

VETERANS' MEMORIAL
Civic & Convention Center
Of lima/Allen county

This Usage Policy is a part of the License Agreement for the Veterans' Memorial Civic and Convention Center of Lima/Allen County (hereinafter referred to as the "Civic Center", and the regulations herein must be adhered to.

Should Licensee be found in violation of any of the provisions of this Usage Policy, the Civic Center may immediately consider the License Agreement null and void and Licensee will forfeit all advance payments made to the Civic Center and be liable for all rental fees and other expense incurred, whether or not the event actually occurs.

The aforementioned License Agreement and this Usage Policy are the only agreement between the parties relative to the Civic Center and no oral statements or prior written matter shall have any force or effect.

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1. FOUR WALL “RENTAL RATES

Rental rates for the CIVIC CENTER facilities are based on a “four-wall” policy. The basic rental fee includes, in addition to the space or room, normal janitorial service, head and/or air conditioning, and normal lighting. Rental fees for individual meeting rooms will include the same, and, in addition, a reasonable number of chairs and/or tables and speaker’s lectern. There may be an additional labor charge for greater than normal clean-up and/or set-up requirements.

Rates do **NOT** include tables and/or chair set-up and rental for Exhibit Hall events or other special requirements such as ushers, security, ticket takers, stagehands, sound and lighting operators (when required), exhibit/convention booth equipment, audio/visual equipment, license fees etc.

Rates for the above service and additional equipment requested shall be charged at the current CIVIC CENTER approved rates which are available upon request.

2. BOOKING POLICY

“Tentative” dates may be requested by a potential LICENSEE and will be held up to forty-five (45) days prior to the proposed event, at which time a License Agreement must be signed and the necessary deposit made to confirm the date/ or, until a second party requests the date being held on a “tentative basis”. Should this occur, the original party holding the date will be contacted and given the option of “confirming” the date within forty-eight (48) hours by signing a License Agreement and making the required deposits or releasing the date to the second party. If the date is released, the second party must “confirm” the date at that time with a License Agreement and required deposit, within a forty-eight (48) hour period.

3. INSURANCE

For public and/or private events to be held in the Crouse Performance Hall, any of the Exhibit Hall, the LICENSEE shall furnish and deliver to the CIVIC CENTER not later than fifteen (15) days prior to the planned event, the following insurance policies or good and sufficient certificate in lieu thereof as evidence of such insurance.

- a. Public liability insurance, which shall be in the comprehensive general liability form, including general liability, automobile liability, and without being so limited, operations, elevators and escalators, which shall name as join insured the LICENSEE, CIVIC CENTER, and all exhibitors under contract with the LICENSEE for the event.
- b. The insurance contemplated herein shall be in not less than the following minimum limits:
 - 1. Bodily injury in the amount of not less than \$100,000 per person and \$500,000 per occurrence;
 - 2. Property damage liability in the amount of \$100,000 for any one occurrence.

- c. Where applicable, worker's compensation insurance covering all employees for the LICENSEE working on or in connection with the event or production described herein in accordance with Ohio Worker's Compensation Laws and carrying an "all states endorsement". The LICENSEE warrants that it will not permit any activity upon the premises until said exhibitor has filed with the LICENSEE a Certificate of Insurance or other competent evidence showing the existence of valid worker's compensation insurance covering all employees of the exhibitor upon said premises during the period of occupancy specified herein.

4. INDEMNITY

LICENSEE agrees to conduct activities upon the premises so as not to endanger any person lawfully thereon. LICENSEE expressly agrees to protect, indemnify, and save harmless the County and CIVIC CENTER, their officers, agents, and employees from and against any and all liability, damage, or expense for, upon or by reason of (i) any injury or injuries, including injuries resulting in death, received by any person, firm, or corporation to his, her or its property, and (ii) any loss of property received, done, or occurring to, on or about the CIVIC CENTER used by the LICENSEE there under, unless the same results from the negligence of the County, the CIVIC CENTER Board of Trustees, or their employees or agents in the operation or maintenance of the CIVIC CENTER building and premises, it being expressly understood that the LICENSEE shall pay for any and all damages, to loss of, or theft of the CIVIC CENTER premises or property which occurs in connection with the LICENSEE'S use of the premises under this License unless the same is caused by the negligence of the County, the CIVIC CENTER, or their servants, agents, or employees.

