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LEASE AGREEMENT

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH
THE METROPOLITAN AUDITORIUM COMMISSION,

as Lessor,

and

MUSICIANS HALL OF FAME AND MUSEUM,

as Lessee.

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This Lease Agreement (the "**Lease**" or "**Agreement**") is made by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("**Metro**"), a municipal government of the state of Tennessee, by and through the Municipal Auditorium Commission ("**Lessor**"), and MUSICIANS HALL OF FAME AND MUSEUM, a Tennessee non-profit organization ("**Lessee**") (collectively, "**the Parties**"). The Lease shall be effective only after it has been approved by Lessor, signed by all required parties, approved by the Metropolitan Council, and filed with the Metropolitan Clerk (the "**Effective Date**").

1. **Definitions.**

"NMA" means Nashville Municipal Auditorium.

"HOF" means Musicians Hall of Fame and Museum or Lessee.

"Nashville Municipal Auditorium" or "the Auditorium" means the entire building located at 417 4th Avenue North, Nashville, TN 37201, including the Arena Floor, Exhibit Hall, and concourses.

"Arena Floor" means and shall include the following components of the above-ground level of the Auditorium: the arena, the lobby, Concourses, dressing rooms, media/backstage room, restrooms, and any concession stands, including the warehouse and grill cart areas.

"Concourses" means the upper and lower concourses surrounding the Arena.

"Lease Year" means the year following the Effective Date, and every year during the Lease Term thereafter.

2. **Terms and Conditions.**

1. **Term.** The term of this Lease shall begin on the Effective Date and shall end sixty (60) months from that date ("**Lease Term**"). Lessee shall have three (3) options to extend the Lease Term by five (5) years each, for a total period not to exceed twenty (20) years.

    a. **Notice of Intent to Exercise Option to Renew.** At least one hundred eighty (180) calendar days in advance of the expiration of the then-current Lease Term, Lessee shall notify Lessor in writing of either: (1) its intent to exercise the option to extend the then-current Lease Term by five (5) years; or (2) its intent not to renew the Lease. Within fourteen (14) calendar days of such notice, Lessor shall notify Lessee in writing whether it will: (1) accept Lessee's notice of intent to exercise the option to extend the then-current Lease term by five (5) years; or (2) exercise its notice of intent not to renew the Lease. Failure of Lessor to respond as aforesaid, shall be deemed Lessor's acceptance of Lessee's notice of intent to exercise the option to extend the then-current Lease term by five (5) years.

2. **Premises.** Lessor hereby leases the Premises to Lessee for its exclusive use and Lessee hereby leases the Premises from Lessor for the period of the Lease Term. The Parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein, and Lessor and Lessee each covenants as a material part of this Lease to keep and perform each and all of such terms, covenants and conditions by each such party to be kept and performed and that this Lease is made upon the condition of such performance.

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a. The "Premises" is depicted in the diagram attached hereto as Exhibit A ("**Exhibit A**") and also includes the courtyard and 12 parking spaces located on the ramp utilized by Lessee. The "Premises" means and includes the portion of the Auditorium depicted as the entire circular area of approximately 80,000 square feet of the basement level of the Auditorium on Exhibit A, and includes those areas marked on Exhibit A as "HOF" areas as well as the area known as "the courtyard" and the 12 parking spaces located on the ramp utilized by Lessee. The Premises shall not include those areas depicted on Exhibit A as "NMA" areas or unmarked as either "NMA" or "HOF" such as Stairs, Elevator and HVAC Room ("**NMA Areas on the Premises**"). Areas depicted as "NMA" or unmarked areas on Exhibit A are under the sole control and responsibility of Lessor.

b. **HOF Back Event Space.** Throughout the Lease Term, Lessor may refer third parties who would like to rent space at the Auditorium to Lessee for the purpose of renting the area designated as the "HOF Back Event Space" on Exhibit A. In the event that a third party as referred by Lessor rents the HOF Back Event Space for the particular event referred ("**Lessor Referred Event**"), then Lessee shall either reject the Lessor Referred Event or enter into a separate rental agreement for the use of such space with such third party. Upon contracting with a third-party for use of the HOF Back Event Space, Lessee shall pay Lessor a referral fee in an amount to be mutually agreed upon by the Parties.

c. **Arena Floor.**

   i. Throughout the Lease Term, Lessee may wish to use the Arena Floor to host events. Should Lessee desire to use the Arena Floor to host an event, Lessee shall contact Lessor and the Parties shall enter into a separate agreement setting forth the terms and conditions negotiated in good faith for the rental of the Arena Floor for this purpose.

   ii. Lessee may refer third parties who would like to rent space at the Auditorium to Lessor for the purpose of renting the area (or portion of the area) defined as the "Arena Floor." In the event that a third party as referred by Lessee rents the Arena Floor for an event ("**Lessee Referred Event**"), then Lessor shall either reject the Lessee Referred Event or enter into a separate rental agreement for the use of such space with such third party. Upon contracting with a third party for use of the Arena Floor, Lessor shall pay Lessee a referral fee in an amount to be mutually agreed upon by the Parties

d. **Storage Areas, Maintenance Area, HVAC Room, Elevator and Stairs.** Designated storage areas for Lessor and Lessee are depicted on Exhibit A and each space shall be for each party's exclusive use and exclusive responsibility. Should Lessee or Lessor wish to share any of the storage spaces depicted on Exhibit A, a shared storage agreement shall be mutually agreed upon in writing. The NMA Areas on the Premises shall be for Lessor's exclusive use and responsibility. Lessee understands that Lessor and maintenance personnel may on occasion need access to the Maintenance Area and HVAC Room in the ordinary course of performing maintenance functions during normal business hours of the Auditorium, including the doors that open for truck access, service elevators, and all machine, electrical, plumbing, heating, cooling and other mechanical areas of the Auditorium. Lessee shall be notified in advance of any access needed.

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e. **Condition**. Lessor shall tender possession of the Premises to Lessee in its existing "as-is" condition and Lessor shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises unless otherwise provided in this Lease. Lessor shall be deemed to have tendered possession of the Premises to Lessee on the Effective Date. Neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Premises or with respect to the suitability of any of the foregoing for the conduct of Lessee's business, except as specifically set forth in this Lease. Lessee acknowledges that the Premises is suitable and in appropriate condition for Lessee's business as of the Effective Date.

f. **Permitted Use / Purpose.** Lessee shall use the Premises solely as a museum, hall of fame exhibit space, retail store, third party private events space, and for directly related purposes. Lessee shall not use or permit the Premises to be used for any other purpose whatsoever without the prior written consent of Lessor, which consent is in Lessor's sole and absolute discretion, but which consent may not be unreasonably withheld or delayed. Lessee shall operate its business in the Premises and comply with all applicable laws, rules, and regulations. Lessor shall operate its business in the Auditorium, in NMA Areas on the Premises, and as otherwise provided in this Lease, and shall comply with all applicable laws, rules, and regulations.

