Contract # 195-2021

MANAGEMENT AGREEMENT Res# 569-2021

THIS MANAGEMENT AGREEMENT ("Agreement") is made and entered into this 19th day of October, 2021, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** ("Owner") and FRIENDS OF THE KENTUCKY THEATRE ("Manager").

RECITALS:

Owner leases the land with improvements located at 212 East Main Street, Lexington, Kentucky (hereinafter the "Kentucky Theater") and at 218 East Main Street, Lexington Kentucky (hereinafter the "State Theater"), from the Lexington-Fayette Urban County Government Public Facilities Corporation, upon which Owner has furnished and equipped two first class theaters. The Premises are commonly known and operated as the Kentucky Theater and the State Theater (collectively referred to herein as the "Theaters" or the "Premises"). The Kentucky Theater contains a theater auditorium, lobby, stage, projection booth, and restrooms which are more particularly described on the attached Exhibit "A", along with information pertaining to The State Theater which adjoins the Kentucky Theater and contains a theater auditorium, lobby, stage and projection booth.

Manager desires to assist Owner in meeting facility budget goals by initiating new processes, increasing revenue and attendance, driving continuous improvement, promoting the Theaters, and managing & operating the Theaters on the terms set out herein.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, Owner and Manager agree as follows:

1. **Management Term**. The initial term of this Management Agreement shall be for a period of one (1) year beginning at 12:01 a.m. E.S.T on November 1, 2021 (the "Commencement Date") and ending on October 31, 2022 at midnight E.S.T. Owner agrees that on or before the commencement date of this agreement that Owner shall deliver to the Manager keys to the Premises. This Management Agreement shall automatically renew for four (4) additional terms of one (1) year each unless either party gives written notice to the other party of their intent not to renew the Agreement. This notification shall be made at least one-hundred eighty (180) days prior to the termination of the then existing term.

2. **Operation of the Theater**.

A. Owner hereby engages Manager as the exclusive Manager of the Theaters during the Management Term, or extensions of the Agreement as described herein. In the performance of its duties as Manager of the Theaters, Manager shall have exclusive possession of the premises throughout each active term of this agreement and shall act solely as an independent contractor with Owner. Nothing herein shall constitute or be construed to be or create a partnership or joint venture or agency relationship between Owner and Manager. All debts and liabilities to third persons incurred by Manager in the ordinary course and scope of its operation and management of the Theaters shall be the sole responsibility

of Manager and Owner shall not be liable for any such obligations, except as set forth to the contrary in paragraph 13 below.

B. Manager agrees to operate the Theaters under the name "Kentucky Theater."

C. Manager agrees to provide and keep in good repair, at Manager's expense, all carpeting, flooring, facility interior, concession operating equipment, theater projection equipment, projection sound equipment, ticketing equipment, stage sound and lighting equipment (including bulbs and bulb replacement), and other trade equipment necessary to operate two first class theaters, which property owned by Manager shall remain the property of the Manager and may be removed from the Theater Premises by the Manager upon the Management Term's expiration or termination, with exception of all bulbs that have been installed for theater operation which shall become the property of Owner. Manager shall vacate the Premises and all Manager-owned equipment shall be removed within 10 days of expiration or termination of agreement, unless written permission has been requested by Manager and granted by Owner for an extension of removal timeline as outlined herein. Manager also may use, at Manager's own expense, any projection or concession equipment owned by Owner and located on the Premises, and Manager agrees that all of Owner's equipment shall remain on the Premises and be surrendered, in no worse than the same condition in which it was received, at any time during the Management Term, or at the Management Term's expiration or prior termination, as the case may be.

D. Manager agrees to provide preventative maintenance (PM) for all projection equipment per manufacturer's recommendation. Furthermore, Manager agrees to follow guidelines as set forth within this agreement to help develop and track process improvements that will promote the control and efficient management of ongoing operating, maintenance, and repair expenses for the facility. Manager shall be responsible for the first thousand dollars ($1000.00) of repair and maintenance costs incurred each month at the theaters and shall document and provide evidence of cost. A plan for assumption of responsibilities for driving continuous improvement (Exhibit B), and for use of a maintenance schedule (Exhibit D) shall also be implemented.

E. Manager shall work with Owner to further define (Exhibit B) a process to document, track, and manage receipts for daily offerings that are made during the term of this agreement. Data to be collected shall include, but not be limited to; type of program offered; time(s) for each offering; number of receipts per time offering; approximate number of employees on site; gross ticket receipts; gross concession receipts; other revenue as warranted.

F. Manager shall not permit third party usage of the facility, either temporary or ongoing, until such time that a Facility Usage Agreement or Sub-Lease Agreement has been entered into by the Manager and affected party. Manager shall require, where applicable, that all minimum insurance requirements have been met and that users' coverage meets or exceeds those requirements as outlined within this agreement between Owner and Manager. Facility Usage Agreements where insurance requirements cannot be met (non-legal entity for example) **shall require thirty (30) day advance written notification by Manager to Owner's Department of Law** for

approval. All sub-lease agreements whereas ongoing usage shall exist between Manager and third party shall not be entered into without the prior written consent of Owner. Associated costs and charges, if any, for third party occupancy shall be determined and all revenue generated for use shall be shared with Owner as outlined in Section 6. All inquiries for sub- lease agreements shall be directed to the Owner's Department of General Services for review and are subject to Owner's Department of Law approval.

G. Manager shall be responsible to insure that compliance is adhered to. During any time of facility occupancy, a qualified individual who is an employee of Manager and versed in risk management / safety best practices shall be on site and available to respond. It is also the responsibility of Manager to insure proper training is provided at Manager's expense and that training records are maintained for future reference.

H. Licenses secured by Manager for operation of the facility are at the sole expense and responsibility of the Manager. Whenever annual renewal of licenses require proof of continued occupancy and usage (such as Manager's liquor license renewal), the Owner's Department of General Services shall be provided a **written request** to secure the information. Requests of this type shall require Manager to provide Owner at least sixty (60) day advanced written notification.

I. Manager shall at all times, **NO EXCEPTION**, initiate all requests and make all inquiries regarding facility usage, maintenance & repair, or other concerns about this management agreement to the Department of General Services or the Division of Facilities & Fleet Management as directed.

3. Theater Employees. All employees participating in the operation of the Theaters shall be employees of the Manager. Manager shall have the right to hire, discharge and supervise the work of all of its employees of the Theaters without restriction. A copy of the proposed organizational chart must be provided as **Exhibit G** reflecting the operational structure and staffing levels for the Kentucky Theater.

