



## USAGE POLICY

### TO ENSURE Public Safety AND SECURITY OF VMCC, PATRONS, AND LICENSEES FOR PRIVATE EVENTS, Public EVENTS AND PERFORMANCES

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 (VMCC), and the regulations herein must be adhered to. The VMCC is a public agency and complies with Ohio Revised Code and other applicable regulations.

Should Licensee be found in violation of any of the provisions of this Usage Policy, the VMCC may immediately consider the License Agreement null and void and Licensee will forfeit all advance payments made to the VMCC 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 VMCC 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 VMCC facilities are based on a "four-wall" policy. The basic Rental fee includes, in addition to the space or room for eight hours (unless otherwise specified), normal janitorial service, heat 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. 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. Additional fees may apply.

## **2. BOOKING POLICY**

Tentative dates may be requested by potential clients for the opportunity to secure facility usage. The tentative date will be held up to 45 days or until another potential client requests that date. If another client requests that date then the original party shall be contacted and given forty-eight (48) hours to place a deposit and move the event to confirmed and contracted status once the details are determined. If the original client releases the tentative hold, then the second party is required to place a deposit and move to contracted status.

Potential clients may request immediate confirmed dates by placing a deposit for the date in question (as long as the date in question is open at the time of inquiry) within 10 days of booking. The event will be moved to contracted status once the details are confirmed.

A deposit is required to confirm a desired date and is equivalent to half of the contracted balance due. Your balance due will be paid in full 30 days prior to the day of your event. (Additional charges may apply.)

Space and dates are considered confirmed with a paid deposit and/or under contractual commitment upon execution of a VMCCC License Agreement by the event sponsor and the VMCCC, specifying all details of the commitment. Corporate billing privileges are extended to approved-companies.

For the Convention Center amenities: If you cancel the event more than 180 days prior to the event date, the VMCCC will bill you a \$75 cancellation fee. If you cancel the event within 60-180 days of the event date, you are expected to pay half of the contracted balance (or half of the base rent). If you cancel the event less than 60 days prior and in a major event space (any section(s) of the exhibit hall or City Club you are still responsible for paying the full base rent. In cases where the event has been readied and you are a no-show, you will be held responsible for the balance of the contracted amount. No other refunds of deposit or other monies are implied by this policy.

For Crouse Performance Hall: peak times of the year are considered October through May. For events scheduled during peak times, clients may hold dates as tentative for up to 45 days. Once the date is confirmed, you are expected to pay half of the contracted balance (or half of the base rent). If you cancel the event less than 120 days of the event date, you are responsible for paying the full base rent.

## **3. INSURANCE**

For all events to be held in any portion of the facility the LICENSEE shall furnish and deliver to the VMCC 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 joint insured the LICENSEE, Board of County Commissioners, Allen County, Ohio, VMCC, 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 \$1,000,000 per occurrence;
  2. Property damage liability in the amount of \$500,000 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 VMCC, their officers, agents, and employees from and against any and all liability, damage, or expense for, upon or by reason of any injury or injuries, including injuries resulting in death, received by any person, firm, or corporation to his, her or its property.

Any loss of property received, done, or occurring to, on or about the VMCC used by the LICENSEE there under, unless the same results from the negligence of the County, the VMCC Board of Trustees, or their employees or agents in the operation or maintenance of the VMCC building and premises, it being expressly understood that the LICENSEE shall pay for any and all damages, to loss of, or theft of the VMCC 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 VMCC, or their servants, agents, or employees.

#### **5. PROGRAM REQUIREMENTS**

LICENSEE shall file with the VMCC Management, at least fifteen (15) business 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 VMCC concerning the use of the premises by the LICENSEE. LICENSEE understands that unless this section is abided by as required, the VMCC may assess the requirements for the event using its judgment.

#### **6. PERSONNEL AND SECURITY**

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

Unless otherwise agreed to in writing, the CEO 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 CEO of the VMCC (hereinafter referred to as CEO) unless responsibility and direction is otherwise mutually agreed upon in writing. The CEO may, in his/her 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. The LICENSEE shall replace of such persons who do not meet with the approval of the CEO immediately upon notice by him/her to do so, the VMCC, through the CEO 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 in the contract, the LICENSEE shall quit the premises of the VMCC and return to the CEO all equipment used 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 VMCC 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 VMCC 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 CEO shall have the right, but not the duty, to take any action deemed appropriate by him/her to protect the premises and equipment of the VMCC.

