

***-Volunteer Landing EVENT LEASE**

Phone: (865) 215-8161 Fax: (865) 215-8162 Email: llyons@ktnpba.org
World's Fair Park Event Office ● 963 World's Fair Park Drive ● Knoxville, TN 37916
Mailing: 400 Main Street, Ste M22, Knoxville, TN 37902, Attn: Liz Lyons

THIS AGREEMENT is made as of the _____ day of _____, 20_____,
by and between The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee,
hereinafter referred to as "Lessor" and (fill in lessee's organization and signatory's name on line below):

hereinafter referred to as "Lessee." The parties execute this Agreement for the purpose of memorializing
the lease by the Lessee of certain facilities located at and within what is known the World's Fair Park,
Knoxville, Tennessee.

WITNESSETH: The Lessor and the Lessee, for the mutual considerations stated herein and for
the faithful performance of all covenants and conditions set forth herein, agree as follows:

**ARTICLE 1.
LEASE AND USE OF PREMISES**

Leased Premises and Term. Subject to the terms, conditions and limitations contained in this
Agreement, the Lessor hereby leases to the Lessee, and the Lessee hereby rents from the Lessor the
Volunteer Landing Waterfront (west of Calhoun's) at Volunteer Landing, Knoxville, Tennessee. The
Lessee's period of occupancy shall begin on the _____ day of _____, 20_____, at _____ o'clock
____. m. and shall terminate on the _____ day of _____, 20_____, at _____ o'clock ____ . m.

(Note: Only the west concession stand is available for rental space during all events designated at Volunteer
Landing. The east concession stand has been designated as a storage area only for the Public Building
Authority).

Premises Defined. The term "Premises," as used in this Agreement, includes all of the space described in
Paragraph 1.1 above and in the World's Fair Park Event Guide and leased pursuant to this Agreement.

Uses of Premises by the Lessee. The Lessee will use and occupy the Premises solely for the purpose stated
below, and for no other purpose whatsoever without the Lessor's express written approval. The Lessee will
observe, abide by and conform to all rules and regulations, and such further rules and regulations as from
time to time may be put in effect by the Lessor, for the general safety, comfort and convenience of the
Lessor as part of managing the World's Fair Park.

Initial Here: _____

World's Fair Park/Volunteer Landing Event Information Sheet

The World's Fair Park Event office will send a copy of this form to the Special Event Office in order for your event to be placed on the City of Knoxville's Special Event Calendar. **It must be submitted to the World's Fair Park Event Office 60-days prior to the event to be placed on the City Calendar.**

Event Contact(s)

Contact: _____

Phone: _____ Cell: _____

Address: _____

Email: _____ Fax: _____

Website: _____

Event Information

Event: _____

Event Date: _____ Estimated Attendance: _____

Setup (Date/Time): _____ Teardown (Date/Time): _____

Event Location: _____ Time of Event: _____

Event Description

This event is a PUBLIC / PRIVATE event (circle one)
*** Private events will be marked on our calendar as private

City Services

Arrangements for the following City Services can be made at the **Special Events Meetings** that are held on the fourth Thursday of every month at 9:00 am in the Ballroom of the Civic Coliseum (excluding Nov. & Dec.):

- Ambulance/EMS
- Fire Prevention Bureau (fireworks, tent inspections)
- Knoxville Police Department (parades, traffic issues, etc.)
- Traffic Engineering (barriers/meter bagging)
- Road Closures

***Please attend the meetings so that you can meet with the various representatives of different City Services to assist with your event. All service requests must be received two weeks before the event date. If event needs are not submitted by the two-week time line the City will NOT be able to assist your event**.*

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**ARTICLE 2.
COMMON AREAS**

2.1 Common Areas Defined. The term “Common Areas,” as used in this Agreement, includes: all parking areas, the interactive fountain, court of flags area, lake, stream, access roads and facilities, driveways, service roads, loading facilities, sidewalks, landscaped areas, and all other areas constructed or to be constructed for use in common by the Lessor and all other users of the World’s Fair Park.

