exhibit B (Adjusted Annual Rent column). If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.
- B.2 Annual Rental Adjustment (if applicable). If, in any calendar year or partial calendar year during the term hereof (or renewal periods, if any), the Operating Expenses of the Building as hereinafter defined shall exceed \$7.85 per Rentable Square Foot of an area therein, then Tenant shall pay as additional rental for that year or partial calendar year Tenant's Proportionate Share of the excess Operating Expenses exceeding \$7.85 per Rentable Square Foot. Tenant's Proportionate Share of operating expenses is the percentage determined by dividing the rentable area in Tenant's Premises by the total rentable area in the building.
- B.2-1. For the purposes of this Agreement, Operating Expenses shall mean any and all costs paid or incurred in the discretion of the Landlord, in connection with the operation, service, maintenance, repair of the Building (including fire and extended insurance costs) determined in accordance with generally accepted accounting principles (on an accrual basis) consistently applied.

Initials  
Owner     
Tenant

B.2-2. Notwithstanding the Landlord's discretion as to Operating Expenses, no expense incurred for the following shall be included in Operating Expenses:

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

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

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

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

Initials  
Owner SW  
Tenant TY

**Exhibit C**  
RULES AND REGULATIONS

1. No advertisement, sign, lettering, notice or device shall be placed in or upon the Premises, its windows or doors, or upon the Building except such as may be approved in writing by Lessor as noted in Exhibit E.
2. Lessor shall maintain a Building directory with the name of Tenant, its organizational divisions and the name of any other business entities lawfully occupying the Premises or any part thereof.
3. No additional locks other than building standard shall be placed upon any doors of the Premises without Lessor's consent and Tenant agrees not to have any duplicate keys made without the consent of Lessor. If more than two keys for any door lock are desired such additional keys shall be acquired from Lessor and shall be paid for by Tenant. Upon termination of this Lease Tenant shall surrender all keys to Lessor. Tenant shall not replace the locks on any doors. Should Lessor consent to the replacement of such lock Lessor shall replace the lock at Tenant's sole expense.
4. No furniture, freight, supplies not carried by hand, or equipment of any kind shall be brought into or removed from the building without the consent of Lessor. Lessor shall have the right to limit the weight and size to designate the position of all safes and other heavy property brought into the building. The furniture, freight, supplies, equipment, safes and such other heavy property shall be moved in or out of the Building only at the times and in the manner permitted by Lessor. Lessor will not be responsible for loss of or damage to any such items and all damage done to the Premises or to the Building by moving or maintaining such items shall be repaired at the expense of Tenant. Any merchandise not capable of being carried by hand shall utilize hand trucks equipped with rubber tires and rubber side guards.
5. Tenant, its invitees or guests, shall not disturb other occupants of the Building by making any undue or unseemly noise, or otherwise. Tenant shall not, without Lessor's written consent, install or operate in or upon the Premises any machine

Initials  
Owner   SU    
Tenant   R4

or machinery causing noise or vibration perceptible outside the Premises, or machinery of any kind or carry on any mechanical business thereon, or keep or use thereon oils, burning fluids, camphene, kerosene, naphtha, gasoline, or other combustible materials. Notwithstanding the foregoing, Tenant may operate within the Premises those devices used for the preparation and serving of food that are brewing of coffee to be consumed on the Premises. No explosives shall be brought into the Building.

6. Tenant shall not mark or drive nails or screws into the woodwork or plaster, or paint, or in any way deface the Premises, the Building, or any parts thereof or fixtures therein. The expense of remedying any breakage or stoppage resulting from a violation of this rule shall be paid by Tenant.
7. Canvassing, soliciting and peddling in the Buildings are prohibited and each Tenant shall cooperate to prevent such activity, however, Lessor, in its discretion, may allow beverage and snack vending in the Building.
8. Tenant may request the assistance of Lessor's employees only upon approval of the Lessor's manager. Lessor's employees are not required to perform any work or do anything outside of their regular duties, except on issuance of special instructions from the Lessor's manager. If Lessor's employees are made available to assist Tenant, Lessor shall be paid for their services by Tenant at reasonable hourly rates.
9. Lessor reserves the right to close and keep locked all entrance and exit doors to the Building on Sundays and legal holidays and between the hours of 6:00 p.m. on any day and 8:00 a.m. of the following day during such further hours and Owner may deem advisable for access control of the Building. Notwithstanding the foregoing, Tenant shall have access to the Building at all hours.
10. Lessor may utilize an outside agency to control access to the Building when it is locked. Lessor does not assume any responsibility for, and shall not be liable for, any damage resulting from any error in regard to any identification of Tenant or its employees and from admission to, or exclusion from, the Building by such outside agency.
11. The heating and air conditioning systems shall be operated at such times as the Lessor shall designate from time to time. Tenant shall not utilize any equipment requiring extraordinary services without the prior written consent of Lessor.
12. Tenant shall exercise care and caution to insure all water faucets or water apparatus, electricity and gas are carefully and entirely shut off before Tenant or its employees leave the Premises so as to prevent waste or damage. Tenant

Initials  
Owner SW  
Tenant RJ



shall be responsible for any damage to the Premises or the Building and for all damage or injuries sustained by other tenants or occupants of the Building arising from Tenant's failure to observe this rule.

