



Contract Number: **34917**
Date Prepared: 4/15/15
Prepared by: cmw/rmi

**OREGON CONVENTION CENTER
LICENSE AGREEMENT**

This License Agreement is made and entered into by and between the Metropolitan Exposition-Recreation Commission, governing body for the **OREGON CONVENTION CENTER**, hereinafter referred to as "Commission", whose address is 777 NE Martin Luther King Jr. Boulevard, Portland, Oregon 97232; mailing address, PO Box 12210, Portland, Oregon 97212; and, **WESTERN AREA CONFERENCE OF YOUNG PEOPLE IN ALCOHOLICS ANONYMOUS**, hereinafter referred to as "Licensee", whose address is:

Authorized Agent: [REDACTED]
[REDACTED]
Company Name: Western Area Conference of Young People in Alcoholics Anonymous
Address: [REDACTED]
Lake Oswego, OR 97035
Telephone Number: [REDACTED]
Email Address: [REDACTED]
Tax ID Number: --- - ----

WITNESSETH:

WHEREAS, Commission operates and maintains the Oregon Convention Center, hereinafter referred to as "Center," in Portland, Oregon; and

WHEREAS, Licensee desires to use space in said Center;

NOW THEREFORE, and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows;

1. **Definitions:** As used in this Agreement, the following terms have the following meanings:
 - a. "Metropolitan Exposition-Recreation Commission" or "MERC" means the Commission established and authorized by Metro, the owner of the Oregon Convention Center, to manage the Oregon Convention Center.
 - b. "Metro" means the metropolitan service district organized under the laws of the State of Oregon and the Metro Charter. Metro owns the Oregon Convention Center.
 - c. "The Center" means the Oregon Convention Center, including all grounds and all parking lots managed by the Oregon Convention Center.
 - d. "aramark Sports and Entertainment Services LLC dba pacificwild catering co." or "Caterer" means the MERC Commission's exclusive contracted food and beverage management services provider.
2. **Use of the Center:** Commission grants Licensee permission to use the "Authorized Area(s)" in the Center on the dates described in 3(a) below, and at the rate(s) described in 3(b) below, for the following use:

**WESTERN AREA CONFERENCE OF YOUNG PEOPLE IN
ALCOHOLICS ANONYMOUS (WACYCAA)**

Licensee may not use these areas for any other purpose.

3. a) **Authorized Areas and Term:** Commission reserves the right to control all Lobby and Common Areas and will permit Licensee to use those areas of the Lobby and Common Area as is deemed appropriate for the event.

<u>Area/Use</u>	<u>Dates</u>	<u>Times</u>
<u>Exhibit Hall E</u> Event	Fri.-Sat., Dec. 18-19, 2015	7:00am-11:59pm

b) **Center Rental:** For the use of the Authorized Areas, Licensee shall pay to the Commission as follows:

Exhibit Hall E: Rent shall be \$3,550.00 per day for two (2) days for a minimum facility rental of \$7,100.00.

The minimum Center rent for License Agreement No. 34917 shall be \$7,100.00.

c) License Agreement shall become null and void unless fully executed by Licensee and returned to the Commission by **April 30, 2015**.

d) **Deposit Schedule:** Licensee shall pay a nonrefundable advance deposit in the amount of **\$1,775.00** at the time of execution of the License Agreement. Licensee shall pay the balance of the nonrefundable deposit, if applicable, as follows:

Upon booking: Nonrefundable advanced deposit in the amount of \$1,775.00 due.

30 days prior to event: Balance of the minimum Center rental fees in the amount of \$5,325.00 due.

14 days prior to event: 75% of anticipated Food and Beverage charges due.

3-5 business days prior to event: Guarantees and remaining balance of anticipated Food & Beverage charges due.