2.2 Control of Common Areas. The Common Areas will at all times be subject to the exclusive control and management of the Lessor. The Lessor has the right to operate and maintain the Common Areas in such a manner as the Lessor, in its sole discretion, will determine from time to time. This right to operate and maintain includes, without limitation, the right to (i) employ all operational and maintenance personnel, (ii) make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and facilities, (iii) close any portion of the Common Areas for the purpose of making repairs, changes or additions, (iv) change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas, and (v) enter into agreements with adjacent owners for cross-easements for parking, ingress, egress, delivery, and the installation of utility lines.

2.3 Parking. The Lessee and its agents, employees, guests, clients, customers, patrons and invitees will park in those areas designated at Volunteer Landing. The Lessee shall not load or unload vehicles except in those areas designated by the Lessor for such purpose. The Lessee, for itself, its employees and clients, agrees that the Lessor will have the right to take, move, impound and tow off vehicles that (i) violate the Lessor’s rules and regulations, block streets, aisles or access ways (ii) park in unauthorized areas, or (iii) park in unauthorized spaces or otherwise park improperly.

2.4 Access to Premises. The Lessor, its representatives, employees and concessionaires working said event shall, at all times, have free access to the Premises.

2.5 Portions of Lessor’s Property Not Demised. The Lessee agrees that during the term of this Agreement, the Lessor may use, cause to be used or lease any portion of the World’s Fair Park not leased to the Lessee pursuant to this Agreement.

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ARTICLE 3.

RENT AND OTHER TENANT DISBURSEMENTS

3.1 Rental Amount. The total rental amount, which includes the costs for rental equipment and other services, shall be as follows:

Rental Rates

Any event lasting over 3-days will receive a 25% reduction on the per day cost beginning on the 4th day

World’s Fair Park Festival Lawn

- Commercial \$750 per day
- Non-Profit* \$550 per day
- Hourly Rental \$100 per hour, up to 4-hours (Four [4] hour rental must include the event’s setup & teardown; anything over 4-hours will be considered a full day’s rental)

World’s Fair Park Performance Lawn

- Commercial \$1500 per day
- Non-Profit* \$1125 per day
- No Hourly Rental

World’s Fair Park Amphitheater

- Commercial \$300 per day
- Non-Profit* \$200 per day
- No Hourly Rental

Volunteer Landing Waterfront (west of Calhoun’s)

- Commercial \$200 per day
- Non-Profit* \$100 per day
- No Hourly Rental

Setup/Teardown Days Rates

If you will setup any equipment onsite the day before your event day, you will be billed for a setup day. If you teardown any equipment on the day after your event day, you will be billed for a teardown day. If your setup and teardown happens on the same day as your event, you will not be billed for a setup or teardown day.

** Must be able to provide a copy of the organization’s Non-Profit Charter to receive the Non Profit rate.*

RENTAL RATES (including move-in/move-out days)

| Facilities | No. of Days | Rate Per Day | Total |
|---------------------------------|-------------|--------------|-------|
| Amphitheatre | | | |
| Festival Lawn | | | |
| Performance Lawn | | | |
| Volunteer Landing | | | |
| Move-in Day(s)/ Move-out Day(s) | | | |
| Total Lease Rate | | | |

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RENTAL EQUIPMENT

| Equipment | Rate | Provider | Quantity | Total |
|---|-------------------|-----------------|-----------------|--------------|
| Regular Dumpster – 8yrd capacity | \$25/load | PBA | | |
| Recycling Dumpster – 8yrd capacity | \$25/load | PBA | | |
| Power at VL Tower | \$25/day | PBA | | |
| Sub-Panels (portable power) | \$25.00 each | PBA | | |
| Trash Liners | \$50/case | PBA | | |
| Trash Receptacles (regular & recycle) | \$0 charge | PBA | | |
| Protective Absorbent Matting (3ft wide) | \$3 per foot long | PBA | | |
| Total Rental Equipment | | | | |

SECURITY DAMAGE DEPOSIT

| Attendance Expectancy | Deposit Amount | No. of Venues Leased | Total |
|--------------------------------------|-----------------------|-----------------------------|--------------|
| 300 or more people | \$500 | | |
| 300 or less people | \$200 | | |
| Total Security Damage Deposit | | | |