5. PROGRAM REQUIREMENTS

LICENSEE shall file with the CIVIC CENTER Management, at least ten (10) days prior to holding of a performance or attraction for which this License is issued, a full and detailed outline of all facilities required, all stage and sound requirements, move-in and move-out and chair setup and other information as may be required by the CIVIC CENTER concerning the use of the premises by the LICENSEE. LICENSEE understands that unless this section is abided by as required, the CIVIC CENTER may assess the requirements for the event using its judgment

6. PERSONNEL

The LICENSEE shall furnish to the CIVIC CENTER such information as the CIVIC CENTER may require to determine the personnel required for LICENSEE'S use of the CIVIC CENTER premises and facilities, such information to include, but not limited to, ushers, traffic directors, policemen, and guards.

Unless otherwise agreed to in writing, the Director shall determine the number and type of personnel required for the event and shall provide such personnel, with the expense thereof to be charged to the LICENSEE. Such personnel shall be under the supervision and control of the Director of the CIVIC CENTER (hereinafter referred to as Director) unless responsibility and direction is otherwise mutually agreed upon in writing. The Director may, in his discretion, require by written instruction that the LICENSEE employ all such personnel, in which case, such personnel shall be under the supervision and control of LICENSEE, and such personnel shall be neatly clad, and shall be clean, orderly and polite in their speech and conduct, and LICENSEE shall replace of such persons who do not meet with the approval of the Director immediately upon notice by him to do so, the CIVIC CENTER, through the Director reserving the right to approve decorators, caterers, contractors, and other service personnel or agencies employed by the LICENSEE.

7. EXPIRATION OF LICENSEE: CONDITION OF PREMISES

At the expiration of the time of occupancy hereinabove set forth, the LICENSEE shall quit the premises of the CIVIC CENTER and return to the Director all equipment, and the facilities shall be in as good condition and repair as before LICENSEE'S use thereof, except for ordinary wear and tear. Should the premises or equipment of the CIVIC CENTER under this License be damaged, lost or stolen while being used by the LICENSEE, by LICENSEE'S agents, employees, patrons, invitees, or guests or by any person admitted to the premises by or with consent of the LICENSEE, the LICENSEE shall pay to the CIVIC CENTER upon demand such sum as shall be necessary to restore the premises or equipment to its condition at the commencement of this License, fair wear and tear excepted. The LICENSEE does hereby assume responsibility for the acts and conduct of persons admitted to the premises with consent of the LICENSEE or with the consent of LICENSEE'S agent or employees. The Director shall have the right, but not the duty, to take any action deemed appropriate by him to protect the premises and equipment of the CIVIC CENTER.

8. MOVE-OUT

If any such property is not removed with the stated time, the CIVIC CENTER may dispose of the same as unclaimed property pursuant to the provisions of Ohio Law. Any LICENSEE redeeming any such property, prior to sale in the manner herein provided, shall pay a reasonable transfer and storage expense of such property.

9. ASSIGNMENT

It is expressly understood that the use by LICENSEE is under a License only and no relationship of landlord or tenant is created. LICENSEE has no right to sublet the premises or any part thereof, or to suffer any use of said premises other than herein specified, and LICENSEE shall not assign this Agreement or any of the rights here under without the consent of the CIVIC CENTER.

10. EXTRA SERVICE

LICENSEE shall pay to the CIVIC CENTER, on demand, such other and further sums as may become due to the CIVIC CENTER on account of special facilities or services furnished or proposed to be furnished by the CIVIC CENTER, the fee for which is not included in the amount specified in the License Agreement.