Licensee may pay for services by the following options: check, cash, ACH, wire transfer or credit card. Credit card payments are limited to a maximum amount of \$50,000 per event - not transaction. Wire transfer instructions and details are available upon request.

e) **Other Fees and Charges:** In addition to the Center rental charges, Licensee shall pay event-related charges at the Commission-approved rates effective **July 1, 2015**, which are incorporated herein by reference. All event-related fees can be found at <http://findit.oregoncc.org> and www.oregoncc.org.

f) Failure to make advance deposits as outlined above shall constitute immediate breach of this Agreement by Licensee. In the event of such failure to make advance payments as required, it is agreed that the Commission may, at its sole discretion, cancel this event and retain all deposits received for rental, apply such amounts to the amounts due and owing to Commission pursuant to paragraph 15, and Commission has any and all remedies available to it as outlined in paragraph 15.

g) The Commission will credit deposits paid against the costs of the event at the time the Commission prepares an invoice for the event. Licensee shall pay other event or service costs and the balance of the Center rental charge, if any, immediately on receipt of the Commission invoice. Interest will be assessed and paid at one and one-half percent (1-1/2%) per month on all balances due after thirty (30) days from the date of the billing.

4. **Insurance:** Licensee shall, at its sole cost and expense, procure and maintain the following insurance requirements, which shall be in effect during the term specified in Paragraph 3(a) of this Agreement.

a) Commercial General Liability policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities licensed hereunder. Such insurance to offer immediate protection to the limit of not less than \$1,000,000 per occurrence and such insurance shall include contractual liability assumed under the indemnification of the Commission and Metro by Licensee as set forth below;

- b) Worker's Compensation insurance providing coverage for Oregon statutory requirements and include;
- c) Employer's Liability Insurance with limits not less than \$1,000,000 each accident or disease;
- d) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, including loading and unloading operations;
- e) Commercial General Liability and Automobile Liability Insurance policies required by this Agreement shall name as **additional insureds**: Metro, MERC and the members, officers, directors, agents and employees of each entity;
- f) Licensee shall maintain with respect to each such policy of agreement evidence of such insurance endorsements as may be required by the Commission and shall at all times deliver and maintain with the Commission a certificate with respect to such insurance in a form acceptable to the Commission;
- g) Licensee agrees to provide all required certificates of insurance to the Center at least thirty (30) days prior to the time of occupancy, which will be **November 18, 2015**. Failure to do so shall constitute immediate breach of this Agreement by Licensee. It is agreed in that event that Commission, at its sole option, may terminate this Agreement. Any costs for such insurance is the responsibility of the Licensee. Commission may exercise any or all options in paragraph 15;
- h) The parties agree that the specified coverage of limits of insurance in no way limits the liability of the Licensee. Licensee shall obtain the written agreement on the part of each insurance company to notify Commission at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

5. Indemnification: Licensee agrees to indemnify, hold harmless and defend Metro, the Metropolitan Exposition-Recreation Commission and their respective members, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Licensee or its employees, agents, sub-contractors, exhibitors, or invitees or any other person entering the Center with the implied or express permission of Licensee. Such indemnification by Licensee shall apply unless such damage or injury results from the sole negligence or willful misconduct of the Commission. The Commission shall be responsible for the daily operations of the Center, including the actions of any Commission employees, volunteers, and contractors who are under the Commission's exclusive control, subject to any agreements the Commission may enter into which provide for the Commission's contractors to defend, hold harmless, and/or indemnify the Commission.

6. Waiver of Subrogation: Each party hereto hereby waives any and every claim during the terms of this License Agreement or any extension or renewal thereof for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the parties hereto. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give each insurance company written notice of terms of such waiver, and to have insurance policies properly endorsed, if necessary.

7. Taxes and Fees: Licensee agrees to pay promptly all sales, use, excise and any other taxes required by any governmental authority and shall obtain at its own expense all permits and licenses required by law in connection with its use of the Center.

8. Defacement of the Center: It is understood and agreed that the Commission licenses to Licensee the Authorized Area(s) in the Center "as is" and that the Licensee will make, at its own expense, all changes, alterations, installations, and decorations therein that are previously agreed to by Commission, and that Licensee will restore, at its own expense, the Center to the same condition in which it existed prior to any alterations made therein. Licensee shall be responsible for any costs to repair or replace property at the Center damaged or lost during the term of this Agreement, due to the actions of Licensee. Ordinary wear and tear, or by other cause beyond control of Licensee, is excepted.