4. Advertising and Promotion. Manager agrees to utilize multiple strategies of paid and un-paid marketing to aggressively promote and advertise the Theaters in a manner consistent with industry standards. This includes the use of print, social media, website, tv and radio, internet, media releases, and cross-promotional partnerships. Such efforts may include, but are not limited to:

A. Daily content marketing postings and advertising on multiple social media platforms and websites.
B. Producing and distributing monthly calendars of program offerings
C. Partnerships with community groups and organizations to promote specific program offerings
D. Media releases regarding Theatre programming and feature content

Manager shall use its best efforts to notify the general public of films and presentations that may not be suitable for minors.

Manager acknowledges that the product of all social medial marketing efforts (domain name[s]; website[s]: Facebook, Instagram, Twitter, and any other social media account[s]) is work product and not proprietary to the Manager. At the termination of this agreement, the ownership and control (including all administrative passwords) revert to the Owner.

5. **Transfer of Net Receipts to Owner**. The Net Receipts, as defined herein, received by Manager in the operation of the Theaters, and sales taxes shall be deposited daily in a bank or banks selected by Owner, but may not be commingled with other funds (except for sales taxes) of Manager and shall be withdrawn only by representatives of Manager, provided such representatives shall be bonded or otherwise insured. Manager shall supply Owner with such bonds or other insurance. Manager shall transfer each calendar month to Owner all Net Receipts of the Theaters, as directed by Owner. The transfer of Net Receipts shall be accompanied by a monthly Sales Report as more fully described in paragraph 7 below. Any discrepancies between the Sales Report and the Gross Receipts Report shall be corrected by the appropriate off-set during the following month or a reimbursement by the appropriate party.

"Net Receipts" shall be defined as "Gross Receipts" less the usual and customary fees and expenses paid for Special Events, talent, performance and artist fees and expenses. Usual and customary fees and expenses shall not include ordinary theater operating expenses.

6. **Fees and Payments to Manager**.
   a. For each calendar month of the Management Term (and proportionately for a fraction of a calendar month), Owner shall pay to Manager as compensation for Management Services the following:

Percent (_10_____%) of Gross Receipts, excluding gross receipts from Special Events, as defined herein; and

Percent (_5_____ %) of Gross Receipts from Special Events as defined herein.

"Special Events" shall mean any single or repeat performance(s) or use of either Theater for non-traditional presentations including, but not limited to, film festivals, musical performances, live theater, lectures, fund raising activities, weddings, birthday parties, or use of the facilities for whatever purpose other than operation as a movie theater. All costs associated with "Special Event" presentations shall be the sole responsibility of the Manager. Any Special Event held on the Premises shall require a rental fee payment for use of the facility, unless advance written approval for exception has been secured from Owner.

The Owner shall allow up to two (2) "Fundraising Activities" per year carried out by the Friends of the Kentucky Theatre group for the express benefit of the Theater, including infrastructure and program development. Written permission must be obtained from Owner prior to the event which details the event and what the funds will support. Within ten (10) days after event a detail financial report listing revenues and expenses is to be given to Owner. Owner will be included in the decision process of how the funds will be allocated for the Theater. The funds will be placed in a separate bank account then Managers operational bank account.

Manager shall enter into Facility Usage Agreements for any Special Event held at either Theater, prior to use of the Premises, and in no event shall a third party be permitted to use the Premises without a signed agreement with Manager.

b. Payments of the fees for any calendar month shall be paid to the Manager by the 15th day of the following calendar month, subject, however, to the timely receipt of the Gross Receipts Report defined in paragraph 7C.

7. **Gross Receipts**.

a. On or before the tenth (10th) day of the second and each succeeding calendar month during the term of this Agreement (the "Term") and of the month following the end of the Term, Manager shall deliver to Owner a Sales Report consisting of the items identified in paragraph 7C(1) below. On or before the twentieth (20th) day of the second and each succeeding calendar month during the term of this Agreement and of the month following the end of the Term, Manager shall deliver to Owner a written monthly report certified to be correct by Manager showing the Gross Receipts in the immediately preceding month.

b. Manager shall deliver to Owner on or before the thirtieth (30) day of the second quarter and each succeeding calendar quarter a profit & loss statement, (to include detail expenses and employee salaries), showing the Gross Receipts and Net Receipts categorized by theater admissions, concessions (listing concession revenue from special events separately from all other concession revenue) and special events, and Management Fee for the preceding year. These reports should be prepared in accordance with generally accepted accounting principles and certified as correct by an officer of Manager.

c. The monthly Gross Receipts Report shall include the following information:

i. Copies of all bank statements, including deposit slips and receipts; and

ii. Copies of all sales tax reports.

d. "Gross Receipts" shall be construed to include the entire amount of the sale price, whether for cash or otherwise, of all sales (including rentals) of merchandise and services and of all other receipts whatsoever, in respect of all business conducted at, in, upon or from the Premises although said orders may be filled elsewhere, including by way of illustration but not limited to, box office admission receipts and sales of any concession items, and including all sales by any subcontractor, concessionaire, licensee, vending machine, coin-operated machine or otherwise, by any person or entity, on the Premises. Gross Receipts shall not include, however, sums collected and paid out for any sales tax or service tax or similar tax, imposition or assessment levied, imposed or assessed by any

governmental authority which Manager is required to collect and remit, and does remit, to such authority (required taxes shall be deducted from the price paid); nor sales of fixtures or other capital items sold by Manager after use thereof in the conduct of Manager's business in the Premises. Each sale upon an installment or credit basis shall be included and treated as a sale for the full price in the month in which payment for such sale is received regardless of when such sale is made.

e. Full, true and accurate records from which Gross Receipts in any year of this Agreement can be readily and correctly determined shall be kept by Manager in accordance with all the requirements of this paragraph 7 and otherwise in accordance with general industry practices until at least the third anniversary of the end of this Agreement. Owner or anyone designated by Owner shall have access to such records at any and all times upon twenty-four (24) hours advance notice during business hours for the purpose of examining and reviewing all the accounting records and procedures adopted by Manager for the purpose of recording and control of all transactions affecting the determination of Gross Receipts. Manager covenants to comply with all reasonable directions issued to it by Owner from time to time respecting the accounting records and procedures to be adopted for the proper and accurate recording and control of all transactions affecting the determination of Gross Receipts. Owner shall not disclose any confidential information so obtained except to the extent that disclosure is reasonable in the conduct of Owner's business and/or the collection of amounts due to Owner, or to the extent disclosure is required by law.

f. (1) As the bona fide report of Gross Receipts are essential to Owner, in addition to its rights specified in paragraph 7D, Owner shall be entitled, at any time and from time to time to have all or any of the accounting records and procedures of Manager affecting the determination of Gross Receipts specially audited or examined by an independent certified public accountant designated by Owner and who may be required by Owner to report to Owner his opinion as to any matters arising under paragraphs 7C and 7E, including the adequacy of Manager's accounting records and procedures, whether Manager has complied with paragraphs 7C and 7E, whether Manager has accurately reported Gross Receipts and the amount of Gross Receipts.