11. COMPLIANCE WITH APPLICABLE LAWS – CONDUCT

LICENSEE will comply with all laws of the United States and of the State of Ohio, all ordinances and resolutions of the City of Lima, and the County of Allen and all rules, regulations, and lawful requirements of the Police and Fire Departments or other municipal authorities of the City of Lima and County of Allen having jurisdiction in the circumstances. LICENSEE will not do or suffer to be done by its agents, employees, guests, invitees, or patrons on the premises during the term of this License anything in violation of such laws. Ordinances, rules, or regulations, and if the attention of the LICENSEE is called by the CIVIC CENTER to any such laws, ordinances rules or regulations, and if the attention of the LICENSEE is called by the CIVIC CENTER to any such violation on the part of LICENSEE or any person employed by or admitted to the premises by LICENSEE, LICENSEE will immediately desist from or correct such violation.

12. PERMITS AND LICENSES

LICENSEE shall obtain all permits or licenses required by applicable laws, ordinances, rules and regulations.

13. ALTERNATIONS, SIGNS, AND POSTERS

LICENSEE shall not do, or permit to be done, upon said premises anything that will injure, mar or in any manner deface the said premises, and will not drive or install; or permit to be driven or installed, any nails, hooks, tacks, or screws in any part of the CIVIC CENTER building, will not make or allow to be made any alternations of any kind whatsoever to said building or any equipment thereof. LICENSEE shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, life-o-graphs, posters, or cards of any description on any part of the said premises, except upon regular billboards provided for such posters or cards, upon said billboards as related to the performance or exhibit to be given in the premises under this License.

14. ENTERTAINMENT STANDARDS

No performance, exhibition or entertainment shall be given or held in the CIVIC CENTER which is illegal, indecent, obscene or immoral, or which is wholly without redeeming social value, pornographic, or which contains sexually oriented material harmful to minors or patrons.

15. CONTROL OF PREMISES – INSPECTION BY LICENSEE

The CIVIC CENTER, equipment, materials, and supplies owned by Allen County and the CIVIC CENTER, and the premises, including the keys thereto, shall at all times to under control of the CIVIC CENTER, and its duly authorized representatives shall have the right to enter the premises at all times during the period covered by this License. Entrance and exits of said premises shall be locked and unlocked at such times as may be required for LICENSEE’S use of the CIVIC CENTER; but LICENSEE, at its expense, must, at all times, provide proper watch at all entrances and exits when the same are unlocked. This provision in no way shall relieve the LICENSEE of liability for loss or damage to property of Allen Count, Ohio, and the CIVIC CENTER from any, omission, or negligence, or from the duty of said LICENSEE, its officers, agents representatives, employees, and assigns, to exercise reasonable care with respect to said property.

16. ADVERTISING – SOLICITATION OF BUSINESS

LICENSEE shall not distribute or circulate, or permit to be distributed any materials at the entrance to, or in or about any part of the CIVIC CENTER except such advertising programs and materials as may pertain to the immediate attractions for which this License is granted.

17. HANDLING OF FUNDS

In the handling, control, custody and keeping of funds, whether the same are received through the Box Office or otherwise, the CIVIC CENTER is acting for the accommodation of the LICENSEE, and as to such funds, neither the County of Allen nor the CIVIC CENTER shall be liable to the LICENSEE or to any other person for any loss, theft, or defalcation thereof whether such loss, theft or defalcation is caused or done by employees of the CIVIC CENTER or otherwise; nor shall any officer or employee of the CIVIC CENTER be liable for any loss, theft, or defalcation of such funds unless such person willfully caused or permitted the same or unless such was caused approximately by such person’s gross negligence.

18. BROADCASTING – TELEVISION & RECORDING

No performance or event presented at the CIVIC CENTER shall be broadcast or televised or in any manner recorded for reproduction with the consent of the CIVIC CENTER, and then only up the express condition that all expenses pertaining thereto will be paid in advance by LICENSEE. The CIVIC CENTER reserves, and LICENSEE expressly waives, all recording, media and television, photographic, and motion picture rights with no exception unless otherwise agreed in writing.

19. STORAGE – NO RESPONSIBILITY TO CIVIC & CONVENTION CENTER

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the CIVIC CENTER, either prior to, during or subsequent to the use of the CIVIC CENTER by LICENSEE, the CIVIC CENTER and its officers, agents, and employees shall act solely for the accommodation of the LICENSEE, and neither the CIVIC CENTER nor its officers, agents, or employees shall be liable for any loss, damage or injury to such property.

