



FACILITY RENTAL AGREEMENT

MONTEREY CONFERENCE CENTER
ONE PORTOLA PLAZA
MONTEREY, CA 93940

PART I GENERAL CONDITIONS

The CITY OF MONTEREY, hereinafter called CITY, hereby agrees to rent specified facilities within the MONTEREY CONFERENCE CENTER, hereinafter called CENTER to **Client Name** hereinafter called RENTER, subject to the following terms and conditions.

1. **CONTENTS:** This agreement shall consist of the following documents, which are hereby incorporated herein by reference, all of which collectively constitute the Facility Rental Agreement:

- Part I - General Conditions: **Please refer to policies on montereyconferencecenter.com**
- Part II - Special Conditions: **Exhibits, Entertainment, Non-Profit and Rigging Agreement**
- Part III - Rates and fees brochure dated: **August 2007**

The above listed documents represent the entire agreement and no statement, representation or other promise, direct or implied, shall be enforceable unless in writing and executed by both parties. Any document or provision inapplicable to this agreement shall be crossed out and initialed by the parties.

2. **SPACE RENTED:** RENTER shall have the right to use the spaces within the CENTER for the uses indicated, and on the dates and the times listed below.

- a. Permitted use: **Meetings/Exhibits**
- b. Space to be leased:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
m/dd/year	0:00 AM	0:00 AM	Exhibitor Move In	Serra Ballroom	Exhibits / Tabletops	108	\$ 0.00
m/dd/year	0:00 AM	0:00 PM	Tabletop Displays	Serra Ballroom	See Diagram	1,200	\$ 0.00
m/dd/year	0:00 PM	0:30 PM	Exhibitor Move Out	Serra Ballroom			\$ 0.00

For groups utilizing the services of the CENTER's preferred audiovisual provider, the rent shall be reduced as noted in the rates and fees brochure for each room that paid a/v equipment or services are utilized.

If the use of 500 sleeping rooms per night within the City of Monterey can be documented, meeting room rental fees (excluding exhibit space) at the CENTER are complimentary for each night the 500 sleeping rooms requirement is met. If the use of 450 sleeping rooms per night within the City of Monterey can be documented and the group exclusively utilizes the CENTER's preferred audiovisual provider, meeting room rental fees (excluding exhibit space) at the CENTER are complimentary.

Groups are responsible for providing the CENTER with the number of actualized sleeping room within 7 days of the last event day.

3. **SCHEDULE OF ADDITIONAL CHARGES:** Refer to CENTER rates and fees brochure. Refer to VAE standards and rigging agreement for fees related to audiovisual equipment, labor and outside vendor requirements. A technician is required with the rental of the Forum and the use of the Serra sound booth. The Forum technician fee will be waived up to a maximum of eight regular hours for each paid rental day. Refer to Hotel Internet Services for internet and analog services and fees. Tricord is the exclusive vendor for electrical services and applicable charges apply.

A fee of \$.05 per square foot per room per hour or part thereof for hours extending beyond standard rental hours will apply.

4. **INSURANCE:** RENTER shall obtain, and maintain in force during the entire period of this agreement, primary general liability insurance in the amount of **\$1,000,000.00** combined single limit, at a minimum. RENTER shall present to the City, at least 30 days prior to the start of the event or at the time of the execution of this agreement if less than 30 days remains until the specified usage date of the facility, a Certificate of Insurance; an endorsement naming the City of Monterey, its employees, officers and agents, as additionally insured; and an endorsement waiving any subrogation rights against the City.

5. **RENT, DEPOSIT, PAYMENT, CANCELLATION AND REFUNDS:**

a. **RENT:** The rent and special charges shall be as indicated in Paragraph 2 & 3 above and the rates and fees brochure referenced above.

b. **DEPOSIT AND PAYMENT:** RENTER shall pay **\$ (equal to the highest expected paid rental day)** to the CITY as advance deposit at the time this agreement is executed. The remainder of the rent, damage deposit if noted above, and supplementary charges shall be paid at least 30 days prior to the event. If this agreement is executed within 30 days of the event, one hundred percent (100%) of the rent shall be submitted as a deposit. CITY is authorized to apply said deposit against damages to the structure or damages for cancellation of the event as set forth herein. The rent and other required deposits or

documents shall be delivered to the Office of the Conference Center Manager, Monterey Conference Center, One Portola Plaza, Monterey, California, 93940 before 4:30 PM on **the due date**.

(1) Any invoiced fees and charges are due and payable by RENTER on or before the thirtieth (30th) day from the date of City's invoice, and shall be deemed delinquent if not received by City on or before such date.

(2) In the event that City does not receive payment of fees and charges, or any portion thereof within five (5) calendar days of the due date, RENTER shall pay 1% interest per month (12% annual rate) to any outstanding balances from the due date until the date that full payment is received ("payment date").

