



08/02/22

Susan Straub  
Communications Director  
Office of the Mayor

Dear Susan,

Thank you for choosing Central Bank Center as the venue for the 2023 State of the City Address! We are looking forward to assisting you in all of your event planning details to make your event a memorable experience for you and your attendees. Please read over this agreement very carefully and let me know if you have any questions – we're here to help in any way!

Sincerely,

Logan Sparks

Central Bank Center – proudly managed by OVG360  
Email: [lsparks@centralbankcenter.com](mailto:lsparks@centralbankcenter.com)  
Phone: 859-233-4567

**LICENSE AGREEMENT # 14650  
CENTRAL BANK CENTER (LEXINGTON, KY)  
MEETINGS/BANQUETS**

**THIS LICENSE AGREEMENT** (the "Agreement") is made and entered into on 08/01/22, by and between OVG Facilities, L.P. ("Licensor"), as agent on behalf of Lexington Center Corporation (the "Owner"), having an office at 430 West Vine Street, Lexington, KY 40507, and Lexington Fayette Urban County Government ("Licensee") having an address at 200 East Main Street, Lexington, Kentucky 40507.

**WHEREAS**, the Owner owns the Central Bank Center, located in Lexington, KY (the "Center"), and has engaged Licensor to manage and operate the Center on the Owner's behalf; and

**WHEREAS**, Licensor is authorized to enter into contracts on behalf of the Owner for use of space within the Center, Licensee desires to license space within the Center, and Licensor agrees to license such space, under and subject to the terms and conditions set forth herein.

**INTENDING TO BE LEGALLY BOUND, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:**

**I. Specific Terms of License.**

- A. DESCRIPTION OF LICENSED SPACE AND PERIOD OF USE (referred to herein as the "Premises"):

Description of Space / # of ppl. Setup	Space	Day 1
		Tuesday
		1/24/2023
Banquet Setup, 350 people	Ballrooms 1-2	7:00a – 7:00p

- B. PURPOSE OF LICENSE: LICENSEE shall use the premises licensed herein solely for the purpose of the "2023 State of the City Address" (referred to herein as the "event").
- C. EXPECTED ATTENDANCE: 350
- D. DEPOSIT: Deposit Waived
- E. LICENSE FEE License fee has been waived per Exhibit A of the "First Supplemental Lease Agreement" dated August 1, 2020 plus reimbursement of Event expenses, per Section 5 of the General Terms and Conditions. Per Section 5, any food and beverage shall be provided at an additional cost, and is not included within the license fee.
- F. FOOD AND BEVERAGE MINIMUM: N/A (such amount is to be paid in addition to the License Fee and does not include any service fees, sales tax, or other fees set forth herein). License Fee has been reduced based upon the food and beverage minimum. If the food & beverage minimum is not met, then the difference between the food and beverage minimum and what was actually spent (before taxes and Catering Management Charge) will be charged as an additional License Fee. Cash concessions do not go towards meeting food and beverage minimums.

- G. PAYMENT TERMS: Includes license fee, applicable taxes, which are currently Kentucky State Sales Tax (6%).

License Fee has been waived per Exhibit A of the "First Supplemental Lease Agreement" dated August 1, 2020, however, event expenses will be charged per section 3b of Exhibit A.

Deposit Type	Due Date	Amount Due
First Deposit & Contract Due	08/16/22 (2 weeks from Contract Issued)	\$0
Final Payment	1/10/23 (5 business days prior to Event Move-In)	\$0 plus any additional expenses

The balance of the license fee, reimbursable expenses and food and beverage fees shall be paid prior to the Event, no later than seven business (7) days prior to event move in unless otherwise approved in writing from General Manager or VP of Convention Center. Checks should be made payable to Central Bank Center.

- H. SPECIAL CONDITIONS:

a. **License Fee:**

- Space(s) listed above include a one-time room setup and tear down of tables and chairs (excluding tables and chairs used for a trade show or display tables), and standard lectern (if available).
- Up to 4 complimentary skirted registration tables at no charge.
- Heat, ventilation and air conditioning within normal comfort ranges as may be provided by existing permanent systems during occupancy excluding move-in, set-up and move-out. Full heating and air conditioning is available during move in, set up and move out at an additional cost.
- Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas and restrooms as well as cleaning at the conclusion of the lease term will be provided. Removal of excessive waste material, peculiar to a particular activity (animal waste, sawdust, soil or large volume of exhibitor waste, etc.), is not provided and subject to additional charge.
- **Up to 500 square feet of single tier staging. Fabric drape (color as available in MANAGER's inventory) approximately eight (8) feet high for use as a stage backdrop. Additional staging requirements will be available as Ancillary Services;**
- Illumination of the Licensed Area(s) as afforded by the permanent Facility fixtures. "Work Light" system is provided during move in, set up and strike. Simultaneous use of dual systems not permitted. LED perimeter lighting in ballrooms is included in License Fee.
- Electrical service to serve stage or audiovisual presentations (a single drop up to 3-3,000 watt outlets).
- Access to the room(s) for the times listed in Section 1. A only. Any additional time needed (before or after event for setup or teardown) will be based on availability and could incur an additional charge.
- Each rental space receives one complimentary wired microphone or line level audio patch when using Licensor as your audio visual provider.