20. OBSTRUCTION TO HALLS, ENTRANCE, PASSAGES, ETC.

No portion of the sidewalks, entryways, passages, vestibules, halls or way to access to public utilizes of the premises shall be obstructed or caused to be obstructed by LICENSEE, or caused or permitted to be used for any purpose other than ingress and egress, to and from the premises. Doors, skylights, stairways or openings that reflect or admit light in any portion of the building, including hallways, corridors and passageways, shall in no way be obstructed by LICENSEE. The water closets and water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweeping rubbish, rags, papers, or other portion of the facility or equipment of the CIVIC CENTER, of whatsoever character, shall be paid for by LICENSEE.

21. FLAMMABLE MATERIAL, FIREARMS, WEAPONS, SPECIAL EFFECTS

No flammable materials, such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decoration; and all materials used for decorative purposes must be treated with flame proofing and approved by the Fire Department. LICENSEE shall not, without the written consent of the CIVIC CENTER, or its designated representatives, put up or operate any engine, motor, or machinery upon the premises or use oil burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes of any other agent other than electricity for illuminating the premises. All fire arms and weapons used, demonstrated, discharged, or for decoration must be approved by the CIVIC CENTER and registered with the sheriff's Department. All special effects used, demonstrated, discharged or for decoration must be approved by the CIVIC CENTER and/or registered with the Fire Department.

22. UTILITY CONNECTIONS

Unless otherwise authorized by the CIVIC CENTER, all plumbing, electrical or carpentry work required to be done on the premises in connection with the LICENSEE'S use (except that required for heating and lighting) shall be done or furnished by the CIVIC CENTER or approved representative, for which the LICENSEE shall pay the CIVIC CENTER on the basis of the rates on file in the Administrative Office of the CIVIC CENTER.

23. EXHIBIT ENTRANCE

All articles, exhibits, fixtures, materials, displays, etc., shall be brought into or out of the CIVIC CENTER only at such entrances as may be designated by the CIVIC CENTER.

24. MOVIE PROJECTORS

No moving picture machine or film shall be used in the complex unless approved by the CIVIC CENTER and/or the Fire Department.

25. CONCESSION SALES

Concession rights shall remain the exclusive property of the CIVIC CENTER. Scheduling of operational hours and condition for operation will be at the discretion of the CIVIC CENTER Director. Under no circumstances will the LICENSEE benefit from the profits of these operations.

26. COMMISSION ON LICENSEE/PERFORMANCER SALES

Where souvenirs, novelties, records, tapes, and the like, are sold in conjunction with an event in the CIVIC CENTER by LICENSEE and/or performers and or their agents, a commission of 15% will be charged on the total gross sales as determined by audited inventory. All arrangements for this activity will be coordinated through the CIVIC CENTER and settlement of all amounts due the CIVIC CENTER will be made prior to “move-out”.

27. CATERING

Catering within the CIVIC CENTER facilities is available from professional catering businesses approved by the CIVIC CENTER. A list of approved caterers and information regarding the catering services can be obtained by contacting the CIVIC CENTER office. The CIVIC CENTER staff will be glad to assist LICENSEE with their catering requirements. On certain occasions, LICENSEE will be permitted to provide their own refreshments where they are limited to packaged or boxed foods such as potato chips, pretzels, peanuts, and the like. Due to State and local health codes foods in the category of sandwiches, meats, hors d’oeuvres, etc., may not be prepared off location and brought into the CIVIC CENTER except by authorized caterers operating licensed kitchens. Beverage type refreshments handled by the LICENSEE will be restricted to soft drinks, coffee, tea or non-alcoholic punch. All such arrangements must be made with the CIVIC CENTER at the time of contract signing.

28. ALCOHOLIC BEVERAGES

Due to State Law and Board of Control Policy, the following methods will apply with regard to the sale and/or service of alcoholic beverages within the CIVIC CENTER activities.

CASH BAR – At the request of the LICENSEE, cash bars will be made available at designed locations within the CIVIC CENTER at which time drinks will be sold at existing retail prices at the time of the event. Under this system, no expenses are incurred by the LICENSEE and all profits remain that of the CIVIC CENTER.