(3) Failure of RENTER to pay such overdue amount, plus interest within five (5) business days of the date of City's notice of such overdue amount, shall be an Event of Default.

c. **CANCELLATION AND REFUNDS:** The CITY has agreed to commit the space as outlined above to RENTER. CITY will hold this space in reserve exclusively for RENTER during the times specified on a definite basis. If this definite space is released or goes unused, and the CITY is unable to resell the space, RENTER will pay CITY the space rental fees expected as liquidated damages according to the following sliding scale:

(i) **Upon execution of the Monterey Conference Center facility rental agreement to 180 days prior to contracted start date:** Any space released from the definite space commitment not resold by the CITY, RENTER will pay the CITY 50% of expected space rental fees within 30 days after event is completed or after cancellation, if entire program is canceled.

(ii) **From 179 days to 90 days prior to contracted start date:** Any space released from the definite space commitment not resold by the CITY, RENTER will pay CITY 75% of expected space rental fees within 30 days after program is completed or after cancellation, if entire program is canceled.

(iii) **From 89 days to contracted start date:** Any space released from the definite space commitment not resold by the CITY, RENTER will pay CITY 100% of expected space rental fees within 30 days after program is completed or after cancellation, if entire program is canceled.

No refund will be made when the scheduled event is cancelled by the Conference Center Manager for noncompliance with the rules and regulations governing the management of the CENTER. When the scheduled use is otherwise cancelled by the Conference Center Manager, a full refund will be made. If said rent is not paid on or before the time specified herein, this license shall be void automatically and without notice.

6. DESIGNATION OF AGENCY:

a. For the CITY: The Conference Center Manager, Public Facilities Director, and the City Manager are the duly authorized agents for the CITY for the purpose of executing all documents. The Conference Center Manager is the CITY's agent for issuing rules, regulations, and orders for the use of the building. Whenever Conference Center Manager is used in this agreement, it includes his designated representatives.

b. For the Renter: RENTER agrees that the person or persons executing the agreement shall be the agents for the RENTER and shall have lawful authority to bind the RENTER in all matters pertaining to this license unless such authority is limited by the RENTER herein. RENTER shall at all times designate at least one agent with full authority to bind the RENTER, if RENTER is other than an individual. During the event, either the RENTER or his designated agent shall be on the premises.

7. **CITY APPROVED CONTRACTORS:** If any additional services not provided in this agreement are required by the RENTER, he shall make contractual agreements for said services and shall be solely responsible for performance under that agreement, including arrangements to fulfill the terms of that agreement, such as payment of parties thereto and other similar actions called for in the agreement, as well as conduct of those persons or entities used to provide services. The Conference Center Manager may preclude furnishings and equipment (such as pianos, projectors, tables, etc.) from being brought into the CENTER for use with events, if, in his opinion, they do not conform to the CENTER's standards for quality. CITY reserves the right to require either the RENTER or the contractor, or both, to provide CITY with adequate insurance, bonds, or other assurances that may be required, to insure that no damage is done to the structure and all rules, regulations and laws applicable to the work are followed.

Where the CITY has exclusive contracts for services at the CENTER and RENTER shall desire or require such services as a part of the use of the facility, those contractors must be utilized by the RENTER. The RENTER shall use the CENTER's exclusive caterer, electrician, rigger, technicians for the Forum and Serra, broadband and analog service providers. RENTER shall be responsible to comply with the conditions of each vendor's agreement and payment structure.

8. **FOOD AND BEVERAGE SERVICE AND MISCELLANEOUS CONCESSIONS:** Except in the case of local non-profit organizations meeting certain requirements, all food and beverage and miscellaneous concessions prepared, sold or consumed at the CENTER must be supplied by concessionaire or caterer approved by the CITY.

9. **CAPACITY - FIRE LAWS:** In no event shall the agreed upon room capacities be exceeded. RENTER shall comply with the "Shows and Exhibits, Fire Safety Requirements" adopted by the City of Monterey Fire Department.

10. **CLASSIFICATIONS AND TIME:** The rental rate is based on the period of occupancy of the facility between the hours of 6:30 a.m. until 11:59 p.m. Extending beyond the period of occupancy is at the discretion of the Conference Center Manager or designee. In no case may an event extend beyond 1:00 a.m., and the building must be totally vacated by 1:30 a.m.

11. USE OF PREMISE:

a. **Nonexclusive Use:** Rental of space includes only the space designated, plus access to said space and use of common facilities such as lounge areas and rest rooms. RENTER acknowledges that other RENTERS may be using the CENTER and will not commit, nor permit to be committed, any act which interferes with the right of use of other RENTERS.

b. **Right of Entry by City:** CITY reserves the right of entry to any and all areas of CENTER by its agents and employees, not limited to the agents listed in Section 5 herein, to insure compliance with this agreement and any laws, rules or regulations. This right includes the right to enter locked storage areas and inspect goods, merchandise, or other contents therein.

c. **Right to Eject:** CITY reserves the right to eject, or cause to be ejected from the premises, any objectionable person or persons; and neither CITY nor any of its officers, agents or employees shall be liable to RENTER for any damages that may be sustained by RENTER through the exercise by CITY of such right.

