

(A) **Basic Fee and Terms of Payment:** The estimated rental fee for space used, based upon expected minimum space usage is **\$xx.xx** final rental fee is subject to determination of actual amount of space used in each hall and meeting space, to be made at or before settlement. Licensee shall **deposit \$xx.xx (due with signed contract);** with the CVB at the time this Agreement is executed, which sum shall be credited toward payment of the rental fee upon settlement, or shall be forfeited to CVB as liquidated damages in the event of any default by Licensee under this Agreement. **FULL BALANCE OF PRE-DETERMINED ROOM AND EQUIPMENT USAGE DUE UPON INVOICE UNLESS OTHERWISE ARRANGED BY CVB EXECUTIVE DIRECTOR. ANY ADDITIONAL CHARGES WILL BE INVOICED.** (B) **Additional Sums:** Licensee shall also pay to CVB, on demand, in addition to the rental fee described above, any sum which may be due to CVB for additional services, accommodations, equipment or materials furnished or loaned by CVB to Licensee that are not covered by the basic rental fee under this Agreement or by addendum hereto. Any services, accommodations, equipment or materials provided by CVB for Licensee for which charges are not specified in this Agreement shall be charged to Licensee at prevailing rates.

5. **Event Cancellation and Default:** If Licensee cancels the Event prior to the scheduled date, or defaults in the performance of any term, condition or covenant of this Agreement, CVB may opt to terminate Licensee's right to use the Premises. In the event of such termination, Licensee shall not be relieved of its obligation to pay the entire rental fee and all other sums due from Licensee under this Agreement, less any rental fees collected by CVB by renting the premises for use by others during the dates specified for the Event. Any deposits made by Licensee shall be retained by CVB upon termination arising from Licensee's default or cancellation, as liquidated damages and not as a penalty. The Licensee shall be excused from liability and all monies applied to a future, rescheduled date if some unforeseen event beyond the control of that party prevents it from performing its obligations under the contract, specifically acts of war or acts of terrorism affecting the facility's ability to deliver the contracted product or service. In the event of a Federally issued "Level Red," applicable for Lucas County, the event will cease per direction of the United States Homeland Security Department. Licensee will be responsible for only those expenses incurred up to that point.

6. **Insurance:** (A) Licensee shall provide CVB, at least 30 days prior to the Event, with a certificate evidencing general liability and automobile liability insurance, with minimum policy limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage liabilities. The term of such coverage shall coincide with Licensee's dates of occupancy of the Premises, including move-in and move-out. **Such insurance shall specifically name the Toledo-Lucas County Convention and Visitors Bureau, Inc., and their respective Boards of Trustees, officers, employees and agents, as additional insureds.** Such insurance shall cover any damage or injury to any and all persons attending or property connected with the Event when such persons or property are located in the Centre because of Licensee's activity. The required policy or policies of insurance shall also contain the specific provision that the policy may not be canceled or reduced by the insurance carrier without giving 30 days prior notice in writing to CVB. The insurance policy or policies shall expressly waive any right of subrogation on the part of the insurer against CVB. (B) Responsibility for obtaining the required insurance shall be solely that of Licensee. If Licensee is not willing or able to obtain adequate insurance, then the Event may be canceled at CVB's sole discretion, and Licensee shall be liable for all scheduled expenses or losses sustained by CVB resulting therefrom. CVB shall not be liable to Licensee for any expenses or losses sustained by Licensee as a result of such cancellation. (C) Licensee agrees to provide, on demand, evidence of worker's compensation coverage for Licensee's employees, in compliance with the laws of the State of Ohio or other states, if applicable.