(2) Such independent certified public accountant shall report to Owner whether in his opinion as of the date of his audit or examination:

(a) Manager's accounting records and procedures comply with paragraph 7E; and

(b) Manager's accounting records and procedures were sufficient to permit an accurate determination of Gross Receipts, Net Receipts, and expenses for any period and such report shall contain his determination of Gross Receipts, Net Receipts and expenses for such period and the amount of any overpayment or underpayment of Net Receipts to Owner.

(3) Owner shall provide Manager with a copy of the accountant's report and if the accountant's report opined that any of the Manager's records or procedures were deficient, then:

(a) Manager shall forthwith and for the remainder of the Term take

such steps as may be recommended, necessary or advisable to remedy the default; or

(b) Owner shall forthwith repay to the Manager any amount therein set out as an overpayment of Net Receipts or Manager shall forthwith pay to Owner any amount therein set out as an underpayment of Net Receipts to Owner, as the case may be.

(4) All costs of any special audit or examination or report under paragraph 7F(1) shall be payable by Manager to Owner on demand if such accountant shall report that in his opinion Manager's accounting records and procedures were inadequate or Manager was not complying with paragraphs 7C, 7D or 7E, or if Net Receipts for any period as determined by such accountant is more than three percent (3%) greater than as reported by Manager.

(5) The acceptance by Owner of any monthly Gross Receipts Report delivered by Manager or any payment of Net Receipts based thereon or on any accountant's determination or Owner's estimate, shall not be deemed to relieve Manager from its obligations to comply with the provisions of this Agreement or from the consequences of any default thereunder, nor be a waiver by Owner of any of the obligations of Manager or any of the rights of Owner under this Agreement. Without limiting the generality of the foregoing, Owner shall be entitled to all its remedies under this Agreement, including specific performance, and in any event shall have the remedy of termination and forfeiture if there shall be any substantial or continuing breach of such obligations by Manager, or if there shall have been any refusal or omission by Manager to report or to maintain or produce records affecting the determination of Net Receipts, or to maintain accounting procedures recommended by an independent certified public accountant appointed by Owner.

g. Owner shall require Manager to furnish monthly reports executed by Manager's concessionaires, licensees, or subcontractors with regard to their sales on the Premises.

8. Use of Premises. Manager shall use and occupy the Premises solely for: the purpose of the operation of two first class theaters and the presentation of motion pictures and other public (including live) presentations and entertainment, which presentations and entertainment may include but are not limited to style shows, telecasts, multimedia operations, meetings and other auditorium uses; the incidental retail sale of food, beverages and refreshments for consumption on the Premises; the incidental sale of records, books, videotapes, video cassettes, magazines, toys and novelties sold in connection with any particular presentation; the incidental operation of video games or similar electronic games; and for no other purpose without the prior written consent of Owner. Motion picture shows shall follow a repertoire format, consisting of a mixture of first run critically acclaimed films, second runs of box office hits, classic films and art films. Manager agrees to comply, and to cause its employees, agents, customers, visitors, and invitees to comply with all applicable laws, statutes, ordinances, rules, orders and regulations of the federal, state and county governments, and agencies thereof, having jurisdiction with respect to the Premises, and of all other similar legally constituted authorities. Manager shall not do or suffer anything to be done on the Premises which shall result in an increase in the property and casualty insurance premiums paid by Owner in

respect of the Premises. Manager may also use the Premises for any other purpose that the Owner shall in its absolute discretion approve.

9. Utilities.

a. Manager shall pay all telephone or other telecommunication charges of whatever kind.

b. Manager shall pay all charges (the "Utility Charges") for heat, water, gas, electricity, sewer, landfill, and water quality management fees that are billed for, used or consumed on the Premises.

c. Manager shall provide Owner an annual report (for the FY beginning July 1st and ending June 30th) that details all consumption for each utility (amount used, invoice amount, month used).

10. Eminent Domain. If a part or whole of the Premises shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain or sold under threat thereof, this Agreement shall terminate effective upon the date of the taking or sale, respectively, and all obligations of Owner and Manager otherwise accruing after the date of such termination shall be discharged. All proceeds of any condemnation award or sale made under threat of condemnation shall be the property of Owner.

Notwithstanding the foregoing, the Manager may assert any claims it has against the condemning authority for any taking of the Manager's personal property that is not a fixture and that is removable from the Premises without damage to the Premises.

11. Assignment. Neither this Agreement nor any interest of Manager therein shall be assigned, mortgaged, pledged, encumbered, or in any manner (by operation of law or otherwise) transferred, in whole or in part, by the Manager.

12. Damage and Destruction. In the event of the destruction of or damage to the Premises, partial or otherwise, Owner shall have the option to terminate this Agreement or restore the Premises if the restoration or repairs cannot be completed within sixty (60) days from the date of destruction or if such restoration will cost in excess of $80,000.00. Owner shall give Manager written notice of its intent within twenty (20) days from the date of destruction of the Premises.