3. **Payment Terms.** Notwithstanding the Effective Date of this Lease, rent for the Premises shall be due and payable on or before the first day of the calendar month following the Effective Date, as follows:

a. Lessee agrees to pay Lessor the following as consideration for the use and occupancy of the Premises: SEVENTY-FIVE THOUSAND DOLLARS ($75,000) per Lease Year as a base minimum rent paid in twelve (12) monthly installments ("**Base Rent**"), **plus**:

i. Eight percent (8%) of each admission ticket sold and not refunded, exclusive of any taxes or credit card commissions ("**Admission Fee**") **and** eight percent (8%) of the venue fee per private event paid and not refunded up to five hundred dollars ($500) maximum per paid event ("**Event Fee**"), up to a total of one hundred fifty thousand dollars ($150,000) annually for the combined Admission Fees and Event Fees per Lease Year ("**Annual Cap**").

b. Both the Base Rent and the Annual Cap shall increase by two percent (2%) annually each Lease Year after the first Lease Year.

c. Base Rent shall be due and payable monthly in advance, on or before the first calendar day of each month of the Lease Term.

d. Lessee agrees to report monthly ticket sale revenues and venue fee revenues and both the Admission Fee and the Event Fee shall be due and payable on or before the 15th calendar day of the month following.

e. Lessee shall make the Base Rent payments, the Admission Fee payments, and the Event Fee payments to Lessor by check. Lessee may make payment by credit card or ACH, if such services are available to Lessor and with pre-approval of Lessor. Lessee shall be responsible for any associated transaction fees.

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f. Payments sent by U.S. Mail or courier service must received by Lessor on or before the due date. Lessor will assume no responsibility for delays or delivery failures. Delivery of payment in person shall be acceptable.

g. This Section 2.3 shall be deemed adequate notice of Payment Terms requirements and Lessor shall be under no obligation to invoice Lessee for Base Rent payments, Admission Fee payments, or Event Fee payments. Lessee shall pay Base Rent, Admission Fees, and Event Fees to Lessor without demand, deduction or setoff, at Lessor's address (not the Director of Law) detailed in this Lease or as otherwise specified by Lessor in writing.

h. **Late Charge.** Lessee hereby agrees that all sums due and owing to Lessor for Base Rent, Admission Fees, or Event Fees, or any other amount owed hereunder, shall be paid in full as detailed herein. Lessee further agrees that, upon any failure to render Base Rent payment by the 5th day of each applicable month during the Lease Term, and Admission Fee and Event Fee payments by the 20th of each applicable month during the Lease Term, Lessee shall be subject to the assessment of a FIFTY DOLLAR ($50) late charge per month, as and for liquidated damages. Such charge shall be due immediately, along with the associated payment. Lessee further agrees that, in each instance that a balance of any amount is carried from one calendar month into the next, and Lessee has not cured the total amount of the back rent owed to Lessor by the 15th of the following calendar month, Lessee shall be subject to the assessment of a TWO HUNDRED FIFY DOLLAR ($250) Late Charge per month, as and for liquidated damages.

i. **Lien.** In the event Lessee becomes indebted to Lessor during the Lease Term, Lessee grants Lessor a lien on all property of Lessee used or situated in the Premises or on Lessor property, including but not limited to, inventory, improvements, and personal property, but excluding any property that may be on loan to Lessee for exhibition purposes, to secure indebtedness owing from Lessee to Lessor at any time during the existence of this Lease, including payments that become due under this Lease. In the event of default of payment by Lessee, Lessor shall provide thirty (30) days' notice of its intent to take possession. After this notice has expired, if the debt is still owed, Lessor may take possession of and sell such property as may be sufficient to pay any such indebtedness, except for property that may be on loan to Lessee for exhibition purposes. If Lessee makes full payment of the lien prior to the sale being executed, Lessee shall be entitled to the return of the property, minus the costs of taking possession and preparing for the sale and Lessor agrees to remove any liens thereon. Any surplus funds generated by the sale shall be provided to Lessee within ninety days of the sale.

4. **Insurance Requirements.**

a. Throughout the Lease Term, and any extension thereof, Lessee shall at its sole expense, obtain and maintain in full force and effect the types and amounts of insurance identified below. Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Said insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to Lessor. The insurance shall name Lessor, its officials, employees, agents, and volunteers as additional insureds and shall contain no special limitations on the scope of the protection afforded to such insureds. For claims related to this coverage, said insurance shall be primary insurance with respect to Lessor and any self-insurance of Lessor shall be in

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excess of Lessor's insurance and not contribute with it.

i. General liability insurance in the amount of one million dollars ($1,000,000).

ii. Automobile liability insurance in the amount of one million dollars ($1,000,000). Such insurance shall include vehicles owned, hired, and non-owned and include coverage for loading/unloading hazards.

iii. Workers Compensation insurance (if applicable) with the statutory limits required by the State of Tennessee or other applicable laws and Employers liability insurance with limits of no less than one hundred thousand dollars ($100,000), as required by the laws of Tennessee.

iv. Liquor liability insurance shall be in full force and effect IF Lessee will serve alcoholic beverages. Said insurance policy shall name Lessor, and its officials, officers, employees, and agents, as additional named insureds.

b. Lessee shall:

i. Before this Lease is approved, and thereafter upon request, provide Lessor with properly executed ACORD Certificate(s) of Insurance which shall:

1. Evidence all insurance required in this Section 4;

2. Specify the following as an additional insured AND certificate holders: Metropolitan Government of Nashville and Davidson County, and its officials, employees, agents, and volunteers, Metro Courthouse, Suite 108, Nashville, TN 37201.

3. Maintain the required insurance throughout the Lease Term, and any subsequent extension of this Lease, and replace certificates, policies, and endorsements for any such insurance expiring during the Lease Term or any extension of this Lease.

ii. If any insurance policies required hereunder cannot be obtained, maintained, and replaced as necessary, for any reason, Lessor may require Lessee to cease any and all operation until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Lessor, Lessor may terminate this Lease for default.

c. Metropolitan Government of Nashville and Davison County is a metropolitan form of government as set out under the Governmental Tort Liability Act, Tennessee Code Annotated § 29-20-101, *et seq.*, and as such, has its liability limits defined by law. Metro is self-insured in an adequately funded self-insurance program, up to the limits as set out in the statute. This self-insurance is for the benefit of the Metropolitan Government only and provides no indemnification for any other entity whatsoever.