9. Exclusive Services of the Commission:

a) **Concessions:** Concessions shall be defined as, but not limited to, the selling or dispensing of printed material, records, tapes, food stuffs, beverages (alcoholic and non-alcoholic), flowers, novelties, souvenirs, clothing, etc. The sale and/or distribution of the aforementioned items are solely the exclusive right of the Commission or its contracted agent. Sale of tobacco and tobacco products is not permitted.

b) **Food and Beverage Service:** The Commission's food and beverage service concessionaire is solely authorized to provide all food and beverage services at the Center. Licensee acknowledges that aramark Sports and Entertainment Services LLC dba pacificwild catering co. is the sole food and beverage provider for the Center. Licensee shall sign a catering service agreement with aramark Sports and Entertainment Services LLC dba pacificwild catering co. **within 14 business days prior to the event** and shall make all required deposits to the Oregon Convention Center within the timeframe required in the catering service agreement. No Licensee or exhibitor may dispense any food or beverage samples from exhibits, booths or any other areas within the Center without the prior written permission of the OCC Executive Director. Exhibitors having the need to distribute food or beverage samples unrelated to their business shall order these items from aramark Sports and Entertainment Services LLC dba pacificwild catering co. Any failure by Licensee to comply with any requirement in this subparagraph may be considered by the Commission to be a default under this Agreement.

OCC's liquor license through the State of Oregon's Liquor Control Commission (OLCC) requires that five different "substantial food items" must be available whenever alcohol is being served. The OLCC defines "substantial food items" as "food items prepared or cooked on the licensed premises and that are typically served as a main course or entrée." If Licensee requests bar service for any event, it must request a minimum food order that meets the standard of five "substantial food items".

c) **Booth and Aisle Cleaning.** The Commission is the exclusive provider of services for the cleaning of booths, aisles, and carpet. Licensee shall purchase such services from the Commission at the rates established by the Commission.

d) **Other Services.** On-site advertising, parking, electrical, compressed air, water, natural gas, telecom, wireless services, Business Center Services (including copier machines), coat and luggage check, badge check, ticket taking, usher services, Medical Specialists and automated teller machine services are provided exclusively by the Oregon Convention Center, except as specifically permitted by express prior written consent by the OCC Executive Director.

e) **Ticketing.** Ticket sales shall be conducted according to the guidelines set forth in the OCC Ticket Services Policies.

10. Security: Commission reserves the right to determine the type and quantity of security and/or law enforcement officers which will be required for any specific event, in its sole discretion. By way of example and not as a limitation, Commission reserves the right to determine in its sole discretion the following: (a) the minimum numbers of security personnel required; (b) assigned locations of security personnel, including patrols or stations within the Center; and (c) whether contract security, Commission employees, uniformed security, "T-shirt" or "peer" security, Portland Police Officers or other governmental law enforcement agencies, or any combination thereof, shall be required for any specific event.

Licensee shall contract with Commission-approved security providers for all security personnel needed for events. Security providers not previously approved by the Commission will not be allowed without prior written consent by the OCC Executive Director. A list of Commission approved security providers is available upon request.

11. Non-Discrimination: Licensee agrees not to discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public because of age, creed, ancestry, sexual orientation, gender identity, disability, color, sex, marital status, familial status, source of income, religion, or national origin.

12. Force Majeure: If the Authorized Areas or any part of the Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence (including any act of terrorism in the United States, but only if it occurs within the 90 days before the event) renders the fulfillment of this Agreement by Commission impossible or impracticable, then this Agreement shall be terminated and the Licensee shall be liable for fees, charges for support personnel and services, additional utility charges which have accrued only at the time of termination and all other fees paid by Licensee shall be returned by the Commission. Licensee hereby waives any claim for damages or compensation from Commission on account of such termination.

13. Non-Exclusive Use: Commission shall have the right to use or permit the use of any portion of the Center not granted to Licensee under this Agreement to any person, firm or entity regardless of the nature of the use of such other space. This right shall be subject to Commission's prudent business judgment and any approved Commission policy.

14. Liquidated Damages/Cancellation In addition to forfeiting the deposit referred to in paragraph 3 of this Agreement, if Licensee cancels the Event without cause after the described dates below, or if Commission terminates this Agreement for Licensee's default as set forth in Paragraph 15, Licensee agrees that these sums constitute liquidated damages in a reasonable amount because the Commission's damages are not readily ascertainable. The Commission shall be entitled to these liquidated damages in addition to all the remedies provided for by Paragraph 15 of this Agreement. In such case, Licensee shall pay to Commission immediately upon demand by the Commission liquidated damages in accordance with the following schedule:

<u>Date of Cancellation/Termination</u>	<u>Amount Payable</u>
After April 30, 2015	\$7,100.00 (100%)

Minus any deposits already rendered.

