

LEXINGTON CENTER CORPORATION
LEXINGTON OPERA HOUSE LICENSE AGREEMENT
License #7351
Date Issued: October 19, 2016

SUMMARY OF BASIC TERMS

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

LICENSEE: LFUCG Parks 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: Licensee will pay \$8,100.00 for this event.

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 December 30, 2016**

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

DEPOSIT AMOUNTS: No deposit required.

PAYMENT DUE: Upon rendition of invoice.

LICENSE PERIOD: Wednesday April 26 – Saturday, April 29, 2017

LICENSED AREA(S): LEXINGTON OPERA HOUSE

UTILIZATION SCHEDULE:

Wednesday, April 26th	Move-In, rehearsals
Thursday, April 27th	Rehearsals
Friday, April 28th	7:00pm Public Show
Saturday, April 29th	12 Noon, 3:30pm and 7:00pm Public Shows
	Move-out follows

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.

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 LFUCG - Parks and Recreation, 545 North Upper Street, Lexington, Kentucky 40508 (“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

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.

2.6 COMPLIMENTARY TICKETS. It is agreed that issuance of complimentary tickets on behalf of LICENSEE is restricted to twenty (20) per public performance. Should LICENSEE desire to issue complimentary tickets in excess of this restriction, LICENSEE agrees to pay Center \$1.00 per ticket issued in excess of limits so stated. Further, it is agreed that 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.

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 provided by CORPORATION.

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 provide sellers 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 [omitted]

6.2 INDEMNITY & INSURANCE. Licensee, to the extent allowable under law, agrees to assume, defend at all times, indemnify, protect, save and hold harmless, the Corporation against claims or demands arising or

resulting from the use by Licensee of the premises, including without limitation the claims of any employee of Licensee, the claims of any person attending the event for which the premises have been licensed, and the claims of any other person for damages for bodily injury, sickness, mental anguish or death, and claims for damages to the property of Licensee which is sustained in the use by Licensee of the licensed premises. However, nothing herein shall constitute a waiver of any defense, including sovereign immunity, that Licensee may have as to any third party. Licensee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Licensee and Corporation, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against the claims or damages mentioned hereinabove, and to deliver to Corporation a certificate of insurance reflecting the coverage with signed contract. The parties agree that Licensee may, alternatively, in its discretion, satisfy its obligation to carry insurance by self-insuring. The insurance hereby required to be maintained by the Licensee will be in full force and effective throughout this lease.

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 action.

10.4 Staffing and 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

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 - PARKS AND RECREATION

LEXINGTON CENTER CORPORATION

By: Jim Gray
Jim Gray, Mayor

By: William B. Owen *TLOA*
William B. Owen, President and CEO

Date: 17-NOV-2016

Date: 10-19-16

ADDENDUM TO CONTRACT #7351

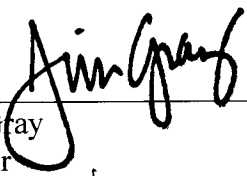
RE: KIDDIE KAPERS

This Addendum shall be considered a part of and is hereby incorporated by reference into that certain License Agreement #7351 by and between (Licensee) and Lexington Center Corporation (Corporation). In connection therewith, the following terms and provisions shall be made a part of such Agreement, and to the extent these terms conflict with any existing term contained in the Agreement, these terms shall govern. Any capitalized term used herein and not otherwise defined shall have the respective meaning ascribed thereto in the License Agreement:

The LICENSEE has a right to allow or disallow weapons, including firearms, concealed or not concealed, at its event in the facilities of Lexington Center. Because the choice of carrying firearms into an event is the LICENSEE'S option, the CORPORATION requires this Addendum to be executed as part of the License Agreement.

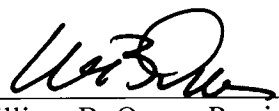
The LICENSEE desires to prohibit the carrying of weapons, which includes firearms, ammunition, and accessories, in the event space as defined in this agreement with the LICENSEE. The LICENSEE will have the responsibility to enforce this decision. An exception to this prohibition is the carrying of weapons by law enforcement officials.

Understood and agreed:



Jim Gray
Mayor

Date: 17-Nov-2016



William B. Owen, President & CEO
Lexington Center Corporation

Date: 10-19-16