13. Lessor reserves the right to exclude or remove from the Building any person who, in the judgment of Lessor, is under the influence of liquor or drugs, or who is in the judgment of Lessor disturbing other Tenants or occupants of the Building arising from Tenant's failure to observe this rule.
14. Toilet facilities shall be provided for men and women by Lessor. Plumbing fixtures and appliances shall be used for the purpose for which they were designed and no rubbish, rags or other unsuitable material shall be thrown or placed therein. Repairs resulting from such damage to any such fixtures or appliances from misuse by a Tenant shall be paid by Tenant and Lessor shall not in any case be responsible therefore.
15. Lessor will replace burnt tubes and lamps for lighting fixtures at no expense to the Tenant.
16. Lessor reserves the right to rescind any of these rules and regulations and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed or desirable for the care and cleanliness of the Premises and the Building. Such rules and regulations when made and upon written notice to Tenant, shall be binding upon Lessor and Tenant in like manner as if originally set forth herein.
17. Tenant agrees that Lessor shall not be responsible for lost or stolen personal property, money or jewelry from the Premises or Building regardless of whether such loss occurs when the area is locked against entry or not.

Initials  
Owner *SC*  
Tenant *RM*



# Civic Artist In Residence



CivicLex



LEXINGTON



# Program Overview

## Background

Generated as a partnership between CivicLex and the City of Lexington, the Lexington CAIR Program received support and approval from the Lexington-Fayette Urban County Government and has been designed with a local cross-sector CAIR Advisory Group. This CAIR program is one the first of its kind in the country, fostering cultural work that sits at the intersection of civic, social, and place-based practice in a small-to-medium-sized city setting. The CAIR Advisory Group includes representatives from the City, local nonprofits, artists, educators, activists, business owners, and residents. The pilot year of this program is partially funded by a generous grant from National Endowment for the Arts.

The CAIR Advisory Group led several presentations with city government department leads and staff to identify work that could benefit from artistic collaboration. With this information, Representatives from the Advisory Group will also act as the CAIR selection committee and will provide ongoing support for the CAIR throughout the residency.

## CivicLex

CivicLex is an artist-led Lexington-based nonprofit focused on civic education and engagement throughout Fayette County. The primary CAIR contacts within CivicLex are Richard Young (Executive Director) and Megan Gulla (Director of Programs).

## City of Lexington

LFUCG is the merged city-county governing body of Lexington, KY, a mid-size University City located in central Kentucky at the heart of Kentucky's Bluegrass region. Primary CAIR contacts within LFUCG include Heather Lyons (Director of Arts & Cultural Affairs, Mayor's Office), Chris Ford (Commissioner of Social Services, LFUCG), Wes Holbrook (Director of Finance, LFUCG), and Nancy Albright (Commissioner of Environmental Quality & Public Works, LFUCG).



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## Program Overview (continued)

### Departments

Selected CAIR artists will be placed in one of these three LFUCG departments:

#### Social Services

Social Services operates four core divisions providing an array of multi-generational services, from the “cradle to the rocking chair.” The department also supports collaborative efforts with an existing network of local non-profit organizations and human service agencies: Aging & Disability Services, Community & Resident Services, Family Services, and Youth Services.

#### Finance

Finance ensures that the Government’s financial resources are collected, invested and distributed responsibly. Finance reviews operations and prepares monthly, quarterly, or annual reports. There are four departments within Finance: Accounting, Budgeting, Central Purchasing, and Revenue.

#### Environmental Quality & Public Works

Environmental Quality & Public Works preserves, protects and enhances the Bluegrass environment and provides public infrastructure systems that are safe, efficient and economical. There are five departments within EQPW: Environmental Services, Streets & Roads, Traffic Engineering, Waste Management, and Water Quality.