15. Default by Licensee and Commission Remedies: Licensee shall be in default of the Agreement if Licensee fails to pay any amounts due under the License terms, breaches any provisions of this Agreement or any other written agreement between Licensee and Commission including payment of fees and maintenance of required insurance in strict accordance with the Agreement, violates any applicable laws or ordinances during its use of the Center or should dissolve or cease doing business as a going concern or become insolvent or bankrupt. Upon such default by Licensee, the Commission may have one or more of the following remedies, in its sole discretion.

- a) Declare the entire amount of the balance due per the terms of the Agreement.
- b) Reenter the Center without being liable for damage therefore and relet the licensed area(s) or any portion thereof, or operate the same for the balance of the License Agreement period, receive rents due and apply them first to expenses of making the Commission whole and, second, to any expenses incurred for reentering the premises and reletting of the Authorized Area(s).
- c) Terminate the License Agreement by giving the Licensee written notice of such termination which shall not excuse breaches of the License Agreement which have already occurred and may reenter the Center as in b), above.
- d) Pursue any other remedies available to the Commission either at law or equity. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy.
- e) Commission may withhold and apply, without the necessity of resorting to any legal action, to any claim it may have against Licensee, all sums, receipts or deposits that may be in the possession of the Commission for or on behalf of the Licensee. Licensee agrees that the retention of such sums, receipts or deposits constitutes liquidated damages in a reasonable amount in that Commission damages are not readily ascertainable.
- f) Commission may, at its sole discretion, also terminate any other contract(s) with Licensee.
- g) Commission may, at its sole option, give Licensee written notice and an opportunity to cure the default.

16. Assignment: Licensee may not assign this Agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without the prior written approval of the Commission. Any attempted assignment without such prior approval shall be null and void.

17. Hazardous Substances: Licensee, its officers, employees and agents, and any exhibitors, customers or other participants in the event(s) covered by the License Agreement are prohibited from bringing any hazardous substance into the Authorized Areas or onto Commission property and are prohibited from allowing any hazardous substance to be brought into the Authorized Areas or onto Commission property. As used in this paragraph, "hazardous substance" has the meaning given that term in ORS 465.200. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substance that occurs as a result of Licensee's use of the Authorized Areas or entry on Commission property, Licensee shall, at Licensee's expense, prepare and submit the required

plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Metro and the Metropolitan Exposition-Recreation Commission and their respective members, officers, directors, agents and employees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the clean-up, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Authorized Areas of entry on Commission property. As used in this paragraph, "release" has the meaning given that term in ORS 465.200. Licensee's obligations under this paragraph survive termination or expiration of the Licensee Agreement.

18. Compliance with Laws: Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with laws, ordinances, orders, rules, regulations and requirements of all federal, state, county, metropolitan governments, commissions and officers whenever applicable, all rules and regulations of the Portland Police Department and the Portland Fire Department and all policies, rules, regulations established by the Commission for the use of the Center and the jurisdiction of the Commission. Any failure by Licensee, its employees, agents, contractors, exhibitors, patrons and invitees to comply with any of the requirements of this paragraph shall entitle Commission, its designee(s), successors or assigns, at its sole discretion, to cancel any existing contracts between Commission and Licensee, and/or deny Licensee, its successors, assigns, or alter egos, future use of any Commission or Metro facilities.

19. Copyrights and Proprietary Material: Licensee warrants that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during the Licensee's use of the Center unless Licensee has obtained written permission from copyright or trademark holder. Licensee covenants to comply strictly with all laws regarding copyrights, royalties and trademarks and warrants that it will not infringe on any related statutory, common law, or other right of any person during its use of the Center. Licensee will indemnify and hold the Commission and its officers, agents and employees harmless from all claims, losses, attorneys' fees, court costs and damages with respect to such copyright and proprietary material.