13. Repairs and Maintenance.

a. Manager shall at all times maintain the Premises in a neat and clean condition and shall not suffer or permit to exist any nuisance upon the Premises. Manager shall schedule and carry out all scheduled maintenance (PM) work such as carpet cleaning, floor buffing/waxing, cleaning of theater seating, etc. as outlined in **Exhibit "D"**. Responsible parties for repair and maintenance activities are defined in **Exhibit "F"**.

b. Owner shall be responsible for the repair and maintenance of the roof, gutters, downspouts, exterior walls, the building front, except the Owner shall not be responsible for repairs to the marquee resulting from damage caused by the Manager, in which case the Manager shall be responsible

for such damage. Owner shall also be responsible for sidewalks, unless the damage was caused by the Manager, in which case the Manager shall be responsible for such damage.

c. Owner shall maintain and repair the heating, ventilating and air-conditioning systems, and the interior of the premises, and shall be responsible for all other maintenance and repairs to the Premises of whatever kind, except that Manager shall reimburse Owner for minor or major repair expenses, including materials and labor, equipment, and rentals to make such repairs incurred each calendar month if damage to be repaired was caused by the Manager, in which case the Manager shall be responsible for all such expenses. Manager shall notify Owner in writing of requests for repairs and Owner shall perform necessary repairs in a timely manner. Repairs or maintenance services that are initiated in one calendar month but are not completed until the next or subsequent calendar months shall be deemed to have been performed during the calendar month in which they are completed.

d. Manager shall be responsible, at Manager's expense, for periodic cleaning of carpets and hard services (tile, stone, other). The costs of keeping carpeted and hard surface areas clean shall be considered daily maintenance requirements to be completed by Manager. Manager shall "steam clean" carpet using an outside contractor at least one (1) time per year. Manager shall shampoo all carpeted areas no less than one (1) time per quarter using an outside contractor. Daily spot treatment of carpet for spills shall be performed by Manager as conditions warrant. All carpet shall be vacuumed at least three times per week with spot vacuum performed daily. Manager shall keep all hard surface areas cleaned and all floors shall be damp mopped daily. Hard floors shall be mopped, waxed, and buffed monthly and work shall be performed by an outside contractor. Hard surface areas shall be stripped, sealed, refinished, machine polished by an outside contractor at least one (1) time per year.

e. Manager shall notify Owner's Division of Facilities & Fleet Management when maintenance and repair services are needed. Upon receipt of such notice, as permitted by time and availability of personnel, the Division of Facilities & Fleet Management will perform the services. Manager shall, during the term of this agreement or extensions thereof, direct all users of the facilities (whether permanent or temporary) to initiate <u>all</u> facility repair requests via the Manager. Any such requests forwarded directly to the Owner's Division of Facilities & Fleet Management by a third party shall not be honored. It is the sole responsibility of the Manager to ensure that all third party users are informed of and adhere to this requirement.

f. Manager shall not permit third party usage of the facility, either temporary or ongoing, until such time that a Facility Usage Agreement or Sub-Lease Agreement has been entered into by the Manager and affected party. Manger shall require that all minimum insurance requirements have been met and that users' coverage either meets or exceeds those requirements as outlined within this agreement between Owner and Manager, unless written permission has been granted by Owner that dictates otherwise.

14. Liens. Manager shall not do or suffer anything to be done whereby Owner's interest in the Premises or any part or the whole of the Premises may be encumbered by any mechanic's, materialmen's or other lien and no such attempted or filed lien shall be valid. Manager shall, whenever and as often as any mechanic's or materialmen's lien is filed against Owner's interest or property which purports to attach thereto and to be for labor performed or material furnished to Manager, give Owner immediate written notice thereof and discharge the same of record within ten (10) days after the date of filing, or contest the same in good faith and indemnify and hold harmless Owner against any loss, cost, damage or expense (including reasonable attorney fees) resulting therefrom and if Manager does not remove the lien within fifteen (15) days, Manager will substitute a Bond for the property upon which the lien is asserted. Notice is hereby given that Owner shall not be liable for any labor or materials furnished to Manager and that no mechanic's, materialmen's or other lien for any such labor or materials shall attach to or affect the estate or interest of the Owner in and to the Premises. Notwithstanding the provisions above, the Owner shall have the right, but not the obligation, to pay and remove any such lien and Manager shall reimburse the Owner for the cost of all expenses incurred in connection therewith.

15. Inspection. Owner and the agents of Owner shall have the right to enter upon and inspect the Premises:

a. at all times during business hours of Manager on the Premises,
b. at any other time upon prior notice to Manager, and
c. at any time in the event of an emergency, for the purpose of examining the same for compliance with the terms of this Agreement, or to make repairs to the structure of the Premises or for any other valid purpose.

Owner shall initiate a facility inspection program (frequency TBD by Owner, however not to exceed quarterly inspections) whereas all deficiencies are documented and tracked (see Exhibit C). Manager (or designee) shall accompany Owner's representative during the inspection and Manager shall be responsible for the **immediate correction of any life-safety issues** that are discovered. All other deficiencies shall be promptly corrected, but in no instance shall the condition be allowed to linger in excess of fifteen (15) calendar days (dependent upon the severity of the finding or as otherwise directed by Owner). Manager shall be responsible for creating corrective action reports that document actions taken to alleviate the finding. This report shall be forwarded to Owner's Division of Facilities & Fleet Management within five (5) calendar days after corrections have been made. Manager, as directed by Owner, shall use ongoing data that is collected to help drive continuous improvement and identify / address recurring deficiencies.

16. Alterations.

A. Manager agrees that it will make no alterations to the Premises which are structural, substantial or permanent in nature, nor post or attach or affix to the exterior or interior of the Premises air conditioners or other objects, nor remove any Theater seats without the written consent of the Mayor of the Lexington-Fayette Urban County Government or their designated representative(s) having been first obtained on each occasion thereof, said consent not to be unreasonably withheld. Manager shall have the right to install its trade fixtures and equipment in, upon and about the Premises in the place of Owner's equipment; provided, however, that Manager shall pay any and all taxes on same

and shall remove the same on or before the expiration of this Agreement, and if so requested by Owner, promptly after any termination of this Agreement; and provided, further, that Manager shall promptly thereafter repair all damage caused to the Premises by reason of such installation or removal and return the Owner's equipment to its original position. In the event either party elects not to renew this Agreement for an additional term or terms, Owner may purchase Manager's trade fixtures and equipment at their then fair market value.

B. Owner may from time to time make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises provided that in doing so Owner shall not disturb or interfere with Manager's use of the Premises and operation of its business any more than is reasonably necessary in the circumstances and shall repair any damage to the Premises caused thereby.