MAINTENANCE FEES

| Required Maintenance | Cost | # of Hours | Total |
|---|-------------|-------------------|--------------|
| No power, water, stage, or vendors: Case by case basis | TBD | | |
| Minimal Power / Water (5 vendors max) Requires 1 Maintenance Staff | \$35.00/hr. | | |
| Additional Boxes Dropped More than 5 Vendors Requires 2 Maintenance Staff | \$70.00/hr. | | |

SECURITY FEES

| *A security officer will be present 1 hr. before the event, during entire event, and 1 hr. after the event* | | | |
|---|-------------|-------------------|--------------|
| Required Security | Cost | # of Hours | Total |
| < 1000 Requires 1 Security Officer | \$35.00/hr. | | |
| > 1000 Requires 2 Security Officers | \$70.00/hr. | | |

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CUSTODIAL FEES (Performance Lawn & Festival Lawn)

| *Hours determined by 1 hour before events starts to 1 hour after <u>move-out time</u>* | | | |
|---|--------------|------------|-------|
| Required Custodial Staff | Cost | # of Hours | Total |
| Events with <u>NO</u> food and/or alcohol. | | | |
| < 500 Attendees: 1 Custodial Staff | \$35.00/hr. | | |
| 500-1,000 Attendees: 2 Custodial Staff | \$70.00/hr. | | |
| 1,000-2,500 Attendees: 3 Custodial Staff | \$105.00/hr. | | |
| 2,500-5,000 Attendees: 4 Custodial Staff | \$140.00/hr. | | |
| 5,000-10,000 Attendees: 5 Custodial Staff | \$175.00/hr. | | |
| Events with food and/or alcohol. | | | |
| < 500 Attendees: 2 Custodial Staff | \$70.00/hr. | | |
| 1,000-2,500 Attendees: 4 Custodial Staff | \$140.00/hr. | | |
| 2,500-5,000 Attendees: 6 Custodial Staff | \$210.00/hr. | | |
| 5,000-10,000 Attendees: 7 Custodial Staff | \$245.00/hr. | | |

***10,000+ on a case by case basis.**

***Any event ending after dusk will have a \$70 clean up fee added**

CUSTODIAL FEES (Volunteer Landing & Amphitheater)

| *Hours determined by 1 hour before events starts to 1 hour after <u>move-out time</u>* | | | |
|---|--------------|------------|-------|
| Required Custodial Staff | Cost | # of Hours | Total |
| Events with <u>NO</u> food and/or alcohol. | | | |
| < 1000 Attendees: 1 Custodial Staff | \$35.00/hr. | | |
| 1,000-2,500 Attendees: 2 Custodial Staff | \$70.00/hr. | | |
| 2,500 + Attendees: 3 Custodial Staff | \$105.00/hr. | | |
| Events with food and/or alcohol. | | | |
| < 500 Attendees: 2 Custodial Staff | \$70.00/hr. | | |
| 500 + Attendees: 3 Custodial Staff | \$105.00/hr. | | |

***10,000+ on a case by case basis. *Less than 100 on a case by case basis.**

***Any event ending after dusk will have a \$70 clean up fee added**

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TOTAL DUE, DEPOSIT, & BALANCE DUE

| | |
|--|--|
| TOTAL AMOUNT DUE FROM LESSEE (Total the Lease Rate, Estimated Rental Equipment, Estimated Personnel, & Security Damage Deposit boxes): | |
| BALANCE DUE FROM LESSEE 30 DAYS PRIOR TO THE EVENT | |

THE BALANCE IS DUE 30 DAYS PRIOR TO THE EVENT. Please make check or money order payable to:

The Public Building Authority
Attn: Liz Lyons
400 Main Street, Suite M-22
Knoxville, Tennessee 37902

3.2 Covenant to Pay. The Lessee’s covenant to pay the total rental amount to the Lessor at the office of the World’s Fair Park Event Coordinator when it is due is independent of any and all other covenants contained in this Agreement. If the rental amount is not paid on the date due, the Lessor may collect a late charge, equal to ten percent (10%) of the late rent, on the delinquent amount. The Lessor reserves the right to cancel an event if the rental fees are not paid.