20. Building and Public Safety: Licensee agrees not to bring into the Center any material, substance, equipment or object which is likely to endanger the Center, the life of, or to cause bodily injury to, any person in the Center or which is likely to constitute a hazard without the prior written approval of the OCC Executive Director or designee.

21. Rules and Regulations: Commission's Rules and Regulations are hereby incorporated into this Agreement by reference. Commission reserves the right to make reasonable changes to such Rules and Regulations in writing from time to time. Licensee shall receive written notice of any changes.

22. Actions: Any Actions by one party to the License Agreement against the other arising out of the Agreement or of conduct, acts or activities of the parties hereunder shall be governed by Oregon law and shall be maintained in the Circuit Court of the State of Oregon or, if jurisdiction is proper, in the federal district court in Portland, Oregon. Licensee consents to the maintenance of any such action by the Commission against it in the Circuit Court of the State of Oregon and in federal district court in Portland, Oregon.

23. Severability: If any provision of this License Agreement or the Rules and Regulations which have been incorporated into the License Agreement by reference shall be declared invalid or unenforceable, the remainder of the provisions shall continue in force and effect to the fullest extent permitted by law.

24. Waiver: No waiver by the Commission of any default shall operate as a waiver of any other default on a future occasion or the same default. No delay or omission by the Commission in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.

25. Americans with Disabilities Act: OCC represents and warrants that as a place of public accommodation, the Center is in compliance with applicable regulations implementing the requirements of Title II of the Americans with Disabilities Act. Auxiliary aids or services required for Licensee's functions, including sign language interpreter, Braille or large print materials or other auxiliary aids or services, shall be the responsibility of the Licensee. In the event Licensee fails to provide ADA-required auxiliary aids or services, the Center may elect to do so and Licensee shall be billed for such aids or services under Section 3(e) of this Agreement. Licensee may contact the OCC Executive Director for assistance in addressing Center layout, architecture, design, electrical specifications, or other Center features that may be a factor in Licensee's efforts to comply with the Americans with Disabilities Act and its regulations. The Center shall make good faith efforts to assist the Licensee in meeting ADA

requirements, and the parties agree to negotiate allocation of any costs, other than auxiliary aids or services, which are incurred by the Center for this purpose.

26. Delivery of Notices: Any notice, request, demand, instruction, or any other communication to be given to any party hereunder shall be in writing as follows:

To Commission: in care of the Commission's Office at the Center, Attention OCC Executive Director.

To Licensee: at the address provided in the License Agreement or at any of the offices designated in writing and provided to the OCC Executive Director during the term of the License Agreement.

27. Licensee's Assumption of Responsibility: The Licensee expressly assumes full responsibility for all individuals connected with Licensee's use of the Center, including all its employees, agents, members, invitees and contractors.

28. Addenda and Attachments: Any addendum, services guide, rate schedules, statement of policy, requirements and/or operational items attached hereto are made a part of this Agreement as if copied in full herein.

29. Time Is of the Essence: Time is of the essence to this Agreement.

30. Entire Agreement: Except as provided in paragraphs 21 and 28, this document contains the complete and exclusive agreement between the parties, and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document has been or is relied upon by any party. No modification or amendment of this Agreement shall be in force or in effect unless in writing executed by all parties hereto.

31. Headings: The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the extent of any provision thereof.

32. Other Special Conditions:

Approval of Contract: This Agreement is not binding upon Commission until signed on behalf of the Commission. It will be effective on the date it is executed by the Commission.

METROPOLITAN EXPOSITION-RECREATION COMMISSION

LICENSEE: WESTERN AREA CONFERENCE OF YOUNG PEOPLE IN ALCOHOLICS ANONYMOUS

By: _____

By: _____

Title: Executive Director
Oregon Convention Center

Title: Facilities Chair

Date: _____

Date: _____

LICENSEE: WESTERN AREA CONFERENCE OF YOUNG PEOPLE IN ALCOHOLICS ANONYMOUS

By: _____

Title: Advisory Chair

Date: _____

OREGON CONVENTION CENTER RULES AND REGULATIONS

1. The following Rules and Regulations are an extension of the License Agreement and are designed to give the Licensee a clear and descriptive outline of the responsibilities and operation guidelines of the Oregon Convention Center.