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5. **Maintenance and Operations.**

a. **Lessor Maintenance Obligations.** Lessor's maintenance obligations are limited to the replacement of the Auditorium's roof and structural repairs, including structural and mechanical needs, for the entire Auditorium, including the double set of glass doors at the entrance to the Premises, the outside garage doors at the ramp, and the stairs / handicap ramp at the entrance to the Premises ordinary wear and tear excluded. Lessor's obligations for any defects, repairs, replacement for the entire Auditorium, or maintenance for which Lessor is specifically responsible for under this Lease shall be limited to the cost of performing the work. Lessor shall not be responsible for:

i. Any such work on the Premises until Lessee notifies Lessor of the need therefor in writing;

ii. Any repairs, replacement, or maintenance on the Premises or the Auditorium necessitated by Lessee's negligent or improper use, as determined at Lessor's sole discretion; and,

iii. Alterations to the structure of the Premises or building required by applicable law because of Lessee's use of the Premises (which alterations shall be Lessee's responsibility) or any acts or omissions by Lessee, its agents, employees or invitees.

Lessor further agrees to keep the Arena Floor and NMA Areas on the Premises in a clean and sanitary condition, free of Lessor's trash, refuse, and debris at all times during the Lease Term and to not intentionally cause damage to the Auditorium. Lessor agrees to keep the Auditorium in as good repair as at the commencement of the Lease, excepting wear and tear arising from reasonable use.

b. **Emergency Repairs.** Lessor shall complete emergency repairs within 24 hours of being notified of such emergency by Lessee or provide a reasonable explanation of a longer timeline for repairs. Such repairs shall be performed or begun within 72 hours of the notice given.

c. **Non-emergency Repairs.** Any other type of repairs and maintenance shall be arranged by Lessor within seven (7) days of being notified of such repairs or maintenance by Lessee and completed on a timely basis.

d. **Lessee Maintenance Obligations.** Lessee agrees to keep the Premises in a clean and sanitary condition, free of Lessee's trash, refuse, and debris at all times during the Lease Term and to not intentionally cause damage to the Premises. Lessee agrees to keep the Premises in as good repair as at the commencement of the Lease, excepting wear and tear arising from reasonable use. Lessee further agrees that on the date this Lease terminates, for whatever reason, the Premises, and any Lessor property used by Lessee, will be left in clean and sanitary condition and in the same condition as Lessee received the Premises, excepting ordinary wear and tear.

e. **Right to Perform Lease Obligations.** If requested by Lessee in writing and only for agreed upon terms, Lessor may, but shall not be obligated to, perform Lessee's maintenance, repair, and replacement obligations and any other responsibilities that are Lessee's obligations hereunder. Lessee shall reimburse Lessor, upon demand, for the agreed upon cost incurred in doing so.

f. **Security.** Lessor shall be responsible for security for the entire Auditorium, including the exterior of the Premises and the NMA Areas on the Premises.

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All interior electronic security services and/or monitoring security equipment and systems for the Premises shall be provided by Lessee at Lessee's sole expense.

g. **Interior Signage.** Any interior signage on the Premises shall be installed and maintained at Lessee's sole cost and expense. Lessee shall not add any new signage or advertising in or on the Auditorium (other than the Premises) except with Lessor's prior written consent, which may be withheld at Lessor's sole discretion. All signs and advertising placed by Lessee shall comply with applicable laws, rules, and regulations.

h. **Exterior Signage.** The Auditorium has been co-branded the "Musicians Hall of Fame and Museum at the Historic Nashville Municipal Auditorium" after approval of the Metropolitan Council. Any further changes to the name of the Auditorium shall likewise be subject to the required approval of the Metropolitan Council pursuant to Chapter 13.26 of the Metropolitan Code of Laws. Lessee is responsible for the sole cost of removing, developing, or installing any HOF exterior signage. Lessee is responsible for any damage to the Auditorium incurred as a result of removing or installing any exterior HOF signage. Any proposed changes to or design of new HOF exterior signage shall be subject to approval by Lessor.

i. **Staffing.** Lessor shall be responsible for staffing and operating the Auditorium and the NMA Areas on the Premises (but not the Premises), including operating concessions and ticketing of events, janitorial and maintenance services and promotions for its operations and special events. Lessee shall be responsible for staffing, ticket sales, food and beverage sales, janitorial and maintenance services on the Premises, and promotions for its daily operations and special events that take place in the Premises.

j. **Parking.** Lessor currently owns twelve (12) parking spaces located on the ramp ("**Exhibition Hall Loading Dock**") that are utilized by Lessee and may continue to be utilized by Lessee at no cost. Lessee shall be responsible for maintaining these twelve (12) parking spaces located on the Exhibition Hall Loading Dock. Lessor also owns an additional four (4) parking spaces that are available next to a waste facility ("**NMA Loading Dock**"). Lessee may use these additional four (4) parking spaces on a daily basis at no cost, with the exception of NMA event days and load-in days specifically for those events. Lessor shall be responsible for maintaining these four (4) parking spaces located at the NMA Loading Dock. Lessor will notify Lessee of its exclusive use for the four parking spaces on event and load-in days at least three (3) days prior to an event, to the extent practicable.

k. **Alterations to the Premises.** Lessee may not make any structural improvements, alterations, additions or changes (collectively, "**Alterations**") to the Premises or any other portion of the Auditorium without Lessor's prior written consent and at its sole discretion, except for those alterations to Lessee's exhibits that do not involve structural improvements. Any Alteration shall be made in compliance with all applicable laws, rules, and regulations and performed by licensed and insured businesses and further shall be made under such conditions and at times as Lessor may approve in advance. All design and construction contracts for Alterations shall require insurance and bonding as Lessor may reasonably require and shall specifically require the contracting party to indemnify Lessor against all claims, costs, losses and causes of action relating to the Alterations. Lessee shall promptly discharge, by removal bond or otherwise, any lien filed against the Auditorium or Premises and relating to work of Alterations. Lessee has sole discretion and expense to perform Alterations and improvements for Lessee exhibits.

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l. Lessee may remove its trade fixtures, office supplies, and movable office furniture, displays, and equipment not attached to the building; provided: (i) such removal is made prior to the end of the Lease Term or other termination of this Lease; and (ii) Lessee promptly repairs all damages caused by such removal. Lessee may also remove items that may be affixed to the Premises, but are not permanent fixtures, such as artifacts, displays, speakers, monitors, and the Chet Atkins statue installed in the Courtyard, provided (i) such removal is made prior to the end of the Lease Term or other termination of this Lease; and (ii) Lessee promptly repairs all damages caused by such removal. All other of Lessee's property in the Premises and any non-permanent Alterations or additions to the Premises shall be removed by Lessee at Lessee's cost, including the cost of repair of any damage to the building caused by such removal.

m. Lessee shall not use the name or likeness of the Auditorium on merchandise without Lessor's prior written consent.