- All other equipment will be billed according to the Event Price List at time of Event.
- b. **Insurance:**
- Please note insurance requirements listed in Section II.10. Valid Certificate of Insurance to be received by Licensor no less than 30 days prior to first day of occupancy.
  - Should Licensee choose to obtain insurance through Licensor, Licensor will use best efforts to make available to Licensee for purchase from an A.M. Best Rated A VIII (or higher) insurer, a general liability policy which would satisfy Licensee's obligation in the attached General Terms and Conditions to provide general liability insurance. In the event Licensor secures such coverage for Licensee, the terms of Section II.10.A. and B. of the General Terms and Conditions shall not be applicable.
  - The cost of such policy shall be borne by Licensee at \$1.00 per person.
- c. **Food & Beverage:**
- Per Section II.6.A, Licensor shall have the exclusive right to provide food and beverage services in connection with the Event, acting through the Center's contracted food and beverage provider ("F&B Provider"). No other individual or organization is permitted to bring any food or beverage products into the Center without the express written consent of Licensor.
  - Licensee Standard table linen, napkin linen (or paper napkin for receptions), place settings and utensils are included in catered meal costs unless otherwise noted.
  - Food and beverage selections have not been decided upon at time of contract and will be an additional cost.
  - Pricing for food and beverage items (including any specially priced packages that include food and beverage) cannot be guaranteed until 6 months prior to event due to fluctuating market prices.
  - Per Section 6.C, any food and/or beverage orders placed within 21 days prior to move in may be subject to an additional 20% surcharge.
- d. **Ticketing:**
- N/A
- e. **Miscellaneous:**
- Basic public (open) wireless internet is available at no charge.
  - Any cost arising from the Licensee's use of labor or contractors may be passed on to the Licensee.
  - Licensor shall collect a cleaning fee of up to \$1,000 if the space is not returned to the same general condition as move-in, excluding standard event wear and tear.
  - As part of section II.3, Licensor may require the need to hire Licensor's security guards at the prevailing rate and the cost shall be borne by Licensee.
  - Unless otherwise specified in writing, Licensor may add event to website calendar.
  - Notwithstanding the description of the license space set forth above in I.A, the Licensor has the right to substitute such space with comparable space, as determined by the Licensor in its sole discretion, in other portions of the Center.
  - Licensor represents that this Facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions in the Act.

**THE ABOVE TERMS ARE SUBJECT IN ALL RESPECTS TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO, WHICH ARE INCORPORATED HEREIN AND MADE AN INTEGRAL PART OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement by their authorized representatives on the date set forth below.

Licensor:

Licensee:

**OVG FACILITIES, LLC,  
As Agent**

**Lexington Fayette Urban County Government**

By:

By:

Name: Brian Sipe

Name:

Title: General Manager

Title:

Date:

Date:

## II. GENERAL TERMS AND CONDITIONS

1. **Grant of License; Premises.** Subject to the terms and conditions herein set forth, Licensor hereby grants to Licensee the right and license to use the rooms/space described in Section I.A, located within the Center (the "Premises") for the limited purpose of holding the event described in Section I.B (the "Event"), and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Center besides the Premises, except for the privilege of ingress and egress through the public corridors in the Center, on a non-exclusive basis, as necessary to utilize the Premises. Unless agreed otherwise in writing by Licensor, the Event is by "invitation only" and will not be open to the public.

2. **Dates of Use.** Unless this License Agreement (the "Agreement") is earlier terminated pursuant to the provisions hereof, Licensor grants to Licensee the right to use the Premises for the Event on the date(s) and time(s) set forth in Section I.A (the "Term"). The Term may not be extended by Licensee without obtaining Licensor's prior written permission (which permission may be withheld in Licensor's sole discretion). In the event the Term is extended pursuant to the preceding sentence, Licensee shall be responsible for any additional fees and costs required by Licensor in connection therewith.