HOST BAR – Where the LICENSEE prefers to provide alcoholic beverages to those attending their event, LICENSEE must make all setup arrangements through the CIVIC CENTER. Under this method, all alcoholic beverages will be purchased through the CIVIC CENTER. A fee will be charged based on consumption and brand names requested and will include beverage costs, mixes, glasses, ice, bartender fees, etc. Fees charged for host bars can be obtained through the CIVIC CENTER Business Office. Requested host bar limits and/or an estimate of the host bar charges are due and payable in advance of the event. The CIVIC CENTER Director may elect, at his discretion, to waive this prepayment requirement, when local groups with past payment history are involved, and invoice the group upon completion of the final bar audit.

Under no circumstances will alcoholic beverages be purchase from outside the CIVIC CENTER for giveaway, sale or consumption on the CIVIC CENTER PREMISES.

29. OBJECTIONABLE PERSONS

The CIVIC CENTER reserves the right, but does not assume the duty, to reject or cause to be ejected from the premises any rude, insolent, drunk, intoxicated, disorderly or similarly objectionable person or persons; and neither the CIVIC CENTER nor any of its officers, agents, or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise of such right.

30. OPENING HOURS

A delayed starting time fee may be assessed by the CIVIC CENTER which is not to be more than \$10.00 per minute. The LICENSEE must open the doors of its public attraction as advertised unless otherwise agreed upon by the CIVIC CENTER.

31. OCCUPANCY DISRUPTION – ACTS OF GOD

In case the CIVIC CENTER shall be destroyed or damaged by fire or any cause, or if any other casualty of unforeseen circumstances shall render the fulfillment of this License by the CIVIC CENTER impossible, including without limitation thereof, the requisitioning of the premises by the United States Government or any arm or instrumentality thereof, or by reason of labor disputes, or for any other reason beyond termination; the LICENSEE shall pay rental for said premises only to the time of such termination at the rates herein specified, and LICENSEE hereby waives any claims for damages or compensation should this License be so terminated.

The CIVIC CENTER shall not be liable for any damage occasioned by failure to keep the premises in repair, nor shall it be liable for any damage occasioned by plumbing, gas, water, steam, sewage, heating, air conditioning, or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings, or otherwise.

32. USE OF SOUND SYSTEM

The CIVIC CENTER, at such reasonable time, or times as it may deem appropriate, may announce, describe and advertise over the sound system in the premises, including, without limitation, announcements, descriptions, and advertisements concerning other or future events being held or to be held in the premises in other parts of the CIVIC CENTER or elsewhere, and the CIVIC CENTER reserves and retains the right to use and may use the sound system and display advertising capabilities and facilities in the premises in any manner which in its opinion, shall be conclusive, is desirable or appropriate, provided that such announcements, descriptions and advertisements used do not disrupt or interfere with the event of LICENSEE.

33. REFERENCE TO NAME AND BUILDING

Subject to the provisions of this paragraph, LICENSEE may make mention or to the CIVIC CENTER in any advertisement, ticket, placard or other written or printed matter as well as any photograph, motion picture, televisions, tape recording or other matter, published or caused to be circulated or published by the LICENSEE, provided that, upon written notification to the LICENSEE by the CIVIC CENTER BOARD that such permission is withdrawn. The LICENSEE shall refrain from and discontinue such circulation or publication immediately and shall continue to refrain from further making such reference until such time permission is again granted by the CIVIC CENTER in writing.

34. COLLECTIONS

No collections, whether for charity or otherwise, shall be made or attempted without the PRIOR WRITTEN CONCENT OF THE CIVIC CENTER DIRECTOR, or his duly authorized representative.

35. CIVIC & CONVENTION CENTER NO PARTNER IN JOINT VENTURE

Nothing contained in this License shall be deemed to constitute the CIVIC CENTER and LICENSEE as partners or joint venturers with each other or with any other party. It is expressly understood the LICENSEE is, and shall at all times be considered and construed to be, an independent contractor, and in no way the employee or agent of the CIVIC CENTER.