6. **Utilities.**

a. **Lessor Responsibilities.** Lessor shall provide all utilities for the Premises, including, without limitation, heating, air conditioning, water, trash, and electric at no additional cost to Lessee, and as reasonably necessary to conduct Lessee's business as operated on the Effective Date.

b. **Lessee Responsibilities.** Lessee shall be solely responsible for all telephone, internet, and cable services used in the Premises.

c. **Service Interruption.** Lessee hereby agrees that Lessor shall not be liable for any interruption or curtailment in utility services, of any type, due to causes beyond Lessor control, or due to Lessor's alteration, repair, or improvement of the Premises or Lessor property.

7. **Property and Waiver of Liability.**

a. Lessor may make available Lessor's personal property and fixtures located within the Premises for permitted uses and any other use contemplated by this Lease. Further, any fixtures or structures (*e.g.*, lighting, plumbed sinks, walls, counters, doors, and partitions) that Lessor approves for physical attachment to the Premises shall become a part of the Premises and Lessor property. All Lessor fixtures shall remain upon the Premises for the duration of the Lease. Upon the termination of this Lease, all Lessor personal property and fixtures shall be surrendered as required hereunder.

b. Any equipment, supplies, merchandise, artifacts, products, or other property brought onto Lessor property by Lessee or Lessee's employees, agents, contractors, members, licensees, customers, or invitees shall be at the sole risk of Lessee. Any equipment, supplies, merchandise, artifacts, products, or other property brought onto the Premises or the NMA Areas on the Premises by Lessor or Lessor's employees, agents, contractors, members, licensees, customers, or invitees shall be at the sole risk of Lessor.

c. Lessor assumes no responsibility for any damage or loss of Lessee's personal property caused by Lessee, its employees, agents, or invitees. Lessee agrees to hold Lessor harmless from any such damage or loss of Lessee's personal property located on the Premises.

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8. **Right of Entry.**

a. Subject to compliance with applicable laws, and except when and where Lessee's right of access is specifically restricted or limited in this Lease, Lessee shall have the right of access to the Premises twenty-four (24) hours per day, seven (7) days per week during the Lease Term.

b. Lessor and authorized representatives, shall have the right to enter the Premises upon reasonable advance notice and accompanied by a designated representative of Lessee, unless waived by Lessee, for the non-emergency purpose of:

i. pest control or exterminating services;
ii. exercising any right, power or remedy reserved to Lessor in this Lease;
iii. examining or inspecting the Premises;
iv. performing any obligation of Lessee with respect to which Lessee is in default under this Lease (only after notice and Lessee's right to cure); or,
v. showing the HOF Back Event Space to third parties who are interested in renting space for future events.

c. In the event that Lessor is not available to accompany Lessee at the date and time Lessor requests by reasonable advanced notice, Lessor shall have the right to enter the Premises without accompaniment by Lessee for the non-emergency purposes listed above.

d. Lessor may enter into the Premises without notice to Lessee in the case of emergency.

e. Lessee shall be responsible for all payments made by Lessor for all costs and expenses incurred by Lessor in connection with the exercise of its rights under this Section 2.8.b.iv.

9. **Mechanics Liens and Encumbrances.** Lessee shall comply with all requirements of this Lease prior to undertaking any work, services, materials, or labor that relates to any construction, improvement, or repair on, of, or to the Premises. No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of the Lessor. If any lien shall at any time be filed against the Premises or the Auditorium by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee, Lessee shall immediately cause the same to be discharged of record. In the event Lessee fails to cause any such lien to be discharged of record within thirty (30) days after it receives notice thereof, Lessor may discharge the same by paying the amount claimed to be due, with the understanding that Lessor is under no obligation to do so. Should Lessor discharge any Lessee lien, Lessee agrees to immediately reimburse Lessor for such amount plus Lessor's reasonable costs and reasonable attorneys' fees, which total amount shall be due and owing as provided herein.

10. **Indemnification.**

a. Lessee shall indemnify and hold harmless Lessor against and from any and all liabilities, obligations, damages, claims, costs, losses, expenses, causes of action, and judgments (including, without limitation, reasonable fees and expenses for attorneys, court costs, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against Lessor, or its officials, officers, employees and agents, and which arise, in part or in whole, from third party claims resulting from the intentional or negligent acts or omissions by Lessee, its employees, or any person acting for or on Lessee's behalf on Lessor property or in connection

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with the occupation, use, maintenance, and operation of the Premises pursuant to this Lease including, but not limited to, Lessee's failure to comply with the terms of this Lease or applicable law.

b. In the event of any such suit or claim, Lessee shall give immediate notice thereof; assume any and all responsibility and liability therefor; resist or defend the same, at Lessee's sole cost and expense, with counsel of Lessee's choice; provide all related assistance reasonably required by Lessor; and reimburse all associated cost and expense, including but not limited to reasonable attorneys' fees, incurred by Lessor. Notwithstanding the foregoing, Lessor may, at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent.

c. Lessee shall indemnify Lessor against all costs and expenses, including, without limitation, reasonable fees and expenses for attorneys, court costs, expert witnesses, architects, engineers and other consultants, incurred by Lessor in the event such is needed to enforce any obligation under this Lease or obtain possession of the Premises after Lessee default or Lessee failure to surrender the Premises as required upon the expiration or termination of this Lease.

d. Lessor shall have no responsibility for any claim or damage arising from or relating to tapings, recordings, or performances that Lessee may conduct or permit in the Premises or the Auditorium. Lessee waives and releases Lessor from all claims resulting from any such tapings, recordings, or performances, except for those claims that may arise from Lessor's acts or omissions.

e. The indemnities, assumptions of liabilities, and obligations herein provided shall continue in full force and effect notwithstanding Lease termination, whether by expiration of time, operation of law, or otherwise.

11. **Conflict of Interest.** Lessee declares that as of the Effective Date of this Lease, no Metropolitan Government of Nashville and Davidson County official, officer, or employee is directly or indirectly remunerated as a result of this Lease and, furthermore, Lessee pledges that it will notify Lessor, in writing, should any of the above-referenced persons become either directly or indirectly remunerated as a result of this Lease. Lessee declares that neither it nor any person acting for or on Lessee's behalf has given or donated, or promised to give or donate, either directly or indirectly, to any Metropolitan Government of Nashville and Davidson County official, officer, or employee, or to anyone else for their benefit, any sum of money or other thing of value to aid or assist in obtaining this Lease. Lessee pledges that neither it nor any person acting for or on Lessee's behalf will give or donate, or promised to give or donate, either directly or indirectly, to any Metropolitan Government of Nashville and Davidson County official, officer, or employee, or to anyone else for their benefit, any sum of money or other thing of value to aid or assist in obtaining any amendment or modification to this Lease.

12. **Non-Discrimination.** It is the policy of the Metropolitan Government of Nashville and Davidson County not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Metropolitan Government of Nashville and Davidson County's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they

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be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metropolitan Government or in the employment practices of the Metropolitan Government's contractor. Lessee certifies and warrants that it will comply with this nondiscrimination requirement. Accordingly, Lessee shall be required to show, upon request, proof of such nondiscrimination and to post notices of nondiscrimination in conspicuous places that are available to all employees and applicants.