17. Owner's Remedies Upon Default.

A. (i) If Manager shall at any time be in default in the payment of any sums due under this Agreement and Manager shall fail to remedy such default within five (5) days after receipt of written notice thereof from Owner, or (ii) if Manager shall be in default in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of this Agreement, and Manager shall fail to remedy such default within ten (10) days after receipt of notice thereof from Owner if the default relates to matters other than the payment of Net Receipts and such other sums except that, if such default cannot, with due diligence on the part of Manager, be cured within such ten (10) day period, same shall not be an event of default if within the ten (10) day period Manager uses its best efforts to proceed to cure same and thereafter continuously and diligently prosecutes such cure, or (iii) if Manager commits waste upon the Premises, or (iv) if Manager vacates or abandons the Premises and fails to remedy such default within five (5) days after written notice thereof from Owner, or (v) if Manager or any Guarantor shall be adjudged bankrupt or shall make an assignment for the benefit of creditors, or if a receiver of any property of Manager in or upon the Premises be appointed in any action, suit or proceeding by or against Manager and not removed within thirty (30) days after appointment, or (vi) if in any three consecutive calendar months during the term of this Agreement the aggregate Gross Receipts of the Theaters, as defined above, shall be less than $90,000.00, then Owner, in addition to all other remedies given to Owner by law or in equity, may by written notice to Manager immediately terminate this Agreement, or without terminating this Agreement, may immediately re-enter and possess the Premises by summary proceedings or otherwise, and in any event may dispossess the Manager. In the event of such re-entry, Owner may enter into management agreements with others without being obligated so to do, and in such event may apply the Net Receipts therefrom first to the payment of Owner's expenses (including reasonable attorney fees) incurred by reason of Manager's default, and the expense of entering into another management agreement, including but not limited to the repairs, renovation or alteration of the Premises, and then to the payment of all sums due from Manager hereunder, Manager remaining liable for any deficiency. Manager hereby grants to Owner a lien upon and a security interest in all Gross Receipts and all property of Manager now or hereafter located upon the Premises for the payment of Net Receipts and all other sums due under this Agreement and the performance of all of Manager's other obligations under this Agreement, said lien and security interest to be in addition to any lien in the property of Manager vested in Owner by statute, and

Manager agrees that upon any default by Manager hereunder (after any period for cure), Owner may preclude access to and from the Premises until the rights of Owner in any property of Manager located therein and thereon are adjudicated. Financing statements shall be executed and recorded with respect to said security interest.

B. All remedies available to Owner under this Agreement, at law or in equity, are cumulative and concurrent. No termination of this Agreement nor any taking or recovering of possession of the Premises shall deprive Owner of any of its remedies or actions against Manager for past or future Gross Receipts or other sums due hereunder, nor shall the bringing of any action for Gross Receipts or other default be construed as a waiver of the right to obtain possession of the Premises.

18. Manager's Remedies. Manager represents and warrants to Owner that it has made an adequate inspection of the Premises and agrees to accept the Premises "AS IS, WHERE IS" with no representations having been made by Owner whatsoever as to the condition of the Premises, except as expressly stated otherwise herein.

19. Other Instruments. Manager agrees to execute and deliver to Owner, within five (5) days after written request by Owner made therefore, (i) a subordination in recordable form of this Agreement to the mortgage of any governmental or institutional Lender to Owner or agent of the Owner, (ii) to provide any such Lender or Owner from time to time with written notice confirming the terms of this Agreement and whether or not any default by Manager or Owner exists hereunder, and (iii) such other instruments in recordable form setting forth such terms of this Agreement as are necessary to provide any potential purchaser of all or any portion of the Premises or any Lender to Owner with notice of this Agreement and the status hereof.

20. Subordination, Attornment and Mortgagee Protection. Manager agrees that this Agreement shall be subject and subordinate to any and all Mortgages now or hereafter in existence against the Premises. If any Lender initiates foreclosure proceedings, Manager agrees, upon written request of any such Lender or any purchaser at foreclosure sale, as the case may be, to attorn and pay Gross Receipts to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. Nothing contained in the foregoing shall affect any prior rights of any Lender with respect to the proceeds of any condemnation or eminent domain proceeding (or deed or other instrument in lieu thereof) or of any fire or casualty insurance policies affecting the Premises, or impose upon any Lender any liability for (i) the erection or completion or any alterations or improvements to the Premises, (ii) in the event of damage or destruction to the building or to the Premises by fire or other casualty, for any repairs or restorations, (iii) any default by Owner under the Agreement (occurring prior to any date upon which such Lender shall have become Manager's Owner), or any credits, offsets or claims against Owner or against the Gross Receipts as a result of any acts or omissions of Owner (committed or omitted prior to such date).

"Mortgage" shall mean all mortgages, deeds of trust, and other such encumbrances now, heretofore or hereafter placed upon this Agreement, or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and

all interest thereon.

"Lender" shall mean the holder of any Mortgage at the time in question, whether or not such holder was a Lender to Owner or otherwise acquired the Mortgage.

21. Surrender. Manager shall, concurrently with the expiration of this Agreement or the termination thereof for any reason, peaceably surrender the Premises to Owner in good order, condition and repair. Manager further agrees to assist in preparation for the surrender of Premises by providing successor ample opportunity for the transition. Where appropriate, Manager shall be afforded the opportunity for continued operation of the facility while working with Owner and successor to provide a seamless surrender of the Premises. This shall include providing ingress and egress to the premises during the transition period (not to exceed five (5) days prior to termination of the agreement) and shall permit certain equipment to be prepared for continued operation of the facility with little or no effect to the public. Manager shall remove all owned equipment within 10 days of agreement expiration or termination, unless written approval is secured from Owner for an extension timeframe.

22. Hours of Business. Manager will conduct its business in the Premises on days and during hours generally observed in the theater business in Fayette County, Kentucky, and at such other times as are from time to time determined by Manager acting in good faith for the best interests of the business, except that on weekdays Manager shall not be obligated to open for business prior to 5:30 p.m.

23. Continuous Occupancy. Manager acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to Owner in the maintenance of Gross Receipts. Manager therefore covenants and agrees that throughout the term of this Agreement it will occupy the entire Premises and operate two first class theaters, as set out herein, and comply strictly with the provisions hereof. Manager acknowledges that Owner is executing this Agreement in reliance thereupon and that the same is a material element inducing Owner to execute this Agreement.

24. Indemnity.

A. Manager agrees to indemnify, hold harmless and defend the Owner from any and all losses or claims, of whatever kind, that arise from or are alleged to have arisen, in whole or in part, from the Manager's execution, performance or breach of this Agreement.