3. **Duties of Licensor.** Except as may be otherwise specified in Section I.H, Licensor shall, at the sole cost and expense of Licensee, provide (or cause to be provided), any and all personnel as may be required by Licensor (in its sole discretion) to properly staff the Center for the Event and for the proper and safe presentation of the Event, including without limitation personnel to set up and take down the event, security personnel, electricians, janitorial staff, audio visual technicians, telecommunications staff, internet technology staff, concession and catering staff and other necessary support services customarily provided by Licensor for a like event, as applicable, and additional items, equipment, personnel and services which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, all of which shall be subject to the approval of Licensor. It is understood by Licensee that services, labor and equipment will be provided only to the extent of existing available inventory and in consideration of other Center events and activities.

4. **Non-Refundable Deposit.** A non-refundable deposit in the amount set forth in Section I.D is due and payable to Licensor according to the payment schedule set forth in Section I.G. Such deposit shall be credited to the License Fee and reimbursable expenses described below. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. This deposit is non-refundable without regard to whether Licensee makes use of the Premises. If the deposit (or any portion thereof) is not paid on or before the due date(s) specified in I.G, Licensor may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other right or remedy available to Licensor at law or in equity arising out such breach by Licensee, including Licensor's right to recover damages.

5. **License Fee.** In consideration of the license granted hereunder, Licensee agrees to pay to Licensor (i) a license fee in the amount set forth in Section I.E, plus (ii) the "Food and Beverage Fee" as described in Section 6 below, plus (iii) reimbursement for any and all costs incurred by Licensor in connection with Licensee's use of the Premises, including, without limitation, costs incurred for the provision of the items, services and personnel described in Section 3 above, as such costs are described on a work order to be issued by Licensor prior to the Event. Unless otherwise set forth in Section I.G or I.H All such fees shall be paid by Licensee prior to the Event, according to the schedule set forth in Section I.G. Any additional costs relating to changes in the event requirements shall, unless otherwise agreed by Licensor, be paid by Licensee by cash, credit card, wire transfer or ACH payment on the day of the Event. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Licensor, payments shall be made by money order, wire transfer, ACH payment, credit cards or cashier's check. Processing fees may apply.

6. **Food and Beverage.**

A. Licensor shall have the exclusive right to provide food and beverage services in connection with the Event, acting through the Center's contracted food and beverage provider ("F&B Provider"). No other individual or organization is permitted to bring food or beverage products into the Center without the express written consent of Licensor.

B. Licensee shall pay the F&B Provider for all food and beverage products and services provided by the F&B Provider at the Event (the "Food and Beverage Fee"), in accordance with the F&B Provider's payment terms. Licensee acknowledges that the License Fee has been established based on Licensee's representation that the Food and Beverage Fee to be paid by Licensee hereunder shall be no less than the amount of the Food and Beverage Minimum set forth in Section I.F. In the event the actual Food and Beverage Fee is less than the Food and Beverage Minimum, Licensor shall have the right to increase the License Fee by an amount necessary to compensate the Center for the deficiency, as described in Section I.F.

C. No later than 21 days prior to the Event, Licensee and the F&B Provider shall enter into a work order specifying the specific menu items and estimate of number of people at the Event for whom such items will be provided. Such work order shall include an estimate of the Food and Beverage Fee. No later than 7 days prior to the Event, the work order shall be revised to reflect any changes in the "guaranteed" number of people attending the Event. Once such work order is entered into, Licensee shall be required to pay, at a minimum, the Food and Beverage Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number.

7. **Event Requirements.** Licensee shall provide to Licensor all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than twenty-one (21) days prior to the commencement of the Term (or, if this Agreement is executed and delivered less than 21 days from the commencement of the Term, then immediately upon execution hereof). If such instructions are not provided to Licensor by such date, or if changes are made to such instructions after they have been provided to Licensor and Licensor incurs additional costs or expenses as a result of such changes, Licensee shall be responsible for such additional costs and expenses at Licensor's prevailing rates.

8. **Advertising and Promotion.** Licensee shall not publicize, or permit to be publicized, the Event prior to execution of this Agreement by Licensor. Licensee warrants that all advertising of the Event will be accurate and truthful, and will include accurate information of event times and ticket prices (if applicable). All advertising of the Event shall be subject to the prior written approval of Licensor (which shall not be unreasonably withheld). All print and broadcast materials associated with the Event shall use the official facility name and logo, which use shall in each instance be subject to the approval of Licensor. Licensor reserves the right to display or sell, without limitation, advertising and promotions within and about the Center, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove or otherwise disturb advertising or promotions within or about the Center without the prior written consent of Licensor. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Licensor.