13. **Fire or Other Casualty.** Lessee shall be solely responsible for all damage to its property and exhibits, including without limitation, damage resulting from fire, flood, running water, heat, cold, or other casualty unless such damage is the result of the acts or omissions of Lessor. Lessee hereby waives all claims against Lessor and its agents, officers, and employees, for damage to Lessee's property in the Auditorium unless such damage is the result of Lessor's intentional acts or gross negligence. If the Auditorium or any portion thereof shall be damaged by fire, flood, or other casualty such that in the reasonable judgment of either party the Premises are no longer suitable for use as contemplated by this Lease, then such party may terminate this Lease upon the occurrence of such casualty. In that event, Lessee shall be entitled to retain the proceeds of any policy of insurance paid for by Lessee and covering such casualty (if any), and Lessor shall be entitled to retain the proceeds of any policy of insurance paid for by Lessor and covering such casualty (if any). Lessor shall have no obligation to rebuild any portion of the Auditorium or the Premises after such casualty except as otherwise provided in this Lease.

14. **Condemnation.**

a. Total Taking. If the entire Auditorium is taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking.

b. Partial Taking - Lessee's Rights. If any portion of the Auditorium becomes subject to a Taking and such Taking will prevent Lessee from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Lessee may terminate this Lease as of the date of such Taking by giving written notice to Lessor within thirty (30) days after the Taking.

c. Partial Taking - Lessor's Rights. If any material portion, but less than all, of the Auditorium becomes subject to a Taking, and such Taking will prevent Lessee from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Lessor may terminate this Lease by delivering written notice thereof to Lessee within thirty (30) days after such Taking. If Lessor does not so terminate this Lease, then this Lease will continue.

d. Award. If any Taking occurs, then Lessor shall receive the entire award or other compensation for (1) the land on which the Auditorium is situated, (2) the Auditorium, and (3) other improvements taken, and Lessee may separately pursue a claim against the condemnor for (1) the value of Lessee's personal property which Lessee is entitled to remove under this Lease, (2) moving costs and (3) loss of business.

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15. Termination.

15.1. Termination for Default.

a. **Lessee Default.** In the event Lessee shall at any time during the Lease Term be in default of Lessee's obligations under this Lease, and any such default shall continue for a period of thirty (30) days after receipt of written notice to Lessee (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, then if Lessee has not commenced to cure such default within the thirty (30) days), then Lessor shall have the right to terminate this Lease upon written notice to Lessee.

b. **Lessor Default.** In the event Lessor shall at any time during the Lease Term be in default of Lessor's obligations under this Lease, and any such default shall continue for a period of thirty (30) days after written notice to Lessor (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, then if Lessor has not commenced to cure such default within the thirty (30) days), then Lessee shall have the right to terminate this Lease with written notice to Lessor.

15.2 Termination for Bankruptcy by Lessee.

The following shall constitute an event giving rise to a termination of this Lease for bankruptcy by Lessee:

a. Lessee files a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

b. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law; or,

c. Any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises is appointed without the consent or acquiescence of Lessee; and such order, judgment, decree or appointment remains unvacated or unstayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive).

16. Surrender.

a. Upon the termination of this Lease,

i. Lessee shall peaceably deliver up and surrender the Premises to Lessor in the same condition as on the Effective Date, ordinary wear and tear excepted;

ii. all permanent Alterations, installations, or replacements that have been made by Lessee to the Premises and cannot be removed without material damage to the structure of the Premises, shall be deemed a part of the Premises and the same shall not be removed;

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and,

iii. Lessee shall surrender all Lessor property, including fixtures, structures, and any of Lessor's personal property that is used by Lessee in the Premises, in as good a condition as on the date of receipt, ordinary wear and tear excepted.

b. Unless otherwise agreed by Lessor due to the timing of moving off the Premises, any property remaining on the Premises within ten (10) business days after the expiration or termination of this Lease shall be deemed abandoned by Lessee unless prior to any action by Lessor to enforce such abandonment, Lessor shall provide Lessee with written notice and allow Lessee to take possession of the property. Lessee's failure to do so within fifteen (15) business days from such notice will allow Lessor to retain the property for thirty (30) days and charge the Base Rent for such period after which Lessor may dispose of same at Lessee's sole cost, expense.

c. After the surrender of the Premises, Lessor shall inspect and ascertain the condition of the Premises and damage, if any, and shall determine the cost of any cleaning or repair deemed necessary by Lessor in good faith. Lessee shall pay such cost to Lessor no later than ten (10) days following written demand by Lessor.

d. If Lessee fails to surrender the Premises to Lessor, as required herein, Lessee shall pay Lessor FIVE HUNDRED DOLLARS ($500.00) per day until Lessee surrenders the Premises, as and for liquidated damage, said amount being due and payable daily.

17. **Miscellaneous.**

a. **Acknowledgement.** The Parties hereto, or their authorized representatives, acknowledge that they have read this Lease, including any attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations hereunder.

b. **Lease Documents.** This Lease is comprised of the following documents, which shall govern in order of precedence below in the event of a discrepancy or ambiguity regarding the duties, responsibilities, and performance under this Lease:

i. This Lease, including any attachments, approved and signed by the Parties, and filed with the Metropolitan Clerk;

ii. Any duly authorized amendment approved and signed by the Parties, and filed with the Metropolitan Clerk.

c. **Rules and Policies.** Nashville Municipal Auditorium rules, guidelines, and facility-use policies, as may be amended from time to time, and delivered to Lessee upon Lessee's request, are made a part of this Lease as though set forth in their entirety.

d. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is due to a force majeure event**,** meaning any act of God, storm, fire, casualty, pandemic or epidemic, as reported by the World Health Organization (WHO) or Center for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH), measures of government authority taken in response to a pandemic or epidemic, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of

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Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control. Upon a force majeure event, this Lease shall terminate and Lessee shall pay rent for said Premises only up to the time of such termination, at the rate herein specified.

e. **No Assignment or Sublease Without Consent**. The provisions of this Lease shall inure to the benefit of and shall be binding on the respective successors and assigns of the Parties hereto. Neither this Lease nor any of the rights and obligations of Lessee hereunder shall be assigned or transferred in whole or in part to any person, firm or corporation without the prior written consent of Lessor, which may be granted at the sole discretion of Lessor. Any such assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee shall assume each and every obligation of Lessee hereunder, and Lessor may contract with or accept moneys from any such assignee without waiving any of its rights. The administrative cost to document an assignment of lease shall be FIVE HUNDRED DOLLARS ($500.00).

f. **Sale of Auditorium by Metro.** In the event of any sale, exchange or other conveyance of the Auditorium by Metro and an assignment by Metro of this Lease, Metro shall be and is hereby entirely freed and relived of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale, exchange or other conveyance and assignment.

