

EVENT AGREEMENT

AGREEMENT made **Tuesday, March 18, 2025** by and between the **Lexington Philharmonic** (hereinafter "PHILHARMONIC") and the **Lexington Fayette Urban County Government** (hereinafter "PRESENTER") for planning and execution of **250LEX: Concert for Lexington** (hereinafter "CONCERT") on September 7, 2025.

Schedule: *(listed herein with understanding that details may change)*

All rehearsals and performance will take place at the Singletary Center for the Arts (hereinafter "VENUE") located at 405 Rose St, Lexington, KY 40508.

Dates	Time	Description
Wednesday, September 3, 2025	10:00 AM - 5:00 PM	Tech Load-In
	7:30 PM - 10:00 PM	Rehearsal
Thursday, September 4, 2025	7:30 PM - 10:00 PM	Rehearsal
Friday, September 5, 2025	3:30 PM - 6:30 PM	Soundcheck
	7:30 PM - 10:00 PM	Rehearsal
Saturday, September 6, 2025	1:00 PM - 3:30PM	Dress Rehearsal
Sunday, September 7, 2025	3:00 PM	Concert

Concert: (1) 90 minute program to consist of approximately 70 minutes of music, plus 20 minute intermission. Repertoire and guest artists to be mutually agreed upon by the PHILHARMONIC and PRESENTER. PRESENTER and PHILHARMONIC hereby agree that this event is offered free of charge to attendees.

Compensation:

In return for planning and execution of CONCERT by PHILHARMONIC and the responsibilities outlined below in accordance with the terms and conditions stated herein, PRESENTER agrees to pay PHILHARMONIC: **\$100,500 (One Hundred Thousand, Five Hundred Dollars)**. 50% of the fee (\$50,250) will be paid **July 1, 2025**, and the remaining 50% (\$50,250) within 5 business days following the performance. In addition, any direct expenses incurred by the PHILHARMONIC for this event, beyond the above fee, will be invoiced separately to the PRESENTER.

Responsibilities:

PHILHARMONIC will provide and/or contract:

- Lexington Philharmonic Musicians
- Music Director/Conductor Mélisse Brunet
- Guest Artists, including but not limited to Ben Sollee, Joslyn & The Sweet Compressions, Central Kentucky Youth Orchestra (CKYO)
- Music licensing, rental, preparations, and orchestral chart arrangements for guest artists
- Hospitality for guest artists, orchestra musicians, and crew
- Stage Manager(s)
- Production logistics and staffing in addition to VENUE production and staffing, for rehearsals & performance
- Orchestral equipment and transportation: all instruments, conductor podium, stand lights, etc.

- Piano tuning services
- Any additional sound, lighting and video equipment not provided by VENUE
- Audio Recording
- Additional technical workers as needed
- Event promotion, including but not limited to postcard, poster, e-news, and social media
- Concert Program book design and printing
- Ticketing and box office services

PRESENTER will contract and/or provide:

- Commission fee and travel expenses for composer Shawn Okpebholo
- VENUE rental and labor
- All required personnel and labor for live streaming and simulcast operations
- Fee to PHILHARMONIC as outlined above
- Parking for PHILHARMONIC musicians, guest artists, staff & crew behind or as close to VENUE as possible.

LEXINGTON PHILHARMONIC TERMS & CONDITIONS:

1. PRESENTER and PHILHARMONIC hereby agree that this event is offered free of charge to attendees.
2. No person shall be denied admission to the performance(s) because of age, race, ethnicity, nationality, religion, creed, individual political opinions, disability, sexual orientation, or gender identity/expression. VENUE must ensure space is ADA compliant.
3. PRESENTER will provide and pay for place of performance and arrange for reasonable access thereto. VENUE will ensure that the facilities are clean, well-lit and in good order.
4. PHILHARMONIC is the ticketing agent for this event and is solely responsible for establishing ticketing procedures. Any ticketing requests by PRESENTER shall be directed to PHILHARMONIC'S Patron Experience Manager.
5. PRESENTER will secure a support space at the VENUE with ample surfaces/tables for musicians to gather and leave their instrument cases during the performance, in close proximity or behind the stage, e.g. Rehearsal Room, with access during the above schedule.
6. PRESENTER will furnish and pay for such local licenses, ushers, policemen, firemen and other items or personnel as required by VENUE management or by public authorities.
7. PHILHARMONIC shall be under no liability for failure to appear or perform in the event such failure is due to an act of regulation by public authorities, labor difficulty or strike, civic tumult, interruption or delay of transportation services, a pandemic or epidemic of illness, or those conditions that do not conform to the PHILHARMONIC's Master Agreement (CBA) with musicians, force majeure or any other cause beyond control of the PHILHARMONIC.
8. In the event that a guest artist is incapable of performing within the terms and conditions of their contract with the PHILHARMONIC, PHILHARMONIC shall be under no liability to perform the portion of the concert for which that guest artist has been contracted.
9. In the event the concert must be postponed or canceled due to emergency conditions or other circumstances rendering it impossible for the performance to occur, the PHILHARMONIC Director of Artistic Operations will notify the PRESENTER at the earliest time possible and in consultation, will seek to rectify.

