

Exhibit Agreement

Whereas, the Lexington-Fayette Urban County Government owns and operates the Lexington Senior Center for the enrichment of the lives of senior citizens in Lexington, Kentucky; and,

Whereas, Friends of the Lexington Senior Center, Inc., is a Kentucky non-profit organization formed for the purpose of supporting the mission of the Lexington Senior Center through private efforts; and,

Whereas, the parties hereto believe that the Lexington Senior Center may be improved and its patrons honored by the exhibition of artworks dedicated for such purpose;

Now, therefore, this Exhibit Agreement is made and entered into this 8th day of May, 2020, by and between: **Friends of Lexington Senior Center, Inc.** ("the Organization"), a Kentucky non-profit organization, and **Lexington Fayette Urban County Government ("LFUCG")**, an urban county government pursuant to KRS 67A, located at 200 East Main Street, Lexington, KY 40507.

1. Exhibition of Artwork. LFUCG and the Organization hereby agree that the Organization may display artwork at the Lexington Senior Center, located at 195 Life Lane, Lexington, Kentucky, 40502, subject to the approval of LFUCG, acting via the Director of the Division of Aging and Disability Services, and the Urban County Arts Board (UCARB) pursuant to Sections 2-229 and 2-233(5) of the Code of City Ordinances. The Organization shall be responsible for the installation, maintenance and removal of the artwork while it is on display at the Lexington Senior Center.

- a. Notwithstanding Section 2-229 of the Lexington-Fayette County Code of Ordinances, the Organization shall retain full ownership of the artwork while it is on display at the Lexington Senior Center, and LFUCG does hereby waive any claim it may have to title of the artwork under Sec. 2-229 of the Code for the duration of this Agreement.
- b. If LFUCG chooses to cancel the Exhibit Agreement pursuant to its terms, the Organization shall retain ownership of all artwork donated to the Organization while this agreement is or was in effect.
- c. The Organization may choose to remove any artwork on display at its discretion, with thirty (30) days advance written notice, and donate it to the City County Government, another entity of its choosing, return it to the artist, the donor or the heirs of the artist or donor or store it for future display.

2. Term and Termination. This Exhibit Agreement shall take effect upon the date written above, and shall remain effective for a term of one (1) year therefrom. The Agreement shall automatically renew each year thereafter until any party provides the other with written notice of its intent to terminate this Agreement. Such termination shall take effect thirty (30) days after delivery of notice, by which time the artwork shall be removed from the Lexington Senior Center, or shall become the property of LFUCG, to be used or disposed of in its absolute discretion.

3. Waiver, Indemnification, and Liability. LFUCG shall not be liable for any harm, theft, or destruction the artwork may suffer while at the Lexington Senior Center, regardless of whether such harm, theft, or destruction is caused, directly or indirectly, by LFUCG employees, officers, or

agents. LFUCG shall not be liable for any harm suffered by the Organization, its employees, agents, or volunteers while at the Lexington Senior Center for the sake of installing, maintaining, altering, or removing the artwork, regardless of whether such harm is caused, directly or indirectly, by LFUCG employees, officers, or agents. The Organization shall indemnify and hold harmless LFUCG, its employees, officers, and agents from all claims, liabilities, losses, damages, expenses, accidents, and occurrences (including attorneys fees) arising out of or in connection with the Organization's use of the Lexington Senior Center under this Agreement. The Organization shall be solely responsible for any and all damage it, its officers, agents, employees, volunteers, or contractors may cause the Lexington Senior Center in the course of installing, maintaining, altering, or removing the artwork, whether accidental or otherwise, and shall pay for any repairs necessary to restore the premises to their prior condition. Nothing herein shall be construed as a waiver of any defense available to LFUCG, including without limitation that of sovereign immunity. **The duties and obligations contained in this Section shall survive the termination of this Exhibit Agreement.**

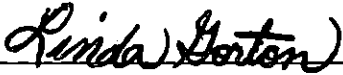
4. Assignment. This agreement is not assignable by either party.

5. Interpretation. This Agreement constitutes the entire agreement between the parties. Any changes in the foregoing Agreement must be in writing, dated and signed by both the Organization and LFUCG. If any provision hereof is declared unenforceable or inapplicable for any reason, the other provisions hereof shall remain in full force and effect as if such unenforceable or inapplicable provision had not been contained herein. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. The headings contained herein are inserted solely as a matter of convenience, and shall not be considered in interpreting the provisions of the Agreement.

6. Venue. The proper venue for any legal action arising from or in connection with this Agreement shall be Fayette County, Kentucky.

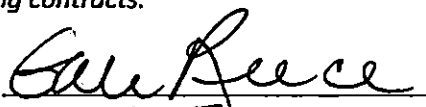
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT ("LFUCG")**

Signature: 
Printed Name
& Title: Mayor Linda Gorton
Date: 5/8/2020

**FRIENDS OF LEXINGTON SENIOR CENTER,
INC.**

The individual who signs below hereby certifies that (s)he is an authorized agent of the Organization, with full authority to enter the Organization into legally binding contracts.

Signature: 
Printed Name Gale Reece
& Title: ~~Officer~~ Board Chair/Friends
Date: Feb. 26, 2020 of Lex. Sr. Ctr