g. **Attorney Fees**. Lessee agrees that in the event either party takes legal action to enforce any provision of this lease or to obtain a remedy for any breach of this lease, and in the event Lessor prevails in such action, Lessee shall pay all expenses of such action incurred at any and all stages of litigation, including costs, and reasonable attorney fees for Lessor.

h. **Applicable Law and Venue**. The Parties agree that this Lease is entered into and is to be performed in the State of Tennessee, and that all provisions of this Lease and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County, Tennessee.

i. **Licenses, Permits, and Taxes**. Lessee shall be responsible for meeting all requirements and maintaining at its own expense all licenses, permits, certificates, and any other approvals or documentation, which may be required to properly and legally operate Lessee's business at the Nashville Municipal Auditorium. Lessee shall pay all taxes, fees, and charges required by any governmental authority in connection with Lessee use of the Premises. Lessor shall not be responsible for any taxes imposed on Lessee, and Lessee understands it cannot claim exemption from taxes by virtue of any exemption that is provided to Lessor.

j. **Waiver**. Any failure of Lessor to act in response to any breach of any of the provisions of this Lease shall not be considered as a waiver of its right to act on any subsequent violation or violations by Lessee, the right to terminate this Lease because of a material breach being a continuing one. No waiver by Lessor of any default shall operate as a waiver of any other default, or the same default on a future occasion, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.

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k. **Partnership/Joint Venture**. The Parties hereto are neither partners nor joint venturers and neither shall the Parties hold themselves out to be partners or joint venturers. This Agreement shall not be construed as a partnership, joint venture, or association. Anything herein to the contrary notwithstanding, neither Party is an agent of the other Party. It is expressly acknowledged that Lessor and Lessee are independent Parties. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. The Parties shall hold the status of Lessor and Lessee only.

l. **Loan Security**. Lessee shall not permit this Lease or the Premises to be used as security for any loan or mortgage.

m. **Compliance with Applicable Laws.** Each Party shall comply with all applicable laws, rules, and regulations, including without limitation local fire and building codes.

n. **Ethics.** Neither Party shall make any payment to an employee or official of the other as wages, compensation, or gifts.

o. **Books and Records; Rights of Inspection and Audit.** Lessee shall keep and cause any third parties to keep Books and Records in an accurate manner according to generally accepted non-profit accounting principles consistently applied. "Books and Records" shall mean all books, records, receipts, invoices (to the extent there are any), private event contracts (redactions for any non-financial terms is authorized), attendance, tickets sales and private venue event rental receipts, annual Form 990s, annual Audit Reports, and accounting reports or statements related to Admission Fees and Event Fees, and any other information or records relevant to Admission Fees and Event Fees. Such Books and Records shall be kept for a minimum period of three (3) years after the end of each five-year Lease Term. Lessor shall be entitled to inspect and examine at Lessor's expense and on an annual basis, the Books and Records for the purpose of this provision of the Lease. Lessor shall also be able to copy all Books and Records except for private event contracts for the purpose of this provision of the Lease. Lessee shall cooperate fully with Lessor in making the inspection.

p. **Hazardous Material.** For purposes of this Lease, a **Hazardous Material** is one defined as such by any state or federal statute or regulation addressed to environmental contamination. Neither Party shall bring or permit others to bring Hazardous Materials into the Auditorium. To the maximum extent permitted under Tennessee law, Lessee shall indemnify, defend, protect and hold harmless Lessor from and against any losses resulting directly or indirectly from any use, presence, removal or disposal of any Hazardous Materials or breach of any provision of this section, to the extent such Losses are a result of actions caused or permitted by Lessee or any person or entity for which Lessee is responsible.

q. **Notices.** Notices required herein may be given by express or first-class mail to the addresses below, with a courtesy copy sent by email. Each party may change the persons to be given notice by written notice to the other party.

Lessor:

The Metropolitan Government of Nashville and Davidson County
Municipal Auditorium Commission
Attn: Co-General Manager
417 4th Avenue North
Nashville, Tennessee 37201
Taneisha.Alexander@nashville.gov

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And to

Director of Law
Metropolitan Department of Law
PO Box 196300
Suite 108, Metropolitan Courthouse
Nashville, Tennessee 37219

Lessee:

Musician's Hall of Fame and Museum
Attn: CEO
401 Gay Street
Nashville, Tennessee 37201
Angela@musicianshalloffame.com

Courtesy copy of notices to Lessee:

Edell Howard Enterprises LLC
P.O. Box 121491
Nashville, TN 37215
Attn: Linda Edell Howard, Esq.
lindaedellhoward@gmail.com

r. **Notice of Claims**. Each Party agrees to give the other Party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity which may result in litigation related in any way to this Lease.

s. **Attornment.** Lessee shall attorn to any party succeeding to Lessor's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such Attornment as such party may reasonably request.

t. **Entire Agreement**. This Lease and its Attachments or Exhibits constitute the totality of the agreement between the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof except as set forth specifically herein.

u. **Administration of Lease.** Lessor shall maintain authority of this Lease and the authority to implement this Lease. Lessor shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, and/or enter into certain amendments of this Lease on behalf of Metro, except where the terms of this Lease expressly require the approval of a matter or the taking of any action by the Metropolitan Council.

v. **Amendment**. This Lease is subject to modification, alteration, amendment or change only upon the mutual agreement of Lessor and Lessee, reduced to writing and signed by the Parties. Any amendment, as prescribed herein, shall be of full force and effect, as though originally agreed to and incorporated herein. Notwithstanding the foregoing, no amendment shall become effective until it is approved by the Metro Directors of Finance, Insurance, and Law and filed with the Metropolitan Clerk.

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w. **Severability**. If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease is unlawful, invalid or unenforceable, the Parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

x. **Prior Leases Null and Void.** The Parties agree that this Lease replaces, supersedes, and renders null and void any and all prior leases, supplemental agreements and/or amendments between the Parties, including but not limited to the Lease dated May 11, 2015, as of the Effective Date, so long as it is fully signed, delivered, recommended for approval to the Metropolitan Council by the Metropolitan Auditorium Commission, and then approved by the Metropolitan Council.

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IN WITNESS WHEREOF, the Parties agree to this Lease Agreement and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of signature duly authorized to execute this contract.