d. **Obey all Laws:** RENTER shall obey, and shall cause his agent, employees, contractors, guests, and any other persons using the rented space, to obey all laws, ordinances, rules and regulations, including, but not limited to, any laws requiring the RENTER to take affirmative action to protect or further the civil rights of any person or persons.

e. Renter is responsible for equipment owned, leased, under control of, or brought to Facility by Renter, its employees, officers, agents, subcontractors, hired parties, or invitees as a result of its rental of the facility. Any and all such equipment shall be set up and secured in a safe manner including, without limitation, securing and/or taping down any loose cables, cords and wires that are part of equipment.

f. Defacement of Facility: RENTER, his agents, employees, contractors, guests, and other persons using the rented space, shall not injure, mar, nor in any manner deface the premises or any furniture, fixtures, or equipment therein, and shall not cause or permit anything to be done whereby the said premises, furniture, fixtures, or equipment are injured, marred, or defaced. RENTER will not drive, or permit to be driven, nails, hooks, tacks, staples, or screws into any part of the building, furniture, fixtures or equipment therein, and will not make or allow to be made any alterations of any kind to said building, furniture, fixtures or equipment.

g. Payment for Damages: RENTER shall pay for any damage done by himself, his employees, agents, contractors and any persons he directly or indirectly permits to use the rented space.

h. Storage: RENTER shall not store any flammable, explosive or otherwise dangerous substance on the premises, nor any item of contraband, nor any goods, substance or material which is unlawful to possess. CITY shall not be liable for any item lost, damaged, destroyed, or stolen which is stored on the premises or used during the event.

i. Amplified Sound/Noise Level: RENTER understands that other functions may be scheduled in different portions of the CENTER, at the same time as the EVENT. RENTER agrees to ensure that amplified sound used in connection with the EVENT shall not disrupt or interfere with other events or persons using the CENTER. Furthermore, RENTER shall immediately comply with the CITY's request to reduce the noise generated by the EVENT.

j. CITY reserves the right to terminate, without liability of any kind to RENTER or to any person who had paid admission, any show, entertainment or other event which may injure or damage the facility or its occupants, or in any way endangers the public health, safety and morals, or is immoral or obscene, or invokes a rowdy or unruly response from the audience, or incites to riot or violence, or violates the rules, regulations or limitations established by the Conference Center Manager.

k. Limit of City's Liability: RENTER agrees and acknowledges that City's liability for any termination, interruption or other impairment of the Event for any reason (including, without limitation, City's passive or active negligence), other than City's willful misconduct or unlawful acts shall:

- (1) Be limited to the fees and charges paid by RENTER to the City for use of the Facility for such Event; and
- Not include any lost revenue, incidental or consequential damages, or other claims, known or unknown, arising from such termination, interruption, or other impairment of the Event

12. SIGNS, POSTERS, FLYERS OR BANNERS: RENTER, his promoters, agents, employees and assigns shall comply with all City of Monterey ordinances which prohibit the posting of signs on utility poles, trees, shrubs, benches, roofs, above the first floor of any building, or on public property. Signs are not permitted on or near the exterior of the CENTER. Signs encroaching over the public right-of-way are prohibited unless an encroachment permit is granted by the Monterey City Council. No sign publicizing an event shall be displayed for more than five (5) consecutive days.

RENTER understands that he shall be responsible for any illegally or improperly posted signs regarding renter's event, regardless of who posted the signs or whether renter specifically authorized such posting. RENTER shall immediately remove any signs which violate this section. Failure to comply with this section may result in cancellation of this Rental Agreement and/or the assessment of a fine of up to fifty dollars (\$50.00) per illegal sign.

13. GRATUITIES: As municipal employees, the staff of the CENTER is not permitted to accept gratuities or gifts of any kind. RENTER agrees not to offer gratuities or gifts of any kind to CITY's employees.

14. INDEMNIFICATION: RENTER agrees to indemnify, defend and hold CITY, its agents, officers, employees and contractors harmless from and against any and all costs, expenses or liability incurred as a result of any claim, suit, lien, or other legal proceeding resulting from RENTER's use of the MONTEREY CONFERENCE CENTER. It is understood the CITY is indemnified from its officers, agents and employees own acts of passive negligence that solely or contributorily cause CITY's liability, but is not indemnified for its own acts of active negligence or willful misconduct that may solely or contributorily cause any such liability under this agreement.

15. FORCE MAJEURE: The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable, illegal, or impossible to provide the facilities or to hold the Event. It is provided that this agreement may then be terminated for any or more of such reasons by written notice from one party to the other.

16. VALIDITY: If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

17. GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

18. ACCEPTANCE FOR AGREEMENT: RENTER's acceptance of this signed rental agreement for the use of the MONTEREY CONFERENCE CENTER shall constitute his sole and complete agreement with the CITY. This agreement shall have no force or effect whatsoever unless and until it has been executed by the Conference Center Manager and by the applicant.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on _____.

FOR THE CITY OF MONTEREY:

FOR THE RENTER:

Signature

Signature