9. **Licenses; Permits.** Licensee shall secure prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Premises for the Event, including without limitation those required by ordinances, rules and/or regulations of governmental authorities, and all licenses required by any performing arts societies such as ASCAP or BMI for music or other copyrighted works to be utilized or displayed at the Event; provided, however, Licensee shall not be required to secure any permits for the general occupancy of the Center, or any music licenses from SESAC (each of which has previously been secured by Licensor or the Owner). Licensee shall defend, indemnify and hold harmless Licensor and the Owner from any and all claims, fees, expenses, costs or damages, including reasonable attorneys' fees and court costs, suffered or incurred by such parties in connection with any breach of this paragraph.

10. **Insurance.**

A. **CGL Coverage.** Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least One Million Dollars (\$1,000,000.00) for bodily

injury, property damage and personal injury. Licensee shall also cause the required policy to be endorsed to include OVG Facilities, Lexington Center Corporation, and Lexington Fayette County Urban Government, and their respective officials, officers, directors, agents, employees, successors and assigns (collectively, the “Indemnitees”) as additional insureds. Licensee shall cause such insurance to be deemed primary to and not contributory with any insurance coverage or self-insured program of the Indemnitees. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee’s contractual obligation to indemnify and defend the Indemnitees hereunder.

B. Workers’ Compensation Coverage. Licensee shall maintain, at its own cost and expense, workers’ compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

C. Automobile Liability Coverage. If Licensee is operating or causing the operation of vehicles on the premises of the Center, Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per accident, combined single limit for personal injury and property damage.

D. Certificates of Insurance. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term’s commencement), shall provide to Licensor evidence of the insurance required. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days’ prior written notice given to Licensor. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent “Bests” insurance guide, and licensed in the state or province where the Facility is located. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

E. Failure to Obtain Insurance. Licensor shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Center until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Licensor. Licensee’s failure to maintain the insurance required herein may, at the sole discretion of Licensor, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR OR OWNER TO LICENSEE, AND THE LICENSOR AND OWNER SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY LICENSOR AND/OR OWNER BY REASON OF LICENSEE’S DEFAULT HEREUNDER.

F. Non-Compliance. In the event that Licensee fails to procure and present the aforesaid insurance, Licensor shall have the right, but not the obligation, to do so on Licensee’s behalf and at Licensee’s expense and shall be entitled to reimbursement for the costs thereof as part of the License Fee due and payable hereunder.

#### 11. Indemnity; Limitation on Liability.

A. Indemnification. Licensee hereby agrees to indemnify, defend, and hold harmless Licensor, Owner, and Lexington Fayette County Urban Government, and their respective officials, officers, directors, agents, employees, successors and assigns (collectively, the “Indemnitees”) from and against any and all claims, damages, expenses, costs (including, without limitation, reasonable attorneys’ fees) and liabilities (collectively, “Claims”) arising or alleged to arise from (i) any breach of this Agreement by Licensee, (ii) any alleged or actual violation or infringement by Licensee or its employees, agents or contractors of any copyright or other intellectual property right of a third party in connection with the Event or activities occurring at the Event, (iii) the use of occupancy of the Center by Licensee, its employees, agents, contractors, exhibitors, invitees, guests or patrons, and (iv) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its employees, agents, contractors, exhibitors, invitees, guests or patrons, which shall include any and all COVID-19 related Claims asserted or alleged against Indemnitees arising out of the Event. Licensee shall be obligated to indemnify, defend, save and hold harmless Indemnitees for COVID-19 related Claims regardless of whether Licensor is



alleged to have been negligent, in whole or in part. Notwithstanding the foregoing, the obligations of Licensee in this paragraph shall not apply to the extent the Claims arise out of the gross negligence or intentional misconduct of Licensor or its employees or agents.

B. Condition of Premises. Licensor makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Premises. Licensee further agrees that the Premises shall be delivered by Licensor to Licensee "AS IS," "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.

C. Limitation on Liability. Licensor shall not be liable under any circumstances to Licensee or to any third party for any indirect, special, punitive or consequential damages, or loss of revenue or profits, arising in connection with this Agreement, even if Licensor has been advised of the possibility of such damages. Furthermore, Licensor shall not be responsible or liable for any injury or death to person or loss or damage to property sustained by Licensee, its employees, agents, exhibitors, contractors, or any other person claiming through Licensee resulting from any condition, accident or occurrence in or upon the Premises, unless such injury, loss or damage is due to the gross negligence or intentional misconduct of Licensor or its employees or agents.

D. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. **Compliance With Laws and Rules of the Premises; Taxes** Licensee shall comply with, and shall cause all of its employees, contractors, participants and invitees to comply with, all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all rules and regulations regarding the use of the Center ("Compliance Obligations"). These Compliance Obligations include, without limitation, compliance with all laws, regulations, ordinances and Center rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by the Licensor to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to the Licensor in accordance with Section 5. Licensee agrees to pay promptly all taxes assessed on its activities at the Center hereunder, including any sales tax on the payment of Licensee's fees hereunder (which shall be in addition to the amounts due hereunder).

### 13. **Use of the Premises.**

A. Duty of Care; Return of Premises. Licensee shall use the Premises in a safe and careful manner. Licensee agrees not to do or allow to be done any act which shall mar, deface or injure any part of the Premises, nor shall Licensee change or rearrange any equipment or other property on the Premises without Licensor's prior written approval. Upon expiration of the Term, Licensee shall deliver up to Licensor the Premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear. Upon expiration of the Term, Licensee shall immediately remove from the Center any and all property, goods, or other effects belonging to, or brought into the Center by, Licensee, its employees, agents, contractors, representatives, guests or invitees. If Licensee fails to do so, Licensor may store or cause to be stored any such property at Licensee's expense. Alternatively, Licensor may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law, and apply the proceeds of such sale(s) in a manner determined by Licensor in its sole discretion.

B. Licensor Access and Control. Licensee shall, and shall cause its employees and agents to, follow any and all rules, regulations and policies of the Center, including any instructions of Licensor's representatives regarding Licensee's use and occupancy of the Center. In licensing the use of the Premises to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Licensor shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Premises.

C. **Disorderly Conduct.** Licensor reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Premises and/or the Center any disorderly person, including Licensee's employees, agents, contractors, guests and invitees, as determined by Licensor in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensor and the Owner on account thereof.

D. **Other Events.** Licensee acknowledges that other events or activities may be scheduled within the Center during the Term in areas other than the Premises. Licensee acknowledges that the public parking areas surrounding the Center are not exclusive to or for the Event contemplated by this Agreement. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Premises that will disturb use of other areas of the Center by any other individual, entity, organization or event.

E. **Broadcasting.** Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Licensor (which may be withheld in Licensor's sole discretion, and may be conditioned on Licensee paying an additional fee for the privilege to broadcast the Event, or Licensee procuring additional insurance to cover such broadcasting activities).

14. **Termination.** Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within fifteen (15) days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate required herein by the date due hereunder, or if Licensor may suffer irreparable harm as a result of the breach by Licensee, Licensor shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Licensor terminates this Agreement due to a breach or default by Licensee, Licensor may retain as damages any fees paid by Licensee under this Agreement (including the deposit), without prejudice to any other legal rights or remedies Licensor may have.

15. **Cancellation of Event by Licensee.** In the event of a cancellation by Licensee of the Event (except as may be authorized by Section 14 above), no deposit refund shall be made. Additionally, and unless indicated otherwise in Section I.H above, Licensee shall be obligated to pay the full amount of fees contemplated to be due hereunder had the Event actually occurred, including without limitation the Food and Beverage Minimum. The parties agree that Licensor will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute liquidated damages, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Licensor may have, at law or in equity, in the event of a breach or cancellation of this Agreement by Licensee.

16. **Force Majeure.** Should Licensee be unable to take possession of the Premises or present the Event due to an Event of Force Majeure, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments less any expenses incurred by Licensor in preparing for the Event. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism or terrorist threats, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any).

17. **Non-Discrimination / Americans With Disability Act.** Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, marital status, color, religion, national origin, ancestry, age, sex, or handicap except where based on a bona-fide occupational qualification. With respect to the Event, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("ADA"). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or "sets up" the Premises or any other portion of the Center in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Premises or other portions of the Center that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.

18. **Miscellaneous.**

A. **Entire Agreement; Amendments; Governing Law.** This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral, among the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by an authorized representative of Licensor and by Licensee. This Agreement shall be governed by the laws of the State of Kentucky applicable to contracts made and to be performed in such state, without regard to conflicts of laws principles.

B. **Notices.** Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iii) delivered by duly recognized air courier service to the addresses indicated in the opening paragraph hereof. All notices sent to Licensor shall be sent to the attention of General Manager and also to OVG 360, 150 Rouse Blvd., Philadelphia, PA 19112 Attn: General Counsel.

C. **Assignment.** This Agreement shall not be assigned nor shall Licensee's right to use the Premises be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Premises.

D. **No Agency.** The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

E. **Waivers.** No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether of similar or dissimilar nature, unless expressly so stated in writing.

F. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

G. **Effectiveness of Agreement.** This Agreement will not be effective or binding upon Licensor until it has been executed and delivered by Licensor.

[END OF AGREEMENT]