2. Definitions:

A. Metropolitan Exposition-Recreation Commission or MERC means the Commission established and authorized by Metro, the owner of the Oregon Convention Center, to manage the Oregon Convention Center.

B. General Manager means chief executive responsible for the management of all Commission facilities.

C. OCC Executive Director means the Oregon Convention Center Director who reports directly to General Manager.

D. Center means Oregon Convention Center, including all grounds and all parking lots managed by the Oregon Convention Center.

E. License Agreement means the written agreement entered into by the Metropolitan Exposition-Recreation Commission and Licensee.

F. Licensee means individual, corporation, association, partnership or entity which is the responsible party utilizing the Oregon Convention Center.

3. Authority:

A. The OCC Executive Director shall have full responsibility for the operation of the Center and shall act for and on behalf of the Commission in management, supervision and control of the Center.

B. The OCC Executive Director is hereby authorized to enter into agreement with corporations, associations, individuals, partnerships and other entities for events in the Center that, in the OCC Executive Director's opinion, are in the best interest of the Center.

4. **License Agreement:** All License Agreements shall be in writing on forms, approved by the Commission's attorney, furnished by the Commission and executed for and on behalf of the Commission by the OCC Executive Director.

5. Building and Public Safety:

A. A public assembly permit may be required. The Commission will apply for a public assembly permit for Licensee's event. The permit fee varies and is established by the Portland Fire Bureau and is the responsibility of the licensee. The OCC Executive Director shall have the sole discretion to determine whether a licensee shall be required to obtain a public assembly permit.

B. Notice of Event Requirements and Floor & Ceiling Plans: Before the sale of any exhibit space, Licensee shall submit to Commission for approval a floor-plan for the event and, if requested, submit a description of all electrical, plumbing, communications systems or related work. At least thirty (30) days before the first move-in day of the event, Licensee shall provide the Commission with all other pertinent information required by Commission for the event such as room or hall set-ups, staging, technical requirements, and proposed food and beverage requirements/sets. Licensees who do not meet this deadline will be subject to an hourly fee.

C. Licensee shall conduct business only in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with Commission's Rules and Regulations as such may exist from time to time. Special permits and conditions are required for the display of vehicles, on-site cooking, and other. Please contact your facility event manager for permission to display and to obtain the appropriate permit application, if necessary.

D. No portion of the sidewalks, ramps, entries, doors, corridors, vestibules, hallways, lobbies, stairways, elevators, aisles or driveways shall be impeded by Licensee or its agents or used for any purpose other than ingress or egress from the Center. Access to public concession stand areas, utilities, fire suppression equipment, heating and air conditioning vents shall not be covered or obstructed at any time by Licensee or its agents.

E. Persons will not be permitted inside any area of the Center in excess of the established capacity.

F. The Center does not provide exhibit crate storage on site without specific written approval by the OCC Executive Director or designee. Licensee and Licensee's service contractors are expected to make all arrangements for storage of exhibit crates and packing materials if such approval is not granted by the OCC Executive Director or designee. OCC has limited storage available and will designate a portion of the dock space to the Licensee's decorator. Should permission be granted for crate storage, the cost would be \$.20/ square foot and would be billed to the Licensee's decorator.

G. The Licensee shall not permit any live animals, reptile, fish or bird to remain in the Center unless approved in writing by the OCC Executive Director or designee. Properly trained assistance dog accompanying a person with a disability is accepted. All such animals so admitted must at all times remain on a leash, within a pen, or under similar control.

H. The Center is a non-smoking public facility (includes electronic cigarettes). The OCC Executive Director or designee may, from time to time, at his or her discretion, designate specific smoking areas.

6. Rental Regulations and Schedule:

A. The rental fee designation in paragraph 3(b) of the License Agreement is due and payable prior to the occupancy of the Center.

B. The rental fee consists of fees for using identified areas of the Center. This includes minimum guarantees for exhibit space, meeting rooms, if applicable, and any other space or items identified.

C. A partial deposit is required (Paragraph 3d) with the execution of the License Agreement. Deposits are non-refundable except in such cases where the Commission is unable to deliver possession of the identified areas of the Center.

D. Licensee may pay for services by the following options: check, cash, ACH, wire transfer or credit card. Credit card payments are limited to a maximum amount of \$50,000 per event - not transaction. Wire transfer instructions and details are available upon request.