3.3 Non-Refundable Rental Amount. If the Lessee, being entitled to possession hereunder, shall fail for any reason other than as specified in Section 8.1 hereof to take possession of or to use the Premises, no refund of the rental amount shall be made. Specifically, the Lessee agrees that inclement weather will not be a basis for a refund. The full rent called for by this Agreement, including any disbursements or expenses incurred by the Lessor in connection therewith, shall be payable by the Lessee to the Lessor as liquidated damages, and not by way of penalty.

3.4 Overtime/Contract Labor Costs Borne by Lessee. If the Lessor incurs overtime costs for its personnel assisting in setting up or breaking down an event, requires the use of additional personnel in addition to normal staffing levels, or incurs contract custodial costs during the event, those costs will be billed to the lessee within 14 days of the conclusion of the event and are the responsibility of the Lessee to pay in full.

3.5 Electronic Fund Transfer. The Lessee has the option to use Electronic Fund Transfer. The Lessor utilizes Electronic Fund Transfers as a means to expedite payments to our lessees. By the form (EXHIBIT A), the Lessor will deposit any refunds due to the Lessee after its event stated on attached hereto and incorporated herein by reference. If the Electronic Fund Transfer option is not chosen, a check will be issued during our regular monthly check process.

ARTICLE 4.
RESPONSIBILITY FOR PREMISES

4.1 Condition of Premises. The Lessee’s signature on this Agreement signifies that the Lessee (i) has visited the Premises, (ii) has inspected the Premises and the appurtenances thereto, and (iii) is fully acquainted with the condition of the Premises. The failure of the Lessee to do any of the above does not, in any way, relieve the Lessee of any obligations pursuant to this Agreement. The Lessee accepts the Premises in its present condition and acknowledges that it is suitable for the Lessee’s intended use. The Lessee acknowledges that Lessor is not responsible for conditions of the Premises that may have been altered by weather events or other acts of God. In addition, Lessee acknowledges that Lessor has the right to alter, if necessary, the location of event equipment, booths, etc. if the condition of the lawn(s) requires the relocation of those items onto the sidewalks/street.

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4.2 Labor Requirements. The Lessee, at its sole cost and expense, shall furnish all necessary labor required for the Lessee's use of the Premises, including, but not limited to, ticket sellers, ticket takers, security and safety personnel. A security plan for the event must be submitted to the World's Fair Park Event Coordinator for approval in advance of the event. The total number and identity of the individual(s) to be used in these capacities must be approved by the World's Fair Park Event Coordinator prior to the start of the Lessee's event.

4.3 Event Patrons. The Lessee shall not admit to the Lessee's event a larger number of persons than the capacity of the Premises accommodates. The Lessor, by and through its representatives, reserves the right to enter onto the Premises and eject any objectionable person(s) from the Premises. The Lessee hereby waives any and all claims for damages of any kind against the Lessor by reason of or relating to the exercise of such ejection authority. Further, the Lessor shall have the right to collect and have custody of articles left, lost or checked while on the Premises by patrons attending the event given or held on the Premises. The Lessee shall not interfere with the collection and custody of such articles.

4.4 Maintenance Responsibilities. At all times during the term of this Agreement, the Lessee shall, at the Lessee's sole cost and expense, keep the Premises in good order, condition and repair, and clean, sanitary and safe, ordinary wear and tear excepted. The Lessee shall comply with all federal, state and local requirements of law, by statute, rule, ordinance or otherwise, affecting the Premises and all appurtenances thereto. The Lessor will not be required to make any repairs to the Premises occasioned by the act or neglect of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees. Any of the foregoing repairs required to be made by reason of the negligence of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees shall be the responsibility of the Lessee. If the Lessee refuses or fails to make such repairs hereunder, the Lessor may make and complete such repairs and add the cost thereof to the total rental amount due. The Lessee will not allow any nuisance(s) to exist with respect to the Premises.

4.5 Alterations by the Lessee. The Lessee will not alter the Premises or place, install or attach any fixtures or equipment to be used in connection with the Lessee's event without obtaining the Lessor's prior written approval to (i) such improvements and (ii) the manner in which said fixtures and equipment are to be installed and located in the Premises.

