

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 6 day of May , 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A, 200 East Main Street, Lexington, Kentucky 40507, and the Mayor's **250LEX COMMISSION** (collectively hereinafter referred to as "Government"), and **LEXINGTON PRIDE CENTER** with offices located 389 Waller Avenue, Suite 100, Lexington, KY 40504, (hereinafter referred to as "Organization").

WHEREAS, Organization is hosting the 2025 Lexington Pride Festival; and

WHEREAS, the Lexington-Fayette Urban County Government is partnering with the Mayor's 250Lex Commission to support the 2025 Lexington Pride Festival, with each contributing separate payment to Organization in exchange for the services agreed to by Organization as set forth herein; and

WHEREAS, the Government believes that supporting the 2025 Lexington Pride Festival as a community event and the purchase of services related thereto promotes the public purpose of civic engagement, fosters community development as a public good, and broadens cultural awareness and education, public purposes that are inherent in any civic and community outreach event; and

WHEREAS, Organization has agreed to provide the Government with related services as set forth herein; and

WHEREAS, the parties seek to memorialize their understanding through a written agreement.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the receipt and sufficiency of which are acknowledged, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on May 6, 2025, and continuing for a period of one (1) year from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

3. Organization, in conjunction with conducting the Lexington Pride Festival and providing services relating thereto, agrees to provide the following services to Government:

- a. Provide Government logos on the official LexPrideFest Banner, LexPrideFest t-shirt and lexpridefest.org.
- b. Provide the option for the Government to present an act or entertainer live on stage.
- c. Live recognition of Government from stage during the festival.
- d. An onstage banner recognizing Government.
- e. Provide complimentary entry for four (4) to all of Organization's fundraising and social events.
- f. Provide a Pride merchandise package.
- g. Provide a banner and/or ad display for Government near alcohol and food vendors.
- h. Provide two (2) 10 foot by 10 foot booth spaces, with one tent per booth space.
- i. Provide full page advertisement for Government in Pride Guide.
- j. Recognition of Government on LexPrideFest social media in group post.
- k. Government to receive marketing rights as an official LexPrideFest sponsor.

Notwithstanding the foregoing, Organization understands and agrees that this Agreement is subject to the requirements of LFUCG's CAO Policy 57 (Branding, Logo, and Graphic Standards). Organization understands and agrees that any use of LFUCG logos, the

LFUCG seal, LFUCG-owned graphics or assets, or any other LFUCG branding must be approved by LFUCG as required by CAO Policy 57.

4. Organization agrees that Government may photograph or otherwise record its presence at the 2025 Lexington Pride Festival, and Government agrees that it will only photograph or otherwise record its presence in the public access areas of the 2025 Lexington Pride Festival and shall not interfere with the normal operations of the event, unless required by law.

5. Government shall pay Organization the sum of Ten Thousand Dollars (\$10,000.00), and Organization understands and agrees that this sum will be equally divided and provided separately by Lexington-Fayette Urban County Government and 250Lex Commission, with each paying \$5,000.00, **which funds shall be used exclusively** for the services required by this Agreement, said services being more particularly described in paragraph 3, all of which shall be payable on June 1, 2025, or shortly thereafter upon receipt of an invoice. Organization understands and agrees that under no circumstances shall LFUCG be obligated or otherwise required to contribute the \$5,000 payment that is to be made by 250Lex Commission, and that such payment shall be the sole responsibility of 250Lex Commission.

6. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein. Government understands that Organization shall have the right to reschedule or cancel the 2025 Lexington Pride Festival or any individual events comprising it if necessary for any reason, including: (i) weather; (ii) failure to receive commitments from the necessary number of sponsors; (iii) failure to reach agreement with the applicable authorities on any issue related to the 2025 Lexington Pride Festival; or (iv) acts of God or any other cause beyond

Organization's reasonable control, e.g. war, fire, strike, change of law or regulation, or public catastrophe. If the 2025 Lexington Pride Festival is cancelled, Government shall be entitled to a full refund of amounts paid to Organization pursuant to this Agreement.

7. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

8. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement. Organization further understands and agrees that the Government, as an urban county government created pursuant to KRS Chapter 67A, is unable to indemnify, save, or hold harmless any other entity or private individual.

9. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Government, and the Organization shall not be compensated unless and until such registration has taken place.

10. The Organization shall, on such forms as the Government shall provide, submit to Government an annual report and financial statement which summarize the previous year's activities.

11. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

12. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

13. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment in violation of federal and state anti-discrimination laws, and shall cause each of its subcontracting agencies to do so. This

program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

14. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Government for review within thirty (30) days of the execution of this Agreement.

15. This instrument contains the entire agreement between the parties, and no statement, promises, inducements, or agreements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding upon the parties hereto; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

16. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Lexington Pride Center
389 Waller Ave STE 100
Lexington, KY 40504

Attn: Jason Schubert

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Attn: Linda Gorton, Mayor

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington,
Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

LEXINGTON PRIDE CENTER

BY: _____
Linda Gorton, Mayor

BY: Jason Schubert
Title: Jason Schubert, Board President

ATTEST:

Clerk of the Urban
County Council

4918-5476-5106, v. 1