LESSOR:

Metropolitan Government of
Nashville and Davidson County
Metropolitan Auditorium Commission

Chair

LESSEE:

Musicians Hall of Fame and Museum
401 Gay Street
Nashville, TN 37201

BY: Linda Chambers

(Signature)

Title: CEO / Board

RECOMMENDED BY:

Co-General Manager
Nashville Municipal Auditorium

Co-General Manager
Nashville Municipal Auditorium

APPROVED AS TO FUNDS

Signed by:
62377A2A8742469...
Director of Finance

Initial

DS

APPROVED AS TO INSURANCE

DocuSigned by:
68804BF12FD741C...
Director of Insurance

APPROVED AS TO FORM AND

DocuSigned by:
D4F54A5815BD454...
Assistant Metropolitan Attorney

FILED WITH METROPOLITAN CLERK:

Office of the Metropolitan Clerk

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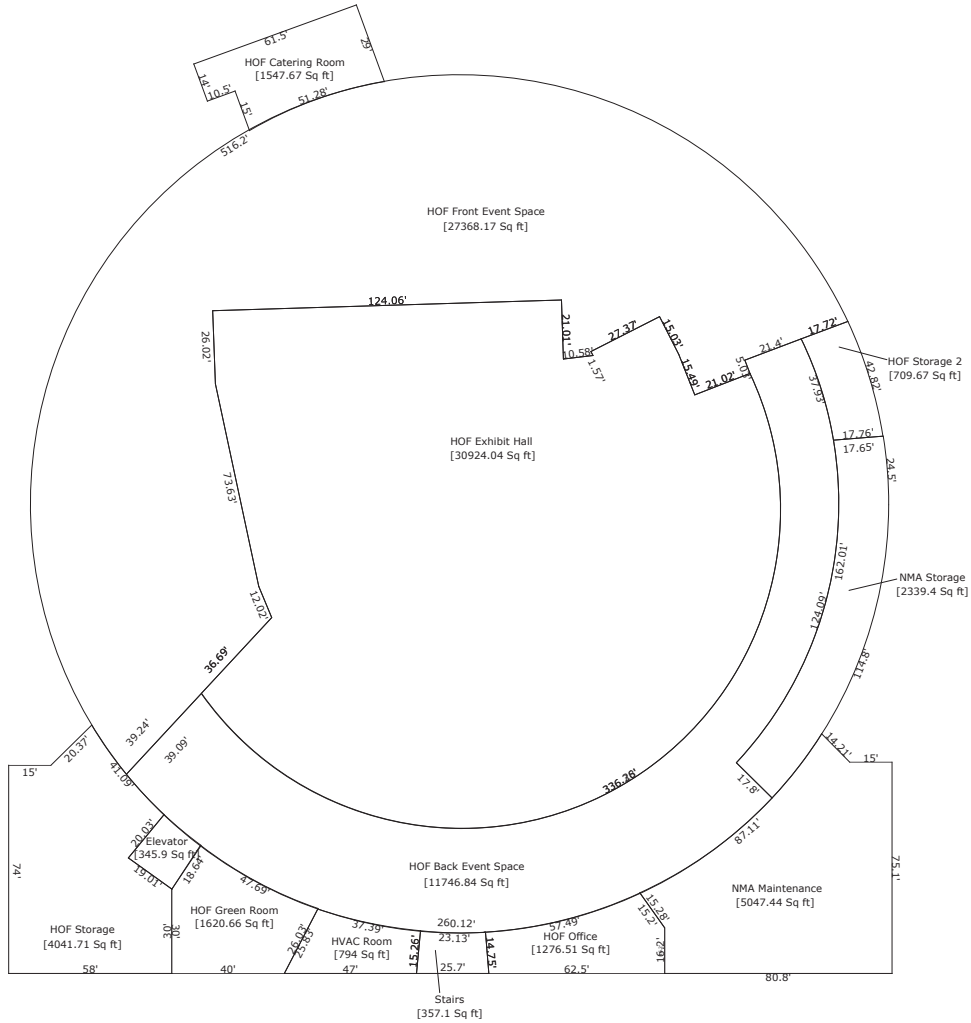
Exhibit A



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area	
NMA Storage	2339.4 Sq ft
NMA Maintenance	5047.44 Sq ft
HOF Office	1276.51 Sq ft
HOF Front Event Space	27368.17 Sq ft
HOF Exhibit Hall	30924.04 Sq ft
HOF Storage 2	709.67 Sq ft
HOF Back Event Space	11746.84 Sq ft
HOF Green Room	1620.66 Sq ft
HOF Catering Room	1547.67 Sq ft
HOF Storage	4041.71 Sq ft
Total Living Area (Rounded):	**86622 Sq ft**
Non-living Area	
HVAC Room	794 Sq ft
Stairs	357.1 Sq ft
Elevator	345.9 Sq ft

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Area Calculations Summary

Living Area		Calculation Details		
NMA Storage	2339.4 Sq ft	0.5 × 54.65 × 12.68	=	346.57
		0.5 × (72.3 + 54.65) × 21.82	=	1384.82
		27.78 × 17.7	=	491.7
		0.5 × 44.52 × 17.7	=	394.04
		0.5 × 1.4 × 17.7	=	12.39
		0.5 × 29.18 × 1.9	=	27.72
		Arc	=	803.74
		Arc	=	8.45
		Negative Arc	=	1130.03
NMA Maintenance	5047.44 Sq ft	75.1 × 15	=	1126.5
		0.5 × 10.1 × 10	=	50.5
		75.1 × 10	=	750.95
		0.5 × 55.8 × 48.81	=	1361.75
		36.39 × 55.8	=	2030.72
		0.5 × 20.19 × 8.84	=	89.26
		Negative Arc	=	362.25
HOF Office	1276.51 Sq ft	0.5 × 1.2 × 14.7	=	8.82
		62.5 × 14.7	=	918.69
		0.5 × 0.4 × 0.03	=	0.01
		0.5 × 1.5 × 5.97	=	4.48
		58.13 × 1.5	=	87.19
		0.5 × 58.13 × 12.4	=	360.38
		Negative Arc	=	103.06
HOF Front Event Space	27368.17 Sq ft	0.5 × 4.22 × 16.6	=	35.01
		0.5 × (8.73 + 4.22) × 18.2	=	117.79
		0.5 × (8.04 + 3.34) × 19.6	=	111.57
		0.5 × 3.58 × 5.7	=	10.19
		0.5 × 5.7 × 14.4	=	41.04
		8.04 × 5.7	=	45.84
		0.5 × 4.27 × 6.8	=	14.51
		0.5 × 6.8 × 13.4	=	45.56
		26.02 × 6.8	=	176.93
		0.5 × 14.87 × 23.7	=	176.27
		0.5 × 12.04 × 23.7	=	142.73
		31.64 × 23.7	=	749.96
		0.5 × 6.59 × 10.5	=	34.6
		0.5 × 1.3 × 10.5	=	6.82
		43.46 × 10.5	=	456.36
		0.5 × 0.44 × 0.7	=	0.15
		0.5 × 0.7 × 21	=	7.35
		50.05 × 0.7	=	35.03
		0.5 × 64.65 × 103	=	3329.22
		0.5 × 3.16 × 103	=	162.56
		68.34 × 103	=	7038.54
		0.5 × (11.99 + 23.24) × 24.95	=	439.35
		0.5 × 11.99 × 26.7	=	160.05
		0.5 × 0.14 × 4.6	=	0.32
		0.5 × 4.6 × 11.1	=	25.53
		98.5 × 4.6	=	453.11
		0.5 × 0.47 × 15.4	=	3.63
		0.5 × 15.4 × 72	=	554.4
		26.03 × 15.4	=	400.87
		0.5 × 26.03 × 1	=	13.02
		0.5 × 1.76 × 0.7	=	0.61
		0.5 × 5.38 × 1.8	=	4.85
		Negative Arc	=	42161.93
HOF Exhibit Hall	30924.04 Sq ft	0.5 × 21.18 × 26.91	=	284.98
		21.18 × 11.1	=	235.14
		0.5 × 19.03 × 11.1	=	105.62
		0.5 × 11.1 × 4.6	=	25.53
		44.81 × 68.1	=	3051.85
		0.5 × 116.76 × 68.1	=	3975.52
		0.5 × 68.1 × 14.57	=	495.97
		0.5 × 6.57 × 7.6	=	24.97
		3.9 × 168.02	=	655.28
		0.5 × 3.9 × 1.54	=	3.01
		0.5 × 3.9 × 0.83	=	1.63
		8.8 × 165.37	=	1455.28
		0.5 × 8.8 × 3.48	=	15.33
		0.5 × 8.8 × 0.34	=	1.49
		30.66 × 1.3	=	39.86
		0.5 × 10.5 × 1.3	=	6.82