7. **Indemnity:** Licensee agrees to indemnify and hold harmless CVB, their respective Boards of Trustees, officers, employees and agents against any and all claims, demands, causes of action, damages, costs and liabilities, in law or in equity, of every kind and nature whatsoever, including court costs and legal fees, directly or indirectly resulting from or caused by Licensee's use or occupation of the Premises or other parts of the Centre, whether such use is authorized or not, and from any act or omission of Licensee, or any of its officers, agents, employees, guests, patrons or invitees. Licensee shall, at its sole risk and expense, defend any and all suits, actions or other legal proceedings arising from an act or omission by Licensee that may be brought or instituted against CVB, their respective Boards of Trustees, officers, employees and agents. Licensee shall pay for any and all damages to the Centre for loss or theft to or at the Centre, done or caused by Licensee, its officers, agents, employees, guests, patrons, or invitees. This indemnification does not apply to liabilities caused by the sole negligence of CVB, their respective Boards of Trustees, officers, employees, or agents. Licensee's indemnity obligations hereunder shall not be limited to the Liability coverage limits of insurance maintained by Licensee.

8. **Catering and Concessions:** Unless otherwise agreed in writing, CVB reserves to itself and its in-house caterer all catering and food service rights and privileges. Licensee shall make its own arrangements and agreement with CVB's in-house caterer for services and fees. CVB may set-up, sell and remove any concessionable merchandise, food, beverages, or service of any kind within the Centre, including but not limited to novelties, souvenirs, record albums, programs and coat checking. Licensee shall not permit any concessionable items to be sold by it or its contractors without the prior written approvals of CVB and, as to food items, CVB's in-house caterer. Free samples of food or beverages may not be distributed by or for Licensee without prior written approval of CVB. Tables and chairs set up by CVB in conjunction with concession operations shall not be charged to Licensee.

9. **Floor Plans:** Licensee shall provide CVB with a copy of a floor plan, which upon approval by CVB, shall be deemed a part of this Agreement. The floor plan shall indicate all spaces to be used by Licensee for exhibits and registration and provide to CVB at least 30 days before Licensee publishes or distributes to the public any material containing such information, and in no case later than 90 days prior to the commencement date of the Event. After approval by CVB, the floor plan may be forwarded by CVB to the Toledo City Fire Marshall for review of aisles and exits. CVB reserves the right, by written notice to the Licensee, to require Licensee to make such changes, policies described therein as CVB may deem necessary for the safe and efficient operations of the Centre. Failure by Licensee to make any such

changes, deletions, or additions requested by CVB within 10 days after receipt of notice shall constitute a default by Licensee under this Agreement.

10. Premises Acceptance: The Premises shall be accepted by Licensee "as is" according to the approved floor plan, and the cost of any additional rearrangement of existing equipment, furnishings and fixtures, to the extent permitted by CVB, shall be the responsibility of Licensee.

11. Security: Lessee shall provide for security as may be estimated by the CVB Executive Director to be required during the occupancy of such lease, and if any lessee fails or refuses to furnish the minimum required security, the CVB Executive Director may require same to be furnished and charge the cost thereof to the lessee or cancel the lease. Only the existing CVB contracted security firm may be used for security services.

12. Damage to Premises: Licensee shall pay the cost of repairing any damage to the Centre or damage to any property or equipment of the Centre or of any other person in any way resulting from Licensee's use of the Centre. Licensee shall return the Premises to CVB in the same condition as when possession was received by Licensee, reasonable wear and tear expected. Licensee shall not make or allow to be made any alterations of any kind to the Centre or equipment therein. Licensee shall not apply paint or attach nails, staples, hooks, tacks, screws, tape or adhesive to any walls, floors, ceilings, or other areas of the Centre or its furnishings or fixtures. CVB may apply Licensee's security deposit to the cost of repairing any damage for which Licensee is responsible under this paragraph.

13. Vehicles, Animals, Load Limits: Licensee shall not bring vehicles or animals into the Centre or the Premises without CVB's prior written consent. Licensee shall not exceed the published or posted load limits of any floor areas or ceiling tracks. The total number and weight of vehicles which may enter the Centre at any time shall be determined by CVB.

14. Cleaning: During preparation for the Event, CVB shall remove debris that can be handled by on-duty staff with broom and shovel. Other debris shall be removed promptly by Licensee. During the Event, CVB shall supply usual cleaning services for the uncarpeted aisles in the Premises and shall clean and supply sufficient restroom facilities. If the Event requires special housekeeping services, as determined solely by CVB, Licensee shall pay CVB the prevailing labor and equipment rates for providing such services. Licensee shall also pay for any special services required to restore the Premises at the end of the Event to the same condition as existed prior to the Event, ordinary wear and tear and reasonable amount of debris excepted.