36. NON-DISCRIMINATION

LICENSEE shall not discriminate in the use of the premises against any person because of race, creed, color, religion, national origin, political belief or affiliation, age or sex.

37. LAW ENFORCEMENT

It shall be the obligation of the LICENSEE to furnish adequate police protection for the event as herein provided. Unless otherwise agreed in writing, the CIVIC CENTER shall determine the number and type of police personnel required for the event and shall provide such personnel with the expense thereof to be paid by LICENSEE. Such personnel shall remain under the supervision and control of the CIVIC CENTER unless otherwise agreed in writing. The CIVIC CENTER, in its discretion, may require that the LICENSEE shall furnish all such police and guard personnel meeting the written instructions of the CIVIC CENTER; LICENSEE shall replace any of such police who do

not meet with the approval of the CIVIC CENTER immediately upon notice by it to do so.

38. COPYRIGHTED MATERIAL

LICENSEE agrees to assume all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights use on or incorporated in the conduct of said events; LICENSEE agrees to indemnify and hold harmless the CIVIC CENTER and Allen County from all damage, cost and expense and/or equity for or on account of the use of any patented, trademarked, or copyright materials, equipment, devices, process or dramatic rights furnished or used by the LICENSEE; or its contestants or exhibitors, in connection with this License.

39. FEDERAL COPYRIGHT ACT

LICENSEE certifies and warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the CIVIC CENTER harmless from any and all claims, losses, or expenses incurred with regard to alleged copyright infringement or violations of the Federal Copyright Act arising from LICENSEE'S use of the CIVIC CENTER.

40. COPYRIGHT FEES

Any and all ASCAP, BIM, SECAC or other copyright fees applicable to an event will be the full responsibility of the LICENSEE. Payment of the fees will be made by the LICENSEE directly to the applicable copyright agency.

41. DEFAULT – BANKRUPTCY – TERMINATION

It is understood and agreed that on account of the shortness of the term usually established under a license such as herein contemplated for event, performances, games, exhibitions, or attractions, and the scheduling thereof, the time is of the essence of this License Agreement, and this License shall terminate upon expiration of its term, or, at the option of the CIVIC CENTER if before or during the period hereof LICENSEE commits an event of default hereunder. Such events of default include the following:

- A. LICENSEE defaults in any obligation hereunder, or fails to comply with any applicable building regulations, or any local, state, or federal laws;
- B. LICENSEE has misrepresented the nature of the performance;
- C. There is damage to the premises, or civic commotion or such similar just cause to reasonable justify the opinion of the CIVIC CENTER that the contemplated use of occupancy or scheduled occupancy of the premises under this License would be unsafe for the public or for public property;
- D. LICENSEE makes a general assignment for the benefit of creditors or takes benefits or any insolvency act, a receiver or trustee is appointed for LICENSEE or LICENSEE'S property, or execution is issued pursuant to a judgment rendered against the LICENSEE;
- E. This License is assigned, passed to or devolves upon any person, firm or corporation other than the LICENSEE;
- F. LICENSEE attempts to assign this License Agreement without prior written

consent of the CIVIC CENTER.

- G. Use of the premises for the purpose or any of the purposes specified under this License is forbidden or temporarily suspended by competent public authorities.
- H. LICENSEE otherwise defaults in the performance or observance of any of its obligations or agreement contained herein, including the agreement to make payments as provided in the License Agreement: then and in any such event, this License shall, at the CIVIC CENTER'S option, expire as fully and completely as if such date and time of expiration were the date and time fixed herein for termination of the period and term of this License, and LICENSEE shall then quit and surrender the premises to the CIVIC CENTER, but LICENSEE shall remain liable as provided unless termination was due to no fault of the LICENSEE.

Default or Non-Payment: Lien Created – There is hereby created a consensus possessory lien in favor of the CIVIC CENTER on all personal property of the LICENSEE on the premises to secure payment of amounts due the CIVIC CENTER under this Agreement. In the event of LICENSEE'S failure to pay any payments due pursuant to this Agreement, the CIVIC CENTER may dispose of such personal property according to law.