10. PRESENTER will prevent the unauthorized professional broadcasting, recording, or photographing of the performance(s). Authorization for such activities will require written consent from the PHILHARMONIC.
11. PHILHARMONIC shall be permitted to record and shall own audio and video recordings of rehearsal and concert. PHILHARMONIC shall engage recording and audio engineer at its own expense, as stipulated in "Responsibilities" in this agreement.
12. Performance shall not be in conjunction with or imply endorsement of any commercial product or services or of any person(s), organization(s), or sponsor(s) other than PRESENTER, unless expressly specified in this agreement.
13. Any PRESENTER merchandising (T-shirts, hats, etc.) using the PHILHARMONIC name and/or brand must be requested in writing and approved in advance by the PHILHARMONIC Executive Director, at which time a separate agreement for merchandising will be issued.
14. PRESENTER hereby agrees to indemnify, defend, and hold harmless PHILHARMONIC and its agents from and against any and all liability for compensatory damages and, to the extent permitted by applicable law, punitive damages, as well as any related claims, suits, or expenses, including reasonable attorney fees, in connection with bodily injury, loss of life, or property damage arising at any time from or in connection with the negligent act or omission of PRESENTER, its agents, employees, vendors, affiliates, subcontractors, or volunteers, or arising out of the event to the extent caused by PRESENTER. In the event said injury or loss arises from the negligence of PRESENTER or its employees, vendors, affiliates, subcontractors, or volunteers, PRESENTER shall, at its own expense, assume the defense of any such claims or actions and shall be responsible for any resulting judgments, settlements, or damages. This indemnification obligation shall survive the termination or expiration of this Agreement.
15. PRESENTER shall, not less than 14 (fourteen) days prior to any performance hereunder, provide to the PHILHARMONIC and VENUE a certificate(s) of insurance listing PHILHARMONIC as additional insureds and evidencing commercial general liability insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence, with such terms and conditions as are customary for similar events and reasonably acceptable to the PHILHARMONIC. Any waiver of insurance requirements, if granted, shall not relieve PRESENTER of its obligations hereunder. Nothing contained herein is intended to be, nor shall it be construed as, a waiver of any defense, including sovereign immunity, that PRESENTER may have as to any third party.
16. PRESENTER shall provide a VENUE representative and/or PRESENTER representative to be on the premises continuously where any rehearsal or performance is to occur beginning one hour prior to the rehearsal or performance and until the listening audience and/or performers have cleared the premises.
17. PRESENTER shall take all steps reasonably necessary to provide for the personal safety of PHILHARMONIC's personnel and the audience, including but not limited to, the following:
 - A. PRESENTER shall determine an emergency plan and communicate that plan to PHILHARMONIC at least fourteen (14) days in advance for adequate preparation.
 - B. PRESENTER shall provide personnel adequate in number and training for security and crowd control purposes.
 - C. PRESENTER shall provide reliable communication facilities and operators for use in emergency situations.
 - D. PRESENTER will refrain from using extra-musical or special-effect device(s) of an explosive nature, combustible or otherwise potentially harmful nature unless requested in writing and approved by the Executive Director of the PHILHARMONIC.
 - E. PRESENTER will abide by any local and national COVID-19 health and safety guidelines in effect at the time of the event.


- F. On the date of the performance, PRESENTER and PHILHARMONIC will review the final emergency plan.
18. If the PHILHARMONIC, in consultation with the VENUE and PRESENTER, determines to delay the start time, suspend and resume the concert at a later time on the same date due to weather or emergency conditions, or relocate the concert to an alternate venue, the PRESENTER agrees to pay all reasonable additional costs actually incurred as a result of such changes, including but not limited to musician overtime, equipment rental, staffing, venue fees, and technical support.
19. All correspondence and communication regarding this agreement shall be between the signatories hereto, Heather Lyons (LFUCG), and the PHILHARMONIC'S Director of Artistic Operations.
20. Under no circumstances will there be a performance or rehearsal if musicians are in direct sunlight, dew, rain, mist, dangerous weather, conditions which might endanger personal health or the condition of the musicians' instruments or extreme temperature conditions outside of the range of 65-95 degrees Fahrenheit.

In witness whereof, the parties hereto have executed this AGREEMENT:

AGREED: FOR: Lexington Fayette Urban County Government

BY:  6/24/2025
Linda Gorton Date
Mayor

FOR: Lexington Philharmonic

BY:  June 16, 2025
Brooke Raby, Date
Executive Director

FIRST AMENDMENT TO AGREEMENT

June **THIS AMENDMENT TO AGREEMENT**, made and entered into on this 25th day of June 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON HABITAT FOR HUMANITY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated January 12, 2023 ("Agreement"), in which SUBRECIPIENT, whose Unique Entity Identifier is XANDSH7SEF14, was allocated \$50,000 in federal HOME funds (CFDA # 14.239) pursuant to which HUD agreed to make a grant to the GOVERNMENT under Federal Award Number M-22-MC-21-0201 awarded on August 31, 2022 as provided by the 2022 Consolidated Plan for down-payment assistance for Lexington Habitat for Humanity's First-Time Homebuyer's Program for low-income families;

WHEREAS, SUBRECIPIENT has requested additional time to complete program activities;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to amend the Agreement as follows:

ARTICLE I B. Duration of the Agreement, shall be amended in its entirety to read as follows:

"The SUBRECIPIENT agrees to complete all activities under this Agreement no later than December 31, 2026."

In all other respects, except as specifically modified herein, the terms of the Agreement dated January 12, 2023, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement at Lexington, Kentucky, the day, month, and year above written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY Linda Gorton
Linda Gorton, Mayor

ATTEST:

Deputy
MacKenzie Stack
Clerk of Urban County Council

LEXINGTON HABITAT FOR HUMANITY, INC.

BY: Darryl Neher
Darryl Neher, CEO