#### **8. MOVE-OUT**

If any such property is not removed with the stated time, the VMCC 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 VMCC.

#### **10. EXTRA SERVICE**

LICENSEE shall pay to the VMCC, on demand, such other and further sums as may become due to the VMCC on account of special facilities or services furnished or proposed to be furnished by the VMCC, 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. If the attention of the LICENSEE is called by the VMCC to any such laws, ordinances, rules or regulations and if the attention of the LICENSEE is called by the VMCC 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. ALTERATIONS, 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 VMCC building. The LICENSEE will not make or allow to be made any alterations 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-ographs, 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 VMCC 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 VMCC, equipment, materials and supplies owned by Allen County and the VMCC and the premises, including the keys thereto, shall at all times be under control of the VMCC 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 VMCC; 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 County, Ohio and the VMCC from any, omission or negligence or from the duty of said LICENSEE, its officers, agents representatives, employees and assigned 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 VMCC except such advertising programs and materials as may pertain to the immediate attractions for which this License is granted.

Please note that unless there is a signed contract in place at the VMCC, patrons are not permitted to publicize or promote events as being held at the VMCC. Patrons will be asked to cease and desist all publicity until contract is in place.

#### **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 VMCC is acting for the accommodation of the LICENSEE and as to such funds, neither the County of Allen nor the VMCC 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 VMCC or otherwise; nor shall any officer or employee of the VMCC 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 VMCC shall be broadcast or televised or in any manner recorded for reproduction without the consent of the VMCC and then only up the express condition that all expenses pertaining thereto will be paid in advance by LICENSEE. The VMCC 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 VMCC, either prior to, during or subsequent to the use of the VMCC by LICENSEE, the VMCC and its officers, agents, and employees shall act solely for the accommodation of the LICENSEE and neither the VMCC 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 utilization 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 VMCC, of whatsoever character, shall be paid for by LICENSEE.

#### **21. FLAMMABLE MATERIAL, FIREARMS, WEAPONS, SPECIAL EFFECTS, SMOKING**

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 VMCC, 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.

Any open flame used for décor is subject to Ohio Fire Code—open flame must be contained in a container where openings are on top and distance to the top is such that a piece of tissue paper

placed will not ignite in 10 seconds. All fire arms and weapons used, demonstrated, discharged, or for decoration must be approved by the VMCC and registered with the sheriff's department. All special effects used, demonstrated, discharged or for decoration must be approved by the VMCC and in accordance with Ohio Fire Code. No fog or hazing machines are allowed in the exhibit halls, City Club or the meeting rooms. No live or cut trees are permitted in the facility at any time unless they are treated with fire retardant and inspected by the Fire Marshall.

All Allen County facilities are tobacco/smoke-free; smoking is prohibited.

## **22. UTILITY CONNECTIONS**

Unless otherwise authorized by the VMCC, 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 VMCC or approved representative, for which the LICENSEE shall pay the VMCC on the basis of the rates on file in the administrative office of the VMCC.

The heating and cooling system in the VMCC is set at an average 72 degrees F. As patrons of the facility have varying comfort needs and the location of vents varies in the facility, event organizers should advise their guests to dress in layers to accommodate individual needs.

## **23. EXHIBIT ENTRANCE**

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

## **24. MOVIE PROJECTORS**

No moving picture machine or film shall be used in the complex unless approved by the VMCC and/or the fire department.

## **25. CONCESSION SALES**

Concession rights shall remain the exclusive property of the VMCC. Scheduling of operational hours and condition for operation will be at the discretion of the VMCC CEO. 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 VMCC 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 VMCC and settlement of all amounts due the VMCC will be made prior to "move-out".

## **27. CATERING**

Catering within the VMCC facilities is available from professional catering businesses approved by the VMCC. A list of approved caterers and information regarding the catering services can be obtained by contacting the VMCC office. The VMCC 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 VMCC except by authorized caterers operating licensed kitchens and having appropriate food protection coverage. 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 VMCC 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 VMCC activities.

**CASH BAR** – At the request of the LICENSEE, cash bars will be made available at designated locations within the VMCC at which time drinks will be sold at existing retail prices at the time of the event. All profits remain that of the VMCC. Tip jars will be set out at all cash bars. Drinks will be served in glasses/cups. No pitchers will be filled with alcohol and served to customers.

