

FACILITY RENTAL AGREEMENT, PART II SPECIAL CONDITIONS, ENTERTAINMENT AND ADMISSION EVENTS

The following provisions are made part of that facility rental agreement between the CITY OF MONTEREY, and «ACCOUNT» dated XXXX in accordance with paragraph 1 of that agreement.

The following terms and conditions are applicable to all events which provide entertainment, which are open to the public and/or for which an admission charge is made.

1. RENT: The rent shall be ten percent (10%) of the gross admission receipts or the base rental as set forth in Part I, Section 3, whichever is greater. RENTER shall also pay for additional services rendered as set forth in Parts I & II.

2. GROSS RECEIPTS-DEFINED:

a. Gross receipts shall be the face value of tickets sold or issued by RENTER. Each ticket shall bear on its face the sales price and RENTER shall not sell any ticket for more than its face value. RENTER may sell tickets at less than face value, but said reduced sale shall not reduce the gross receipts due the CITY. Any tax levied by the CITY shall be excluded from gross receipts.

b. RENTER may give up to _ complimentary tickets and may deduct said tickets from gross receipts provided. RENTER will provide ten (10) complimentary tickets to the Conference Center Manager, to be used at his discretion. These tickets may be deducted from gross receipts.

3. SECURITY: RENTER will provide _ CITY approved security personnel at his expense. At least 30 days prior to the event, RENTER shall submit security arrangements to the Conference Center Manager for review and approval. The Conference Center Manager may require that a partial security force be available several hours before door opening. The remaining security personnel shall report to, and be deployed by, the Conference Center Manager or his representative at least one half (1/2) hour prior to the doors opening for the event; and shall remain on duty until dismissed by the Conference Center Manager.

4. TICKETS:

a. RENTER shall designate a bonded ticket treasurer approved by the CITY. All admissions tickets shall be delivered to said treasurer. All tickets will be printed by a bonded ticket printer unless otherwise approved by the Conference Center Manager. Duplicate manifests must be provided the treasurer and the Conference Center Manager. If available, a copy of each daily advanced sale report shall be provided to the Conference Center Manager.

b. Tickets shall be available to the general public from at least one primary identified source in Monterey at their face value continuously from the date the tickets go on sale.

c. Tickets must be made available to the public, at their face value, at the MONTEREY CONFERENCE CENTER beginning at 10:00 a.m. the day of the event, and continuing to the start of the event, unless the event has been sold out prior to the day of the event. RENTER shall be solely responsible for providing all necessary personnel for the sale of tickets and security of the sales area. RENTER shall have adequate personnel on duty to sell tickets for the event.

d. The Conference Center Manager shall be empowered to terminate sale of tickets or limit the admission of ticket holders if in his judgment additional sales would threaten the safety or health of persons previously admitted, or would result in damage to the facility.

e. For performances in the Serra Ballroom, tickets will be sold on a reserved seat-basis only.

f. The Conference Center Manager may require RENTER to refund the amount of any ticket or tickets for cause. Cause shall be any reason that reflects upon the integrity of the MONTEREY CONFERENCE CENTER or the CITY, and includes but is not limited to, failure of the performance, or any part thereof, to commence in a timely fashion; failure of an advertised act or performance to appear; failure of the sound, projection or other production equipment; false or misleading advertising of the event or any portion thereof, and overselling of seats. The exercise of this section, whether for all or a portion of the tickets sold, shall not reduce the rental fee due and owing hereunder.

5. CONTRACT FOR PERFORMERS: RENTER warrants that he has valid, properly executed and compatible contracts with all performers and/or persons owning the rights to any performance or portion thereof. Upon demand, RENTER shall submit copies of said contracts and/or written proof of copies of said contract. Copies of technical riders shall be provided to the Conference Center Manager 15 days prior to the event.

6. REHEARSAL RATES: Rental of the Serra Ballroom and the Steinbeck Forum include one full and uninterrupted dress rehearsal for eligible non-profit groups only. This time, approximately four hour, will be arranged by the Conference Center Manager so as not to conflict with other scheduled rental uses. The date and hours are subject to cancellation upon 72 hours notice. Additional use for rehearsals will be charged at 50% of the base rental rate. RENTERS not eligible for non-profit rate may rent facilities for rehearsals at the regular rental rates. All charges for labor will be a direct cost to the RENTER.