### Objectives

The CAIR will collaborate with CivicLex and the City staff on projects that center on the following objectives:

- strengthen public engagement in/with city processes
- increase public access to city processes
- foster communication among city departments and divisions
- celebrate under appreciated city employee work
- find creative solutions to problems or “stuck” aspects of city work
- encourage new, creative approaches to city work and processes
- bring diverse community voices into city decision making

### A Key Consideration

- City government is a large and complex organization with many established legal and procedural policies. Artists will be working with LFUCG employees to navigate all requirements.



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# Residency Details

The selected CAIR will work with the City of Lexington for a 13-month period from June 2021 to July 2022.

The CAIR will be provided with a general work station with light studio capabilities at CivicLex's office, 141 East Main Street, as well as work space, when appropriate, within City department offices.

## Timeline

The selected CAIR will work with CivicLex and City staff to develop a project proposal, work plan, timeline, and deliverables during the following phases:

- June - September: Research & Discovery (listening & digging deep in City Government);
- September - November: Project Development (propose project(s) to work on during the residency - including development of timeline and budget);
- November - December: Project Finalization (gather materials and/or equipment and reserve space necessary for project)

## Timeline (contd.)

- January - July: Project Deployment, Documentation, and Evaluation (implement proposed project and assist CivicLex and the City with documentation and evaluation throughout to capture key findings and inform future residencies)

## Responsibilities

While engaged as a CAIR, the responsibilities of the artist will include:

### Onsite Residency

- Work onsite (in person or remotely) with the City of Lexington (approximately 20 hours per week). Onsite allocation and method for tracking / reporting will be determined with input from Artist and partners during the development of the artist agreement, based on the residency length and approach.
- Gallery and event spaces, available on the 1st and 2nd floors of the Downtown Arts Center, can be booked in advance. Anything bigger than that will have to be determined based on needs and available facilities.



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## Residency Details (contd.)

### Participation in Meetings & Events

- Participate in onsite or digital orientation, meetings, and other project-related events, check-ins, and ongoing evaluation efforts.
- Attend relevant departmental, City Council, and community meetings / events.
- Have a public working presence within City Hall and in the field within department/division.

### Project Development

Develop a project proposal in collaboration with the City staff and CivicLex. These proposals will vary depending on the artist selected, but proposals may include:

- Development and implementation of arts-based practices to engage with underserved / underrepresented community members to increase equity in civic participation;
- Collaboration with local arts and cultural workers, arts, cultural and community organizations, and businesses;
- Building authentic trusted, and transformative relationships with community members and City staff; opportunities (digital or in-person)

### Project Development (contd.)

- Trying out new ideas, processes, and actions in collaboration with City staff and CivicLex
- Producing creative community engagement opportunities (digital or in-person)

Develop a project timeline and an itemized projected budget (up to \$1,500) pending approval

### Assist with Documentation & Evaluation

- Assist CivicLex and City staff with CAIR program evaluation and documentation, including video, photos, written reflections, mixed-media, etc.
- Work with CivicLex and City staff to build, develop and extend arts-based practices in the City and community through documentation, evaluation, and communication of onsite practices.



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## Residency Details (contd.)

### Communication & Administration

- Provide regular communication with City staff and CivicLex (details to be determined with input from Artist and partners during the development of the artist agreement and based on residency approach).
- Provide appropriate documentation (receipts) for project budget expenses (to be discussed in more detail in Project Development phase).
- Follow City of Lexington regulations and processes for all administration and while working either in person or remotely with City Hall.
- Build relationships with project collaborators, local arts and cultural workers, local residents, and community stakeholders.
- Engage with City staff in all departments to support the thorough integration of arts-based innovation within the City.

### What do we consider an artist?

Lexington CAIR program is open to artists, designers, and cultural workers of all disciplines including, but not limited to: visual arts, performing arts, literary arts, media arts, graphic arts / design, process design, civic / social / community-based practice, interdisciplinary and/or multidisciplinary arts.



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# Program Overview

## Request for Qualifications

The City of Lexington and CivicLex are requesting qualifications from interested Fayette County artists for a 13-month City Artist in Residence program. Selected artists will be embedded in the City of Lexington and work closely with CivicLex and City staff to design and implement arts and cultural strategies to increase civic participation and community engagement in City policy-making, planning, and public processes.

## Questions or Concerns?

All application questions should be directed to Megan Gulla, Director of Programs at CivicLex via email at [megan@civiclex.org](mailto:megan@civiclex.org).

If you are interested in serving in a volunteer capacity on a planning body for this project, please reach out to Richard Young, Executive Director at CivicLex via email at: [richard@civiclex.org](mailto:richard@civiclex.org).

## Thanks

Lexington City Artist in Residence program is made possible with financial support from National Endowment for the Arts and programming support from the City of Lexington, Handbarrow, and the Department of Public Transformation.