E. Net square feet shall consist of the actual display area used less normal aisles and corridors. Verification of total exhibit area utilized will be made on the first show day. Exhibit booth configuration and size of each booth shall be designated on final floor plan submitted by Licensee and approved by the OCC Executive Director or designee prior to occupancy of the Center by Licensee. Food areas and association booths up to one percent (1%) of total rented gross square feet are not included in net square feet calculations.

F. The maximum contractual hours of occupancy for events are from 6:00am - 11:59pm. Arrangements regarding activities beyond these hours must be made with your sales representative and will be subject to overtime charges.

7. Broadcast Rights/Recording: It is the responsibility of Licensee to make all arrangements for such recording, broadcasting, telecasting, videotaping, audio recording or transcription and to notify the facility, in writing, as to these arrangements. The Licensee is responsible for all costs associated with such broadcast and/or recording rights.

8. Exclusive Services:

A. The Center exclusively provides on-site advertising, parking, coat and luggage check, badge check, ticket taking, usher services, automated teller machines, business center, electrical, compressed air, telecommunications, wireless services (Wi-Fi) and all other utilities, booth and aisle carpet cleaning, food and beverage (catering and concessions), medical specialist and ticketing services. All charges arising from such services by the Center shall be charged at the scheduled rate for connections of the requested utility to the contract party, either the Licensee or its exhibitors, decorators and agents.

B. The Center allows third-party audio/visual contractors to operate in the Center. As electrical service is an exclusive service, electrical service will be charged to operate all third-party audio/visual contractor's equipment.

C. All event-related fees can be found at <http://findit.oregoncc.org> and www.oregoncc.org.

9. Utilities: The Center provides customary heat, air conditioning and lighting as normally available during actual show hours in the Center. One-half normal electric illumination will be allowed for move-in and move-out hours. Additional lighting, heating and air conditioning requested by Licensee will be assessed at the scheduled rates based on actual usage.

10. Facility Services:

A. The Center's personnel will maintain all public access areas that include lobbies, registration areas, concourses, hallways, restrooms, ballrooms and meeting rooms (except when utilized for exhibit space), at no extra cost to Licensee.

B. All janitorial and cleaning service, except as described in paragraph A above, beginning with the first leased day through the final leased day, shall be the responsibility of the Licensee.

C. In the event that no aisle carpeting is used, the Center will provide (at no expense) personnel and equipment to properly clean aisles prior to the opening of each show day. The costs to clean, scrub, sweep and mop aisles not associated with the normal course of business shall be borne by Licensee.

D. The Center will provide trash disposal receptacles for trash, debris and general packing material as a result of exhibiting in the Center. The Center provides recycling receptacles to attendees in lobby areas and specified locations and to exhibitors and decorators on the show floor during move-in/out. The Center recycles the

following: cardboard, pallets, shrink-wrap, table vinyl, paper (brochures, magazines and office paper), glass, wood, plastic bottles and aluminum cans, yard debris and pre-consumer organic waste from the kitchen. To learn more about the sustainable features and efforts of the Center, contact the Sustainability Coordinator. Costs to remove debris or trash not associated with the normal course of business shall be borne by the Licensee. Non-hazardous fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in a manner prescribed by the Center and it is the Licensee's responsibility to handle and dispose of these materials and any costs associated with this process.

E. Each ballroom or meeting room or combination will be provided with a specific size of skirted staging, head table with tablecloth and draping, water service for head table, heating/cooling, lighting within the room, one standard microphone and lectern, tables, chairs and one daily cleaning at no additional cost to Licensee, as provided in the rate schedule.

F. Any changes to the initial meeting room set, during the term of this agreement, will be subject to the prevailing rate for each of the individual meeting rooms and ballroom sections changed during the term of the agreement.

G. All parking rights are under the exclusive control of the Commission. The Center has the authority to write parking citations for those vehicles found in violation of any city parking violation.

H. All Business Center Services are defined as, though not limited to, copying, faxing, computer rental, shipping (under 150 lbs.), and other services will be exclusively provided by the Center. Licensee may at its own expense bring into the center, for the purpose of association business only, a copier, fax and computers as necessary.