7. SETTLEMENT:

a. Rental fee settlement shall be made within one hour after the close of the final session of the event unless prior agreement is reached in writing. Reimbursable costs shall be paid at said time in addition to the rental due. Reimbursable costs shall be as estimated by the Conference Center Manager in this agreement, including any contingency amount set forth therein. Any unused portion of the estimated amount shall be returned to licensee as soon as possible, but in no event longer than 45 days. If the actual amount exceeds the estimated amount, RENTER shall pay said amount within 30 days after billing.

b. CITY shall have the first lien against ticket office receipts and all property of RENTER upon the premises of the CITY for all unpaid rental fees, reimbursable expenses and taxes due the CITY, if any, for the event covered by this license. The CITY is empowered to withhold from ticket office receipts all such items and if such funds are not available at the conclusion of the event, to impound RENTER's property. Should such unpaid charges remain unpaid ten days after the termination of this agreement, the CITY shall have the power to sell such property at public auction, and to apply cash proceeds from such auction to the retirement of the unpaid charges, including the costs of said auction. This sale shall relieve the RENTER of his debt only the extent of the funds received and any balance still owing shall be due and payable.

8. ENTERTAINMENT MORALS: No performance, exhibition, or entertainment shall be given in the MONTEREY CONFERENCE CENTER which is illegal, indecent, obscene, or immoral. Should any exhibit or performance, or any part thereof, be deemed by the Operation Manager to be indecent, obscene, lewd, immoral or in any manner publicly offensive, then said person, on behalf of the CITY, may require that such portions of the exhibition or performance be immediately deleted or rewritten to the extent necessary to remove their offensive character. Appeal of this decision may be made to the Public Facilities Director or City Manager.

9. ADVERTISING: The Conference Center Manager shall require submission and approval of advertising materials to assure "truth in advertising" and good taste. Wherever the MONTEREY CONFERENCE CENTER is referred to in advertising, it shall be identified as the "MONTEREY CONFERENCE CENTER". The Conference Center Manager may require withdrawal or correction of advertising not approved by him, which in his opinion does not meet the intent of this provision.

10. ACCOUNTS AND AUDITS: The Conference Center Manager, or his authorized representative, shall have the right at any time to inspect, copy and audit any and all books, records, and papers of the RENTER pertaining in any way to the use of the MONTEREY CONFERENCE CENTER.

11. BROADCAST, RECORDING, TELEVISION RIGHTS: The CITY retains all broadcast, recording and television rights. Recording includes both audio and visual, or a combination of both, whether by film, television, or any other means. RENTER shall not broadcast, record or televise the event or any portion thereof without the express written consent of the CITY and subject to such terms, conditions and fees as may be contained in said consent.

12. BUSINESS LICENSE TAX: If applicable, RENTER shall secure a business license from the CITY OF MONTEREY and pay all fees connected therewith at least 10 days prior to the event. If applicable, RENTER shall require all agents or other parties operating under this license to secure a business license from the CITY OF MONTEREY at least 10 days prior to the event.

13. PERMITS AND LICENSES: RENTER shall secure or cause to be secured all necessary federal, state or local permits required and any other right or entitlement necessary to the event and shall file written proof of said permit or entitlement at least 10 days prior to the event.

Said license, permits and entitlements shall include, but not be limited to, the following where applicable:

- a. Resale Permit (State sales tax).
- b. Right to use trademark or copyright.
- c. Payment of royalties where required, including payment or royalties to ASCAP and BMI.

RENTER shall be solely responsible for ascertaining the permits required, whether listed herein or not, for paying all fees and charges in connection herewith, and shall hold the CITY harmless, defend and indemnify against any claim or judgement for failure to secure said permit, license or other entitlement.

FOR THE CITY OF MONTEREY:

FOR THE RENTER:

Signature

Signature

DATE: _____

DATE: _____