We are immensely grateful to our Staff & Working Advisory Group for co-designing this project.

### Project Work Team & Staff:

Kit Anderson, Megan Gulla, Ashley Hanson, Michele Huggins, Mark Kidd, Casey Lyons, Heather Lyons, & Richard Young.

### City of Lexington Advisors:

Nancy Albright, Rob Allen, Chris Ford, Amber Luallen, Theresa Maynard, Elizabeth McGee, Angela Poe, Ashley Simpson, & Deborah Slone.

### Artistic & Community Advisors:

Jason Akhtarekhavari, Jessica Breen, Devine Carama, Raaziq El-Amin, Kurt Gohde, Chester Grundy, Brandy Shumake, Lakshmi Sriraman, DeBraun Thomas, & Kremena Todorova.



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# Selection Criteria

## Criteria Overview

Lexington CAIR program is open to artists, designers, and cultural workers of all disciplines including but not limited to: visual arts, performing arts, literary arts, media arts, graphic arts / design, process design, civic / social / community-based practice, interdisciplinary and/or multidisciplinary arts. Our criteria for selecting a CAIR artist is based on the combination of:

- experience as a practicing artist, with a focus on community engagement.
- interest in, connections to, and / or experience working with community members from a diverse range of social, cultural, economic, and political backgrounds.
- interest in, connections to, and / or experience collaborating with local government.
- And, professional capacity, or how the residency fits into the artist's life and practice.

## Experience as a practicing artist

- Deep knowledge of chosen artistic field.
- Distinguished skill and technique pertaining to artistic field.
- Demonstrated long-term commitment to artistic practice.

## Working with community

- Demonstrated experience or strong interest in working with communities and/or public in creative process.
- Knowledge and skills to advance equitable representation and equity-focused work in civic processes.
- Exceptional cultural competency and demonstrated ability to constructively work with traditionally underrepresented and underserved communities.
- Ability to practice deep listening and authentic relationship building.



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# Selection Criteria

## Collaborating with local government

- Strong interest in the intersection of art, city processes, and civic life.
- Ability to work collaboratively with public-sector agencies, including collaborating with City departments to achieve goals.
- Demonstrated experience at navigating systems, with a willingness and ability to work within required public processes.

## Professional Capacity

- Strong communication, facilitation, interpersonal, and presentation skills.
- Ability to learn and grow, be flexible, and adaptable, and overcome challenges in a collaborative work environment.
- Regular availability during residency terms.
- Ability to meet commitments.

## Selection Timeline

**January 11, 2021** - CAIR Application opens; FAQ sheet made available at [www.civiclex.org/cair](http://www.civiclex.org/cair).

**January 26, 2021 at 6:00pm ET** - Lexington CAIR Informational Webinar led by CivicLex and City of Lexington staff. A Zoom Link will be available on the CivicLex website.

**January 31, 2021** - FAQ sheet updated with questions from Webinar

**March 26 at 5 pm EST** - Application deadline; apply by submitting all required materials to [info@civiclex.org](mailto:info@civiclex.org)

**April 31, 2021** - Selection of Finalists and Interviews; all finalists will receive a \$50 honorarium for their time preparing and participating in the interview process.

**May 15, 2021** - CAIR Artists selected & contract agreement in place.

**June 1, 2021** - Artist residency begins; start date is non-negotiable.



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# Terms & Eligibility

## Contract Terms

### Contract

Lexington CAIR is designed as a work-for-hire, independent contract opportunity with a commitment of 13 months. Selected Artists will work with CivicLex and City staff in a collaborative team through Research & Discovery, Project Development, Finalization, and Implementation, Documentation and Evaluation.

Due to funding restrictions, CAIRs will be responsible for their personal health / medical insurance; event insurance will be covered by the City (for City related events) and / or CivicLex for public events.

### Compensation

Selected Artists will receive a stipend of \$15,000 as compensation. The Artist can choose whether to receive the amount as three lump sums or in monthly payments.

## Eligibility

To be eligible for the Lexington CAIR program, you must:

- live, work, or practice primarily in Fayette County
- be available to attend all events, meetings and required appointments throughout the residency
- be at least 18 (required of all City contractors)
- complete a background check (required of all City contractors)

### Non-Discrimination Policy

CivicLex and the City of Lexington do not discriminate in their selection processes on the basis of race, national or ethnic origin, ancestry, age, religion or religious creed, ability, sex or gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law.

In addition, please review CivicLex's Equity Policy at [civiclex.org/policies](http://civiclex.org/policies).



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