15. Utilities: CVB shall provide customary utilities to the Premises, including lighting, heat, electricity, water and air conditioning at no additional cost to Licensee, except during strikes, accident, mechanical breakdowns or other causes beyond the reasonable control of CVB. At Licensee's expense, CVB shall exclusively furnish, install and provide any special lighting, electricity, compressed air, natural gas, telephone, water or waste service required by Licensee for the Event. Such services shall be provided on written order from Licensee at the then prevailing rates.

16. Centre Sound System: Licensee shall have the use of installed public address equipment in the Premises, and one microphone for the exhibit hall and each meeting room in which such public address equipment is installed. Additional sound equipment required by Licensee shall be furnished by CVB and charged to Licensee at prevailing rental rates plus labor. Requests for special recording, live tapes and broadcast links must be approved by CVB in advance and shall be charged to Licensee at the then prevailing rates. CVB may use the public address system to make any public announcements it deems necessary for the operation of the Centre.

17. Signs: Licensee may not post any signs or advertisements in the Centre without the prior approval of CVB. CVB may remove all signs or advertisements posted in a manner or location not approved by CVB.

18. Flammable Materials Protection and Insurance: All curtains, draperies, and decorations made from textiles of combustible fibers or flammable materials must be flame-retardant in a manner approved by the Toledo City Fire Prevention Bureau. Licensee shall not, without the prior written consent of CVB, put or operate any engine or motor or machinery on the Premises, or use oils, burning fluids, gasoline, kerosene, naphtha, propane gas or any other type of bottled gas or fuel for either mechanical or other purposes. Pyrotechnics shall not be performed without the prior written consent of CVB and the Toledo Fire Department. In such cases, special insurance requirements also must be satisfied, at the discretion of CVB.

19. Medical Services: CVB has available a non-staffed First Aid Facility with limited basic equipment. Licensee may, at its option, staff and have access to the First Aid Facility for use by its agents, employees, or guests while in or about Premises during Licensee's period of utilization of the Premises; provided that Licensee assumes all cost and liability associated with or arising from such use.

20. Control of Facilities: CVB shall at all times control the operation and management of the Premises and the Centre. CVB may enforce all necessary rules and regulations, including, but not limited to, reasonable restrictions on (I) the number of persons to be admitted to the Premises at any one time, and (II) the entrances, exits, hallways and corridors to be used by the public for access to the Premises and the Centre.

21. Entrances and Exits: CVB shall lock or unlock the designated entrances and exits of the Premises during the Event as Licensee may direct, subject to rules and regulations of CVB and public authorities. Materials and equipment shall be brought into and removed from the Centre only at entrances and exits designated by CVB. Licensee shall not obstruct any entries, halls, elevators or stairways in the Centre.

22. CVB's Use of Facilities: CVB, its agents, representatives and employees, shall have free access to the Premises at all times in the performance of their assigned duties. Areas of the Centre other than the Premises may be licensed to other persons or entities during the Event. CVB will not authorize any other licensee to engage in operations or activities that will materially interfere with Licensee's use of the Premises. CVB may use portions of the Premises for concession purposes during the Event and Licensee shall not be entitled to any payment or abatement of rent for such use by CVB.

23. Licensee's Property: Any property brought upon the Premises by Licensee shall be at the sole risk of Licensee and shall be promptly removed from the Premises at the end of the Event. CVB may remove all property remaining after the end of the Event and may store such property at Licensee's risk and expense. Any property remaining on the Premises or any property stored by CVB which has not been claimed by Licensee within ten (10) days after the end of the Event shall be deemed abandoned by Licensee. CVB may take possession of abandoned property and dispose of or store it at Licensee's expense. Licensee waives any right to claim the value of or any damage to abandoned property.

24. Responsibility and Control of Visitors: Licensee assumes full responsibility for the acts of all persons admitted to the Centre for the Event. CVB may eject any person or persons whose conduct it deems improper, and may evacuate the Centre during any activity in progress where it is deemed necessary for the safety or protection of the general public or CVB.

