

## **1140 Harry Sykes Way Special Services Permit**

Upon request of: **FAYETTE COUNTY EXTENSION DISTRICT BOARD**

Date: **April 1, 2021**

Address: **1140 Harry Sykes Way, Lexington, Kentucky 40504**

Phone: **(859) 257-5582**

Permission is hereby granted to **FAYETTE COUNTY DISTRICT EXTENSION BOARD** (hereinafter the "Organization") for use of approximately 4.48 acres of land located adjacent to the building located at 1140 Harry Sykes Way, Lexington, Kentucky 40504. Land is owned by **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter LFUCG) and part of the larger tract known as 1135 Harry Sykes Way.

The Organization shall provide a written schedule of planned activities for the upcoming fiscal year (no later than May 15<sup>th</sup> each year) for review and internal notification by the Department of General Services. All amendments to the schedule shall be submitted in writing to the Department of General Services, 200 E Main Street, Lexington, KY 40507 at least thirty (30) days prior to the change whenever possible. In any event, all changes in scheduling shall be made as soon as possible in order to prevent LFUCG scheduling conflict(s).

This agreement shall become effective starting on July 1, 2021 and run through June 30, 2026. Should neither party object in writing, the term shall automatically renew each year thereafter for up to five (5) additional one (1) year terms, unless written notice of cancellation is provided at least 30 days in advance by either party. Full contract will expire June 30, 2031.

The Organization will use the property for Organization sponsored activities.

**The Organization activities shall be governed by the rules set forth by the LFUCG Department of General Services.**

1. Permit is specific to only those activities listed as provided by the Organization and shall take place on the date and time(s) as agreed upon.
2. Permit is granted on condition that the Organization activity does not conflict with an LFUCG function in which event the Grantee agrees to forgo the use of the property, providing advance notification is given by LFUCG.
3. Intoxicated persons and/or alcohol are not permitted on the premises.
4. No money or tickets can be exchanged or collected on premises, and permits shall not be used for any charitable venture which will be accepting donations on the premises.
5. The exchange of gifts or awarding of trophies that are a natural part of the activity will be permitted.

6. Permit is for the specific space, identified above, and does not include supplies, equipment, table coverings, mowing, marking, etc., that may be required to utilize the space.
7. The permit holder shall release, absolve, indemnify, save and hold harmless, the Lexington Fayette Urban County Government, and their agents and employees, from and against liability, claims, and demands on account of personal injuries (including, without limitation to the foregoing, workmen's compensation and death claims) or property loss or damage loss or damage of any kind whatsoever, to the permit holder or any individual(s) who is injured at the function for which the facility/property is being used, which arise out of or be in any manner connected with the performance of this contract, regardless of whether such injury, loss, or damage shall be caused by, or be claimed to be caused by, the negligence of the permit holder or of the Lexington Fayette Urban County Government, or by any of their agents or employees, or by accident or otherwise. Nothing in this Agreement shall be deemed a waiver of any defense permitted to LFUCG by law, including but not limited to sovereign immunity.
8. The permit holder shall surrender possession of all said premises and all parts thereof to the LFUCG Department of General Services in as good condition as said premises were first occupied by the permit holder.
9. Person obtaining permit (must be 21 years or older) is responsible for group's conduct and respect for facility/property. This includes responsibility for all minors engaged or otherwise present at the activity. Any violation of these rules and regulations could result in not being issued further use permits and charges for damages will be assessed.
10. A Comprehensive General Liability Policy, including Host Liquor Liability, in the amount of \$1,000,000. CSL shall be obtained to provide coverage for any and all activities conducted on the property. This policy shall be written by a company Best rated a minimum of A VIII and authorized to write business in the Commonwealth of Kentucky and proof must be provided showing LFUCG and its' agents and employees as an Additional Insured.
11. All LFUCG buildings are non-smoking facilities.

**Special requirements:** \_\_\_\_\_

\_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

**TOTAL CHARGE: \$ 1.00 annually** (Entire balance must be paid in full prior to inception of this permit)

X \_\_\_\_\_  
 LFUCG (*Linda Gorton, Mayor*)

DATE: \_\_\_\_\_

The undersigned agrees to the terms of this agreement as outlined by the LFUCG Department of General Services.

X *Fred Pen*  
 Fayette County Extension District Board (*authorized signature*)

DATE: *4-7-21*

Aerial of Special Services Permit Land for Fayette County Extension Center