42. REMOVAL OF TRASH AND MATERIAL

The CIVIC CENTER reserves the right to charge the LICENSEE for the removal of unusual amounts of rubbish, scrap paper, lumber, or other material and the LICENSEE agrees to pay for the same.

43. LOST ARTICLES

The CIVIC CENTER shall have the sole right to collect and to have the custody of articles left, lost, or checked in the building or premises, by persons attending any performance, exhibition, or entertainment given or held under this License, and neither the LICENSEE nor any person under LICENSEE'S authority shall collect or interfere with the custody of such articles.

44. INTERMISSION

LICENSEE agrees that for all programs or events lasting one hour or more, excepting religious services or other engagements specifically excluded, an intermission of no less than fifteen minutes shall be held, subject to modification by the CIVIC CENTER, when necessary to meet unusual circumstances.

45. COORDINATING USE OF SERVICES OR FACILITIES

LICENSEE acknowledges that besides the use of the premises as contemplated by the License Agreement the CIVIC CENTER, buildings and various parts thereof and areas therein, may be or will be used for the installation, holding, or presentation, and for the removal of activities, events, and other engagements, and that in order for the CIVIC CENTER to operate as efficiently as practicable, it will be necessary for LICENSEE and others using the CIVIC CENTER to share the use and availability of services and facilities and to determine when and the extent to which the sharing of such services and facilities is necessary or desirable. LICENSEE agrees to comply with such schedules so established and to cooperate in any sharing arrangements so determined. In no event shall LICENSEE enter or use any area, part, service or facility of the CIVIC CENTER other than those authorized

under this License without first obtaining approval and consent of the CIVIC CENTER Director, or his duly authorized representative.

46. PROPERTY DAMAGE

- a. It is understood that LICENSEE has inspected the premises and equipment that the same are in proper condition for the uses contemplated there under, and that there is no existing damage to the premises or to the equipment except that which has been noted in writing.
- b. That at the conclusion of the event (unless otherwise mutually agreed in writing), which is the subject of this License, the representatives of each of the parties shall inspect the premises to determine damage to, loss of, or theft to property, equipment, or CIVIC CENTER premises if any, which has been incurred or suffered in connection with the event. If the parties agree as to damage, theft, loss, and payment due the CIVIC CENTER for extra services and personnel furnished by the CIVIC CENTER, a detailed description thereof, and the amount thereof, shall be reduced to writing and signed by representatives of both parties.
- c. If the parties cannot agree as to the amount owed to the CIVIC CENTER, each shall make a separate list of damages, loss, theft, and amount due for extra services in personnel, which shall be presented to the County Administrator for disposition as soon as possible.

47. MAXIMUM TICKET SALES – OCCUPANCY LOAD

The LICENSEE shall not sell, cause or allow to be sold or issue admission tickets in excess of the seating capacity of the premises granted under this License. There shall not be admitted to the premises a larger number of persons than is allowed by the occupancy load permit under the Building Code and under the Fire Regulations. All ticket manifests and tickets will be sent directly to the CIVIC CENTER. Upon audit and recording, they will be released to the LICENSEE. If ticket outlets are to be used, LICENSEE shall supply to the CIVIC CENTER forms for such outlets.

48. REMEDIES CUMULATIVE: NO WAIVER

Reference to this Agreement to any particular remedy shall not preclude the CIVIC CENTER from any other remedy at law or in equity. The CIVIC CENTER'S failure to seek redress of violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not be deemed to have been waived by the CIVIC CENTER unless a specific waiver thereof by the CIVIC CENTER shall have been obtained in writing.

49. ENFORCEMENT

- a. In the event suit or action is instituted by the CIVIC CENTER to enforce compliance with the terms of this Agreement, CIVIC CENTER shall be entitled to be reimbursed by LICENSEE, in addition to all costs and disbursements, for a reasonable sum for attorney's fees.

- b. If the LICENSEE shall for any reason fail to occupy or use the premises as provided, the CIVIC CENTER may, in its discretion, retain any or all of the deposit set forth above or any other amount paid or payable by the LICENSEE to CIVIC CENTER, and in such event, the LICENSEE shall nonetheless be responsible for any disbursements or expenses incurred by the CIVIC CENTER in connection herewith.