B. Owner agrees to indemnify, hold harmless and defend the Manager from any and all losses or claims, of whatever kind, that arise from or are alleged to have arisen, in whole or in part, from the Owner's execution, performance or breach of this Agreement.

C. The word "losses" in this paragraph 25 includes, but is not limited to, all losses, of whatever kind, resulting from hazardous substances, within the meaning of any federal, state or local law, rule, regulation or ordinance, including, but not limited to, The Comprehensive Environmental Response Compensation Act ("CERCLA") and Resource Conservation and Recovery Act ("RCRA").

25. Insurance.

Manager shall procure and maintain at its expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Manager, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Form Number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" from CG-0001) (Ed. 01/96).

(2) Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto".

(3) Workers' Compensation Insurance as required by the Kentucky Revised Statutes.

(4) Commercial crime.

B. Minimum Limits of Insurance. Manager shall maintain limits no less than:

(1) General Liability: $2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000.00 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Kentucky Revised Statutes.

(4) Commercial Crime: $20,000.00.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages.

(a) Owner, its agents, employees and officials are to be covered as an insured respects: liability arising out of activities performed by or on behalf of the Manager; Builder's Risk; products and completed operations of the Manager; premises owned, occupied or used by the Manager; or automobiles owned, leased, hired or borrowed by the Manager.

(b) The Manager's insurance coverage shall be primary insurance as respects Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Manager's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner.

(d) Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against Owner for losses arising from work performed by the Manager for Owner.

(3) All Coverages. Each insurance policy required by paragraph 26 shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to Owner, Division of Risk Management.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A VIII.

E. All insurance policies shall conform to policies and requirements of and be filed with Owner's Division of Risk Management. Any questions regarding these insurance requirements should be directed to the Division of Risk Management.

26. <u>Force Majeure</u>.

a. Definition: "Force majeure" shall mean any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part use of the Premises as a theater or which renders such use of the Premises so difficult or costly as to be commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of force majeure: acts of state or governmental action, orders, legislation, regulations, restrictions, priorities, or rationing, riots, disturbance, war (declared or undeclared), strikes, lockouts, slow-downs, prolonged shortage of energy supplies, interruption of transportation, embargo, inability to procure or shortage of motion picture products, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.

b. Notice: Upon giving three (3) days written notice to the other party, a party affected by an event of force majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of force majeure. Such notice shall include a description of the nature of the event of force majeure, and its cause and possible consequences. The party claiming force majeure shall promptly notify the other party of the termination of such event.

c. Confirmation: The party invoking force majeure shall provide to the other party confirmation of the existence of the circumstances constituting force majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute force majeure.

d. Suspension of Performance: During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of force majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

e. Termination: Should the period of force majeure continue for more than three (3) consecutive months, either party may terminate this Agreement without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

27. <u>Owner's Use of Premises</u>.

a. Manager agrees that Owner shall have exclusive use of either the Kentucky Theater, the State Theater, or both Theaters for any purpose at the following times:

i. Upon thirty (30) days written notice, on any twelve (12) days per calendar year during the Management Term (and proportionately for a fraction of a calendar year) except any Friday, Saturday or Sunday, and except on New Year's Eve and Day, Christmas Eve and Day, Thanksgiving Day, the Fourth of July, Labor Day, and Memorial Day, between the hours of 5:00 p.m. and 12:00 a.m.

ii. Manager will work with the Owner to explore various options to extend the Owner's use of the premises for a limited number of events on Fridays, Saturdays or Sundays between the hours of 6:00 a.m. and 12:00 a.m. if desired. That the two parties will come to a mutual agreement on the terms, regular operations and mission of the Facility and the Management's use. Number of prime days (i.e. Friday, Saturday, Sunday) Manager is willing to make available for Owner's use in addition to required terms as stated in paragraph 27A: _____.

iii. Upon ten (10) days written notice, on any weekday (Monday through Friday) during each calendar year (and proportionately for a fraction of a calendar year) during the Management Term, between the hours of 6:00 a.m. and 5:00 p.m., when the Manager does not have scheduled plans to use the Premises.

b. At the times referred to in paragraphs 27A (1) and (2) above, the Manager agrees to make the Premises and two (2) of Manager's employees available to the Owner as necessary at no cost to the Owner. The Manager's employees shall work under the direction of the Owner and fully cooperate with the Owner;

c. The Owner shall pay the Manager no fee for use of the Premises at any of the times set forth in paragraph 27A above.

d. All Gross Receipts, as defined in this Agreement, generated before, after, during, or attributable to the Owner's use of the Premises at any time set forth in paragraph 27A (1), (2) or (3) shall be payable to the Owner, and the Manager shall be entitled to no part of said Gross Receipts generated by the Owner's use, and said Gross Receipts generated from the Owner's use shall be deducted from all other Gross Receipts for purposes of payment of a percentage of Gross Receipts pursuant to paragraph 6A above. Manager shall be entitled to reimbursement for any of its inventory or supplies used or sold by Owner to generate such Gross Receipts.

At all times referred to in this paragraph 27 when the Owner is using the Premises, the Owner shall include the Manager as an insured under the general liability coverages of the Owner's self-insurance policy, Policy No. S.I. 1174-914-88, which coverage shall be excess of the general liability coverages the Manager is required to provide in paragraph 25B(1) above or in excess of any other good, valid and collectible insurance that the Manager has in force. Owner's insurance, as set forth in this paragraph, shall not contribute with Manager's insurance.

28. Default. If Owner has defaulted on any of its obligations hereunder, such default shall be cured within ten (10) days of Owner's receipt of written notice of such default, except that if such default cannot, with due diligence on the part of Owner, be cured within such ten (10) day period, same shall not be an event of default if, within the ten (10) day period, Owner uses its best efforts to proceed to cure same, and thereafter continuously and diligently prosecutes such cure.

29. Waiver. The failure on the part of Owner to insist in any instance upon a strict observance by the Manager of any provision of this Agreement shall not be construed as a waiver of that or any other provision of this Agreement, nor shall it diminish the right of Owner to demand of Manager and/or Guarantors' compliance therewith on any other occasion.