11. **Ticketed Events:** Should the contracted event require the selling of tickets to gain admission, then the Center shall require the Licensee to follow the procedures outlined in the OCC Ticket/Box Office Policies.

12. Security/Medical Specialist (First Aid):

A. Licensee shall be responsible for complete security/medical specialist services in all areas licensed, including exhibit areas, meeting rooms, loading dock areas, emergency exits and any storage areas from the time of initial occupancy until the completion of move-out. Unarmed security services will be provided by the Licensee from the Commission approved security provider list and will be at the expense of the Licensee. A medical specialist will be required to be on duty for each event exceeding attendance of 1000 people. Events under 1000 people may be subject to medical specialist services at the discretion of the OCC Executive Director or designee.

B. When using 25,000 sq. ft. or greater of trade show space, the Center will require the Licensee to hire a minimum of one facility door attendant at each major entrance to control the ingress/egress of freight, materials, equipment and exhibitors connected with the event.

C. For any athletic or sporting type of event (including but not limited to: professional/amateur sports, cheer/dance, martial arts, etc.) Licensee may be required to schedule a certified trainer (or trainers) to treat all related medical needs for the athletes/competitors at the appropriate staffing level for the number of participants for the event. OCC's medical technician will still be required for the overall event and primarily focusing on spectators or any non-sport/competitive medical needs.

13. **Signs, Posters and Literature:** The Licensee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface the Center. Licensee will not permit nails, hooks, adhesive fasteners, tacks, screws or any other such device to be installed on any part of the building or premises. Signs may only be posted on approved areas or equipment for such use and all signs/posters must relate to the event to be held on the Center's property. The hanging of pictures, banners, signs or any other items on interior or exterior walls, ceilings, draperies or structure requires prior written approval by the OCC Executive Director or designee.

14. **Carpet/Floor Tape:** Licensee and exhibitors shall be responsible for utilizing Shur Tape or Bron Tape BT-100 or BT-105. Use of other tape not approved by the Center will result in additional prevailing labor charges to remove adhesive residue from facility carpet and/or concrete floor.

15. **Abandoned Equipment and Lost or Misplaced Articles:** Any equipment or articles of the Licensee or exhibitors remaining past the expiration of the license period may be considered abandoned and may be disposed of by the Center as the OCC Executive Director deems necessary and at Licensee's expense. The Commission shall have the sole right to collect and have the custody of any articles left on the premises by Licensee's invitees and to provide for the disposition thereof. The Commission shall assume no responsibility for losses suffered by the Licensee, its agents, servants, employees or invitees which are occasioned by theft or disappearance of equipment, articles or other personal property in and at the Center.

16. **Commission's Right of Entry:** In permitting the use of the licensed area(s), the Commission does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of such area. Duly authorized representatives of the Commission, City of Portland and Metro may enter the areas to be used and any other areas of the Center at any time and on any occasion without any restrictions. All facilities, including the area that is the subject of this Agreement, shall at all times be under the charge and control of the Commission.

17. **Objectionable Uses or Persons:** Any use of the Center which is not in the best interests of the Commission, or is in violation of any laws of the United States, the State of Oregon, the County of Multnomah, or City of Portland shall be a violation of the License and shall be grounds for immediate revocation of the license. Any person whose conduct is objectionable, disorderly or disruptive to the Center's use or in violation of any laws shall be refused entrance or shall be immediately ejected from the premises. Licensee assumes full responsibility for the acts and conduct of its exhibitors, agents, employees, licensees, invitees and attendees of the event.

18. **Residual Matters:** Any matters not expressly covered by this Lease or by applicable policy, rules and regulations adopted by the Commission shall be determined by the General Manager at his discretion.

19. **Solicitations:** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without the prior written approval of the OCC Executive Director.

20. **Failure to Vacate/Removal of Property:** Upon the expiration or sooner termination of License Agreement hereof, Licensee, or its designated representative, shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Center. Any such property not so removed shall be considered abandoned under paragraph 18 above.

21. **Balloons:** No lighter than air balloons shall be permitted in the Facility without the express prior written approval by the OCC Executive Director or designee.

22. **Fog/Smoke/Laser Lights:** No fog or smoke effects or laser light shows shall be permitted without the express prior written approval by the OCC Executive Director or designee. Use of special effects is not limited to the aforementioned items.