25. TV and Radio: Licensee shall not transmit or broadcast from the Premises a description of all or any portion of the Event by means of radio or television without the prior written consent of CVB, unless such broadcast is exclusively for and by professional news media. Licensee shall be responsible for all costs and arrangements for permitted transmissions and broadcasts.

26. Compliance with Rules and Laws: Licensee shall comply with all laws, ordinances, rules and regulations of the United States, the State of Ohio, the City of Toledo, Lucas County and CVB for the government and management of the Premises. Prior to the commencement of the Event, Licensee shall obtain and pay for all permits required for its use of the Premises, including gambling permits, if applicable. Licensee shall also pay any and all taxes and fees imposed by any governmental agency as a result of the Event. This Agreement shall be governed by the laws of the State of Ohio.

27. Destruction, Calamities and Acts of God: If the Premises or any part of the Centre is destroyed or damaged by fire or any other cause, or if any casualty or event beyond the control of CVB renders the fulfillment of this Agreement by CVB impossible, this Agreement shall be terminated. In the event of such termination, Licensee shall be liable only for rent and charges which have accrued as of the time of the termination; provided, however, that if the termination is due to or arises from an act or omission by Licensee or its agents, employees, members, licensees or invitees, then Licensee shall be liable for the entire rent and all accrued charges in addition to such other damages as may result from its acts or omissions. Licensee waives any claim for damages or compensation from CVB due to termination under this paragraph.

28. Waiver and Additional Remedies: Reference in this Agreement to any particular remedy shall not preclude CVB from any other remedy it may have at law or in equity or otherwise. CVB's failure to seek redress for any violation or to insist upon performance of any covenant or condition of this Agreement shall not prevent CVB from seeking redress for a subsequent violation. No provision of this Agreement shall be deemed to have been waived by CVB unless specific waiver is provided by CVB in writing.

29. Non-discrimination: Licensee shall not discriminate against any employee, any applicant for employment or any person desiring to attend or participate in the Event on the basis of race, political affiliation, religion, sex, national origin or handicap.

30. Copyrights: Licensee shall assume and pay all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices or dramatic rights for the Event.

31. Solicitations, Collections: Licensee shall not attempt or authorize any solicitations or collections of money in the Centre without the prior written consent of CVB.

32. Independence of Parties: Nothing in this Agreement shall be deemed to create any joint venture or principal-agent relationship or partnership between the parties, and neither party shall act toward third parties or the public in any manner which would indicate any such relationship with the other.

33. Severability: If any paragraph, section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unenforceable under applicable law, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

34. Non-Exclusive Right: CVB may re-enter any part of the Premises which becomes vacant during the Event. If CVB determines that such portion of the Premises is not needed for the Event, CVB may notify Licensee of such determination, and the unused portion may be offered and rented for other use, with receipts therefrom going to CVB after an appropriate adjustment to Licensee's fees. Licensee or its agents shall not in any way obstruct or interfere with the rights of other authorized licensees, occupants or users of the Centre.

35. **Complete Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all previous understandings. No verbal agreements for the use of the Centre or any part or facility thereof shall be binding upon CVB.

36. **Non-Assignment:** Licensee shall not sublease the Premises or assign its rights under this Agreement without CVB's prior written consent. Any such permitted assignment shall not relieve Licensee of its obligations under this Agreement.

37. **Other Conditions:** Any matters not expressly provided for in this Agreement shall be determined at the sole discretion of CVB. Licensee shall comply with the rules and regulations stated in CVB's service manual, a copy of which shall be provided to Licensee upon request.

38. **Notices:** Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be considered given when hand-delivered or deposited with the regular U.S. Mail.

IN WITNESS WHEREOF, this Agreement has been executed on the dates specified below by the parties hereto.

LICENSEE: _____

TOLEDO-LUCAS COUNTY CONVENTION and VISITORS BUREAU, INC.

By: _____
Name

By: _____
Name

Title

President & CEO
Title

DATE: _____

DATE: _____