30. Notice. All notices from Owner to Manager hereunder shall be sufficient if delivered in writing or sent by registered or certified United States mail to the following address:

Friends of the Kentucky Theatre
Attn: Lisa Meek
1103 Richmond Road #101
Lexington, KY40502

All notices from Manager to Owner hereunder shall be sufficient if actually delivered in writing or sent by registered or certified United States mail to the following address:

LFUCG, Department of General Services
200 Eat Main Street, 4th Floor
Lexington, KY 40507
Attention: Sandra Lopez

Or Via Email at:
slopez@lexingtonky.gov

A notice mailed in accordance with the provisions of this paragraph shall be deemed to have been given when mailed. Either party may change its address for the purpose of this paragraph by giving notice in writing to the other party of such change in accordance with this paragraph.

31. Successors and Assigns. The covenants, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and to inure to the benefit of their respective heirs, executors, administrators, successors and permitted assigns.

32. Pronouns. As used herein, when the sense requires, pronouns in any gender shall include any other gender, pronouns in the singular shall include the plural, and pronouns in the plural shall include the singular.

33. Fiscal Year. As used herein, the term "fiscal year" shall be July 1 of any year through June 30 of the following year.

34. Captions. The captions to the paragraph of this Agreement are inserted for convenience only and shall be ignored in interpreting its provisions.

35. Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the Commonwealth of Kentucky in all respects, including all matters of construction, validity and performance.

36. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entitles or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such remaining terms, covenants or conditions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

37. Entirety of the Agreement. This instrument contains the final, complete and exclusive agreement between the parties, and no statements, promises or inducements made by any party hereto, or by an agent of any party hereto, which is not contained in this Agreement shall be valid or binding; and no modification, variation or amendment of this Agreement shall be of any force unless such modification, variation or amendment is in writing and has been signed by all the then parties to this Agreement.

38. Exhibits. The exhibits to this Agreement are an integral part hereof and by this reference as incorporated herein as though fully set forth herein.

39. Regulations. The Owner and the Manager agree that this Agreement is and any subsequent agreement entered into by the parties shall be subject to the terms of Revenue Proceeding 82-14, as modified by the Tax Reform Act of 1986, or any other superseding guidance concerning management contracts issued by the Internal Revenue Service.

40. Hazardous Materials. Manager will not discharge, release, dispose of or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation. Any Hazardous Materials generated by the Manager will be removed

IN WITNESS WHEREOF, witness the signatures of the parties hereto effective as of the 19th day of October, 2021.

OWNER: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST: MacKenzie Stock
COUNCIL CLERK

MANAGER: FRIENDS OF THE KENTUCKY THEATRE

BY: [signature]

TITLE: co-chair

BY: [signature]

TITLE: Co-chair

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Linda Gorton as Mayor for and on behalf of LFUCG, on this the 19th day of October, 2021.

My commission expires: 11/7/2023

MacKenzie Sommers
NOTARY PUBLIC, STATE AT LARGE, KY

ID# 635048

EXHIBIT A – Facility Floor Plan

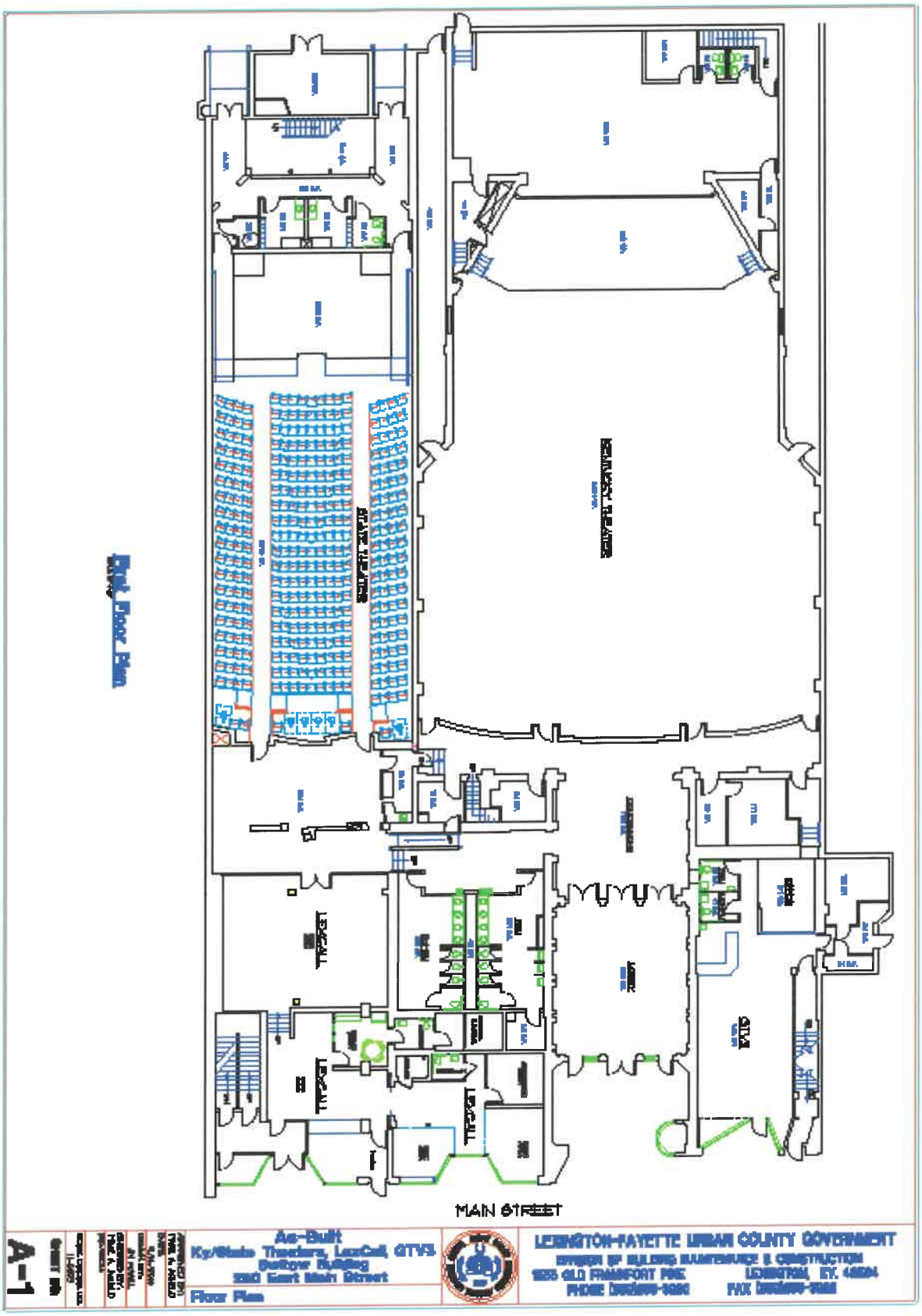

EXHIBIT B – Monthly Revenue Report

A monthly report must be completed and submitted to LFUCGH, Department of General Services, providing detailed revenue information via an Excel data sheet. The Excel file will be available to the successful bidder.