**HOST BAR** – Where the LICENSEE prefers to provide alcoholic beverages to those attending their event, LICENSEE must make all setup arrangements through the VMCC. Under this method, all alcoholic beverages will be purchased through the VMCC. A fee will be charged based on consumption and brand names requested and will include beverage costs, mixes, glasses, ice, bartender fees, etc. Drinks will be served in glasses/cups. No pitchers will be filled with alcohol and served to customers.

Fees charged for host bars can be obtained through the VMCC 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 VMCC requires a credit card to be kept on file for all host bars. Credit cards will be charged if host bar charges are not paid in full within two (2) business days of the event. The VMCC CEO may elect, at his/her discretion, to waive this requirement, when local groups with past payment history are involved and invoice the group upon completion of the final bar audit. In accordance with State Law, under no circumstances will alcoholic beverages be purchased from outside the VMCC for giveaway, sale or consumption on the VMCC premises. Tip jars will be set out at all host bars (if desired by client). The tips from a host bar will be added to the 18% gratuity billed to the client at the end of the event.

### **29. OBJECTIONABLE PERSONS**

The VMCC 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 VMCC 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 VMCC which is not to be more than \$40.00 per minute. The LICENSEE must open the doors of its public attraction as advertised unless otherwise agreed upon by the VMCC.

### **31. OCCUPANCY DISRUPTION – ACTS OF GOD**

In case the VMCC 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 VMCC 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 VMCC 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 VMCC, 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 VMCC or elsewhere. The VMCC 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 reference to the VMCC 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 VMCC 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 VMCC in writing.

### **34. COLLECTIONS**

No collections, whether for charity or otherwise, shall be made or attempted without the PRIOR WRITTEN CONCENT OF THE VMCC CEO, or his/her duly authorized representative.

### **35. CIVIC & CONVENTION CENTER NO PARTNER IN JOINT VENTURE**

Nothing contained in this license shall be deemed to constitute the VMCC and LICENSEE as partners or joint ventures 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 VMCC.

### **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. SECURITY AND 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 VMCC 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 VMCC unless otherwise agreed in writing. The VMCC, in its discretion, may permit that the LICENSEE shall furnish all such police and guard personnel meeting the written Instructions of the VMCC; LICENSEE shall replace any of such police who do not meet with the approval of the VMCC immediately upon notice by it to do so.

Security must be provided and paid by the client for all events during which alcohol is served and for all teen events. The CEO or Director of Event Services depending on the circumstance may require security for other non-alcohol events and/or public events. All officers for security will be obtained through the VMCC and/or the Allen County Sheriff's Office.

### **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 used on or incorporated in the conduct of said events; LICENSEE agrees to indemnify and hold harmless the VMCC 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 VMCC 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 VMCC.



#### **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 events, 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 VMCC 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 reasonably justify the opinion of the VMCC 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 VMCC.

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 agreements 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 VMCC'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 VMCC, 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 VMCC on all personal property of the LICENSEE on the premises to secure payment of amounts due the VMCC under this agreement. In the event of LICENSEE'S failure to pay any payments due pursuant to this agreement, the VMCC may dispose of such personal property according to law.

#### **42. REMOVAL OF TRASH AND MATERIAL**

The VMCC 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 VMCC 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 VMCC, 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 VMCC, buildings and various parts thereof and area 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 VMCC to operate as efficiently as practicable, it will be necessary for LICENSEE and others using the VMCC 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 VMCC other than those authorized under this license without first obtaining approval and consent of the VMCC CEO, or his/her 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 VMCC 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 VMCC for extra services and personnel furnished by the VMCC, 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 VMCC, 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 VMCC. Upon audit and recording, they will be released to the LICENSEE. If ticket outlets are to be used, LICENSEE shall supply to the VMCC forms for such outlets.

#### **48. REMEDIES CUMULATIVE: NO WAIVER**

Reference to this Agreement to any particular remedy shall not preclude the VMCC from any other remedy at law or in equity. The VMCC'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 VMCC unless a specific waiver thereof by the VMCC shall have been obtained in writing.

#### **49. ENFORCEMENT**

A. In the event suit or action is instituted by the VMCC to enforce compliance with the terms of this agreement, VMCC 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 VMCC 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 VMCC, and in such event, the LICENSEE shall nonetheless be responsible for any disbursements or expenses incurred by the VMCC in connection herewith.