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TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details		
HOF Exhibit Hall	30924.04 Sq ft	0.5 × 21.18 × 26.91	=	284.98
		21.18 × 11.1	=	235.14
		0.5 × 19.03 × 11.1	=	105.62
		0.5 × 11.1 × 4.6	=	25.53
		44.81 × 68.1	=	3051.85
		0.5 × 116.76 × 68.1	=	3975.52
		0.5 × 68.1 × 14.57	=	495.97
		0.5 × 6.57 × 7.6	=	24.97
		3.9 × 168.02	=	655.28
		0.5 × 3.9 × 1.54	=	3.01
		0.5 × 3.9 × 0.83	=	1.63
		8.8 × 165.37	=	1455.28
		0.5 × 8.8 × 3.48	=	15.33
		0.5 × 8.8 × 0.34	=	1.49
		30.66 × 1.3	=	39.86
		0.5 × 10.5 × 1.3	=	6.82
		0.5 × 1.3 × 0.51	=	0.33
		0.4 × 30.5	=	12.2
		0.5 × 0.4 × 0.2	=	0.04
		0.5 × 0.4 × 0.16	=	0.03
		1 × 30.19	=	30.19
		0.5 × 1 × 0.51	=	0.25
		0.5 × 1 × 0.5	=	0.25
		0.5 × 30.69 × 12.4	=	190.29
		17.2 × 123.47	=	2123.6
		0.5 × 17.2 × 0.66	=	5.69
		0.5 × 17.2 × 0.57	=	4.93
		0.5 × 124.13 × 3.8	=	235.84
		Negative Arc	=	17942.13
HOF Storage 2	709.67 Sq ft	0.5 × 41.8 × 12.5	=	261.23
		5.1 × 39.89	=	203.45
		0.5 × 5.1 × 1.9	=	4.86
		0.5 × 5.1 × 0.4	=	1.03
		0.5 × 40.3 × 11.5	=	231.7
		Negative Arc	=	35.31
		Arc	=	42.72
HOF Back Event Space	11746.84 Sq ft	0.5 × 112.34 × 18.2	=	1022.29
		0.5 × 5.38 × 1.8	=	4.85
		0.5 × 12.02 × 12.68	=	76.21
		0.5 × 4.8 × 2.8	=	6.72
		0.5 × 4.8 × 31.45	=	75.45
		4.8 × 104.15	=	499.84
		0.5 × 6.99 × 190.25	=	664.61
		0.5 × 190.25 × 111.01	=	10559.2
		29.62 × 190.25	=	5635.89
		0.5 × 29.62 × 26.6	=	394.06
		Negative Arc	=	2443.84
		Negative Arc	=	8314.26
		Arc	=	17950.36
HOF Green Room	1620.66 Sq ft	40 × 23.1	=	924
		0.5 × 23.1 × 12	=	138.6
		6.9 × 10.2	=	70.38
		0.5 × 15.6 × 10.2	=	79.56
		0.5 × 22.5 × 41.8	=	470.25
		Negative Arc	=	62.13
HOF Catering Room	1547.67 Sq ft	51 × 15	=	765
		61.5 × 14	=	861
		Negative Arc	=	78.33
HOF Storage	4041.71 Sq ft	0.5 × 11.06 × 15.46	=	85.51
		30 × 15.46	=	463.75
		0.5 × 31.16 × 12.76	=	198.79
		0.5 × 16.07 × 13.04	=	104.82
		72.23 × 13.04	=	941.94
		0.5 × 14.5 × 14.3	=	103.68
		74 × 14.5	=	1073
		74 × 15	=	1110
		Arc	=	39.77
Total Living Area (Rounded):	**86622 Sq ft**			

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Area Calculations Summary

Non-living Area			
HVAC Room	794 Sq ft	15.2 × 39.1	= 594.38
		0.5 × 15.2 × 7.9	= 60.01
		0.5 × 15.2 × 1.4	= 10.64
		0.5 × 40.5 × 7.72	= 156.34
		Negative Arc	= 27.37
Stairs	357.1 Sq ft	23.15 × 14.7	= 340.25
		0.5 × 1.35 × 14.7	= 9.95
		0.5 × 14.7 × 1.2	= 8.82
		0.5 × 23.15 × 0.5	= 5.79
		Negative Arc	= 7.7
Elevator	345.9 Sq ft	0.5 × 24.5 × 12.66	= 155.04
		2.8 × 22.16	= 62.06
		0.5 × 2.8 × 2.33	= 3.27
		0.5 × 2.8 × 2	= 2.81
		0.5 × 24.17 × 10.4	= 125.67
		Negative Arc	= 2.94

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MUSIHAL-01 PWOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sunstar Insurance Tennessee
319 W. McKnight Drive
Murfreesboro, TN 37129

CONTACT NAME: Peggy Wood
PHONE (A/C, No, Ext): (615) 893-5064 FAX (A/C, No):
E-MAIL ADDRESS: pwood@sunstartn.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company LTD	11000
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Musicians Hall of Fame and Museum
PO Box 23655
Nashville, TN 37202

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		20SBAAB4431	8/16/2024	8/16/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			20SBAAB4431	8/16/2024	8/16/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE	X		20SBAAB4431	8/16/2024	8/16/2025	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		20WECAJ8814	1/24/2024	1/24/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Metropolitan Government and Davidson County
Nashville Municipal Auditorium
417 4th Avenue
Nashville, TN 37201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Margaret Wood

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