Month:		Ticket Sales						Non Ticket Revenue					
		KY Theater			State Theater			Concession		Other			
Date	Day	Box Office	Box Office Tax	No. of Tickets Sold	Box Office	Box Office Tax	No. of Tickets Sold	CONC	Conc. Tax	PASS	Refunds	*Alcohol	Total Non Ticket Revenue (Exclude Tax)
1													$0.00
2													$0.00
3													$0.00
4													$0.00
5													$0.00
6													$0.00
7													$0.00
8													$0.00
9													$0.00
10													$0.00
11													$0.00
12													$0.00
13													$0.00
14													$0.00
15													$0.00
16													$0.00
17													$0.00
18													$0.00
19													$0.00
20													$0.00
21													$0.00
22													$0.00
23													$0.00
24													$0.00
25													$0.00
26													$0.00
27													$0.00
28													$0.00
29													$0.00
30													$0.00
31													$0.00
Total		$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXHIBIT C

FACILITY INSPECTION REPORT

FACILITY QUARTERLY INSPECTION REPORT

INSTRUCTIONS: Form is used to record results of facility inspections. The condition of area(s) inspected will be rated SATISFACTORY or UNSATISFACTORY. Deficiency shall be noted and Manager (or designee) shall be provided copies of the inspection. Data collected shall be used for process improvement and to help drive continuous improvement.

RATING SYSTEM: All inspections shall have deficiencies identified & addressed as directed by Owner. Manager shall create a Corrective Action Plan and track recurring deficiencies. Manager and Owner shall review plan and monitor continuous improvement efforts, whereas repeat deficiencies shall receive priority status. Dependent upon type deficiency noted, two or more constitute inspection failure. Any life-safety issue constitutes inspection failure.

Facility Name: Kentucky & State Theaters	**Inspection Time:**	**Date:**
Address: 212 - 214 East Main Street	**Inspected By:**	

Area	Sat.	Unsat.	Comment
Public Areas			
Exterior, Doors, Windows, Ticket Booth,..			
Floors (vacuumed, swept, mopped, buffed)			
Water Fountains, sinks, countertops			
Trash Cans (spills/dirt, ..)			
Theater seats Condition (Clean, damage,..)			
Theater Lighting (Aisle, general, specialty)			
Walls & Doors (clean and in good condition)			
Other (Specify)			
OFFICES/STORAGE ROOMS:			
Floors (vacuumed, swept, mopped, buffed,..)			
Walls & Doors (clean and in good condition)			
Trash Cans (spills/dirt, ..)			
Other (Specify)			
RESTROOMS:			
Toilets, urinals, including base			
Sinks, partitions, mirrors, wall fixtures			
Soap dispensers (clean/replenished)			
Floors (vacuumed, swept, mopped, buffed)			
Trash Cans (spills/dirt, ..)			
CONCESSION AREAS			
Trash Cans: Clean free of spills/dirt			
Concession equipment clean and operating correctly g Other (Specify)			
Floors (vacuumed, swept, mopped, buffed,..)			
Concession equipment clean and operating correctly			
Drink Fountains (clean, maintained)			
Refrigerated Units (Clean and Operational)			
Countertop (Clean, free of debries..)			
Other (Specify)			

LFUCG Standards must be maintained at all times. All custodial deficiencies are required to be corrected within 8 hrs from the time of inspection. All life-safety deficiencies are to be corrected immediately. All other deficiencies are to be corrected as directed by OWNER, not to exceed 10 days.

Work locations listed on this report are not representative of complete scope of work. Work performed should comply with bid specifications. Deficiencies in work locations not specifically listed on this report but included in bid specifications will be classified under "Other" category

Corrective Action Plan and track recurring deficiencies. Manager and Owner shall review plan and monitor continuous improvement efforts, whereas repeat deficiencies shall receive priority status. Dependant upon type deficiency noted, two or more constitute inspection failure. Any life-safety issue constitutes inspection failure.

Additional Comments:

EXHIBIT D - MAINTENANCE SCHEDULE

Service	Frequency of Service
Public Areas Flooring (Carpet)	
Spot Vacuum carpet	Daily
Spot Treat carpet (spills)	Daily
Vacuum carpet	Bi-Weekly
Clean door mats and landing	Bi-Weekly
** Shampoo carpet	Quarterly
** Extract "steam clean" carpet	Annually
Public Areas Flooring (Hard Floors)	
Dust and damp mop hard floors	Daily
Sweep, empty ashtray & trash containers	Daily
** Mop, wax, and buff hard floors	Monthly
** Strip, seal, refinish, machine polish hard surface	Quarterly
Restrooms	
Refill all soap dispensers	Daily
Empty and clean waste containers, insert liners	Daily
Clean and sanitize all fixtures	Daily
Damp mop floor and baseboards with germicidal solution	Daily
Replenish toilet tissue, paper towels, toilet seat liners, and feminine hygiene dispensers	Daily
Report defective soap dispensers or any items that need repair to management.	Daily
Clean and polish all metal and mirrors	BI-Weekly
Spot clean walls, areas around fixtures, doors	BI-Weekly
Dust all surfaces and ledges, including vents	Monthly
Wash and sanitize walls and partitions	Monthly
Miscellaneous	
Empty all master and public trash containers in hallways, insert new liners	Daily
Clean and sanitize drinking fountains	Daily
Spot clean interior and exterior glass doors	Daily
Pick up full recycle bags, deposit in appropriate bins	Daily
Inspect and replace *all* bulbs as needed.	Daily
Clean and sanitize sink and counters	Daily
Empty private trash	BI-Weekly
Clean interior windows (inside exterior walls)	BI-Weekly
Spot clean doors, door frames, counters, handles and railings	Bi-Weekly
Dust all surfaces and ledges, including vents	Monthly
Clean smudge marks	Monthly
* Provide preventive maintenance for all A/V/projector units	Per Manufacturer's Recommendation

* Conducted & funded by Management Group - Factory Authorized technician used.

** Conducted by outside contractor. Funded by Management Group with copies of paid invoices submitted to LFUCG.