4.6 Signs. The Lessee will not post, exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards describing the Lessee's event, except those approved by the Lessor. The Lessee is allowed to post or exhibit signs, advertisements, show bills, lithographs, posters or cards that are related to the event to be given on the Premises and/or for any future events to be held at Volunteer Landing, and only in the location(s) and for the period of time specifically designated and permitted by the Volunteer Landing Event Coordinator. Lessee must submit for approval, in advance of the event, a written plan showing the location(s) of all signage, which should include how signage will be mounted. In addition to obtaining the Lessor's written consent, the Lessee must also obtain all necessary and appropriate governmental permits and licenses for its signage.

4.7 Surrender of Premises. At the termination or expiration of this Agreement, the Lessee shall deliver the Premises to the Lessor in the same condition as the Lessee received it when the term of this Agreement began, reasonable wear and tear accepted. The Lessee shall promptly remove all its equipment, fixtures and any other installations, alterations or improvements before surrendering the Premises as aforesaid. The Lessee will repair any damage to the Premises caused by the removal of such items. The Lessee's obligation to observe or perform this covenant will survive the expiration or other termination of the lease term. The Lessor reserves the right to remove from the Premises, at the sole expense of the Lessee, any and all effects remaining on the Premises after the period of occupancy has expired. The Lessor may, but is not obligated to, store such effects at the sole expense of the Lessee and without any liability therefor on the part of the Lessor.

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**ARTICLE 5.
HOLD HARMLESS AND INDEMNIFICATION**

The Premises shall be used and maintained by the Lessee for its convenience and accommodation throughout the period of occupancy. The Lessee agrees that the Lessor and the City of Knoxville, Tennessee (“the City”) shall have no responsibility in connection with the Premises during said period of occupancy. The Lessee shall defend, indemnify and hold the Lessor and the City harmless from any and all liability to the Lessee, and third parties for all claims, actions, demands and expenses (including attorney’s fees) resulting from or in any way connected with, or alleged to have arisen from the Lessee’s use or occupancy of the Premises, including but not limited to actions or inactions of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees, and the Lessee’s breach of any of the terms or conditions of this Agreement. The Lessee shall pay for any and all damage to the Premises sustained during the period of occupancy.

Except for damage or injury proximately caused by the Lessor’s or the City’s sole negligence, neither the Lessor nor the City shall be responsible for any damage or injury that may occur to the Lessee or to the Lessee’s agents, employees, guests, clients, customers, patrons, invitees or property from any cause whatsoever prior, during or subsequent to the period covered by this Agreement; and the Lessee hereby expressly releases the Lessor and the City from such loss, damage or injury and agrees to defend, indemnify and hold the Lessor and the City harmless therefrom.

**ARTICLE 6.
INSURANCE**

6.1 Lessee to Obtain Insurance. Prior to its use and occupancy of the Premises, the Lessee shall procure and maintain insurance of the types and in the amounts stated on EXHIBIT B, attached hereto and incorporated herein by reference, and if made applicable by the terms of EXHIBIT B, the Release and Indemnity Agreement attached thereto.

Other Insurance Requirements. The Lessee will, at least thirty (30) days prior to occupancy of the Premises, furnish the Lessor with original certificates of insurance. The insurance shall be issued by a company licensed to do business in the State of Tennessee and approved in writing by the Lessor. The Lessor shall be given thirty (30) days advance notice of any cancellation of the insurance coverage.

**ARTICLE 7.
NON-DISCRIMINATION AND ETHICAL STANDARDS**

The Lessee: (i) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability; (ii) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability; (iii) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and (iv) will include these provisions in every subcontract or sublease let by or for it.

Further, the Lessee hereby takes notice of and warrants that it is not in violation of, or has not participated, and will not participate, in the violation of any of the ethical standards prescribed by the Knoxville City Code.

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**ARTICLE 8.
GENERAL PROVISIONS**

8.1 Fire and Other Casualty. In the event the Premises or any part thereof is destroyed or damaged by fire or other casualty, or if any other casualty or unforeseen circumstance (other than inclement weather) renders the fulfillment of this Agreement by the Lessor impossible, then this Agreement shall terminate, and if the Lessee has not taken possession of the Premises, the Lessor shall refund its rental payments to the Lessee. However, if the Lessee has taken possession of the Premises, the Lessee shall pay rental for the Premises only up to the time of such termination, at the rate herein specified. The Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

8.1.a If, as the result of a Force Majeure Event (as defined below), Lessee or Lessor is unable to, or is prevented from, performing the terms of the Agreement or any portion thereof or any material obligation under this Agreement, then Lessee's and Lessor's obligations hereunder will be excused, there shall be no claim for damages by Lessee or Lessor. Notwithstanding the foregoing, Lessee shall be obligated and liable to Lessor for such proportionate amount of the payment provided for herein as may be due hereunder for any use of Premises, including any costs incurred by the Lessor directly related to the preparations/set-up of the planned event, which Lessor may have leased up to the time of the inability to perform by reason of such Force Majeure Event.

Force Majeure defined. A "Force Majeure Event" shall mean any one or more of the following : acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the World's Fair Park or which Lessee and/or Lessor reasonably believe jeopardizes the safety of Lessee, Lessor, musicians contracted by Lessee, and/or Lessee's patrons; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of musicians contracted by Lessee, and similar causes beyond the control of Lessor or Lessee which make any performance(s) contemplated by this Agreement impossible, infeasible, or unsafe.

8.2 ADA Requirements. The Lessee will comply with any and all requirements of the Americans with Disabilities Act, including but not limited to, the removal of all structural barriers, the accessibility of its event, programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. The Lessor will not be responsible for any costs or expenses related to the Lessee's compliance with ADA. The Lessee will defend, indemnify and hold the Lessor and the City harmless from and against any and all claims, suits or causes of action and expenses (including attorney's fees) which arise out of this Agreement or the Lessee's use of the Premises, or an act or omission by the Lessee, its agents, employees, guests, clients, customers, patrons or invitees that violates or is alleged to violate the ADA.

8.3 Written Amendments. This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

8.4 Federal, State, and Local Requirements. The Lessee is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

8.5 Assignment and Subletting. The Lessee shall not assign, transfer, or encumber this Agreement without the prior written approval of the Lessor, and shall not sublet or allow any other tenant to come in, with, or under the Lessee without like written approval.

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8.6 Continued Liability. Any assignment or subletting, notwithstanding the written consent of the Lessor, will not in any manner release the Lessee herein from its continued liability for the performance of the provisions of this Agreement and any amendments or modifications hereto. The acceptance of any rental payments by the Lessor from any alleged assignee will not constitute approval of the assignment of this Agreement by the Lessor.

8.7 Termination. If any default is made as to any of the covenants contained in this Agreement, this lease and the relationship of the Lessor and the Lessee, at the option of the Lessor, shall terminate and cease. In such a circumstance, the Lessor may re-enter the Premises, remove all persons and fixtures therefrom and resort to any legal proceedings to obtain possession. Notwithstanding such a termination, the Lessee shall pay the full amount of the rental as herein agreed to be paid.

8.8 Miscellaneous. This Agreement will inure to the benefit of and will be binding upon the Lessor, the Lessee and their respective heirs, executors, administrators, successors and assigns, subject to all the terms, conditions, and contingencies set forth. This Agreement is governed by the laws of the State of Tennessee. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not operate to invalidate any other provision hereof. This Agreement will be construed without reference to titles of sections or clauses, which are inserted for convenient reference only.

8.9 Entire Agreement. This Agreement, the exhibits hereto and the documents incorporated herein by reference form the entire agreement between the Lessor and the Lessee. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect. Any matters not herein expressly provided for shall be at the discretion of the World's Fair Park Event Coordinator.

8.10 Date of Execution of Agreement. This Agreement must be signed and returned thirty (30) days prior to the event date.

8.11 World's Fair Park Event Guide. The World's Fair Park Event Guide, current as of the date hereof, is incorporated herein by reference, and all terms and conditions stated therein shall apply to this Agreement, and the Lessee shall be bound by the obligations stated therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPROVED AS TO FORM:

By W. Morris Kizer
PBA General Counsel

THE PUBLIC BUILDING AUTHORITY OF
THE COUNTY OF KNOX AND THE
CITY OF KNOXVILLE, TENNESSEE

By: _____
Jayne Burritt, Administrator/CEO

WITNESSED BY:

Lessee (signature): _____

Lessee (printed name): _____

Printed Name:

Title: _____

Lessee Organization: _____

Initial Here: _____