



## Space and Fees (continued)

- The Permittee agrees to pay for dock marshal, marshalling yard guard and door guard for move-in and move-out based upon building activities and show requirements in the exhibit hall.
- The Permittee may be required to have Fire Marshall(s) and First Aid Emergency Medical Technicians during meeting or event hours.

The Permittee agrees to pay for supplementary labor, equipment, and services at prevailing rates for changeovers or revisions.

### Deposit

- An advance non-refundable deposit in the amount of \$1,000.00 is due on or before Nov. 30, 2010 or this Permit shall become null and void.
- An advance non-refundable deposit in the amount of \$8,500.00 is due on or before April 20, 2011 for a total of a 50% deposit of the minimum base fee.
- An advance non-refundable deposit in the amount of \$9,500.00 is due on or before August 20, 2011 for a total of a 100% deposit of the minimum base fee.

All payments are due 30 days from the date of the invoice. The Permittee agrees to pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less, for any portion of the fee not paid within a 60 day period. The Permittee agrees to pay all of the Permitter's collection charges, court costs and reasonable attorney fees that are incurred to enforce this PFO and related agreements.

### Due Date

This PFO is only valid if it is received and signed by an authorized representative of the Permitter by the "Due Date" shown on Page 1 of this PFO, unless otherwise agreed to in writing by the Permitter.

### Access

The Permittee will not forbid or restrict entry to any area by the Permitter or its agents or contractors.

### Advertising/ Sponsorship

A flat fee in the amount of 15% of event sponsorship sales may apply for all third party advertising displayed in designated common lobby Space. Permitter must approve all lobby displays and locations at least 30 days in advance of the first day of occupancy.

### Assignment

This PFO is not assignable to any person or entity and is not valid for any person or entity other than the Permittee.

### Cancellation

If the Permittee cancels this PFO or fails to occupy the area agreed upon, all liquidated damages shall be immediately due and payable to the Permitter. Liquidated damages are defined as the entire agreed upon total minimum base fee, plus all costs incurred upon invoice.

### Capacity

The capacity of the space shall not be exceeded. The Permittee shall not allow any more people in an area than can be safely accommodated. The Permitter and the City Fire Marshall may limit the number of persons attending an event.

### Catering and Concessions

All catering and concessions prior to, during, and after the meeting, event or show must be performed by the Permitter's exclusive in-house caterer. Permittee is responsible for making arrangements and shall enter into agreement with the exclusive in-house caterer covering services provided and fees for such services. Samples of food and beverages may not be sold, given away or otherwise distributed without prior written approval of the exclusive in-house caterer or Permitter. Any distribution and/or sale of alcoholic beverages, other than by the in-house caterer, are strictly prohibited. Permittee agrees that it will not permit any concession items to be sold, distributed, or given away by it or its contractors or exhibitors without prior written approval of the exclusive in-house caterer or Permitter.

### Copyrights

The Permittee warrants that all copyrighted material to be used has been duly licensed or authorized by the owners and agrees to indemnify and hold the Permitter harmless from any claims, losses or expenses incurred with regard thereto. The Permitter reserves the right to require the Permittee to furnish proof of the license or authorization.

**Damage** The Permittee shall not cause or permit the Space and other areas of the MCC to be defaced, injured, marred or damaged in any manner. Permittee shall not make any alterations of any kind to the MCC or equipment therein. Permittee shall be responsible for and pay for the cost to repair any and all damage caused by Permittee's use of the Space and shall return the Space, the MCC and any other property to Permitter in the same condition as when possession was received by Permittee, reasonable wear and tear excepted.

An inspection of the Space and other areas of the MCC shall be conducted with representatives of Permittee and Permitter prior to and after the term to determine condition of the Space and other areas of the MCC and any damage thereto. Upon receipt of written notice from Permitter, Permittee shall pay the reasonable cost of any and all repairs required to be made to the Space, the MCC and any other property or equipment damaged as a result of the use of the Space and other areas of the MCC, including and not limited to civil disobedience or unrest that causes damage or loss of operation by Permittee, its agents, employees, contractors, invitees, attendees, patrons and guests.

In the event the Permitter is unable to determine if the Permittee is responsible for damage to the Space, other areas of the MCC and its contents as a result of the acts, omissions or behavior of the Permittee, its exhibitors, employees, patrons, guests or persons admitted to the Space by the Permittee, then the Permitter will prepare and submit a claim for coverage under the Permitter's property insurance policy for the MCC. The Permittee shall be responsible for the deductible of the Permitter's property insurance policy if the damage is covered by the policy.

**Discrimination** The Permittee agrees to comply with Minnesota statute §181.59, the Minnesota Human Rights Act (Minn. Stat. §363A.01 et seq.) (the MHRA), the Americans with Disabilities Act of 1990 (U.S.C. 42 U.S.C. 12181 et seq.) (the ADA), and Minneapolis Code of Ordinances, §139.50 (relating to Civil Rights and Non-Discrimination) incorporated herein by reference. Permittee agrees to defend, indemnify and hold harmless the Permitter from claims of violation of the ADA, the MHRA or Minneapolis Code of Ordinances, §139.50 that are the responsibility of Permittee.

The Permitter represents that, to the best of its knowledge, the MCC is complying with the Americans With Disabilities Act of 1990 (ADA) and will hold the Permittee harmless from claims of violation of ADA that are beyond the Permittee's control.

**Exclusives** The following services will be provided exclusively by the Permitter or by contractors approved by the Permitter: all catered and cash sale food, beverage and alcohol service; all utilities (including natural gas, electrical, telephone, water and drainage, compressed air); vacuuming; fire marshal; medical services; coat and baggage check; event security (including peer security, ushers, badge checkers and ticket takers) and sworn security (Minneapolis police officers); internet and networking; on-site business center services and mobility equipment.

**Indemnification** The Permittee will take all precautions to protect the public against injury, and will defend, indemnify and save the Permitter, City of Minneapolis, its officers, its employees and its agents harmless from all damages and claims of damages that may arise because of any negligence, malfeasance, misfeasance, or nonfeasance by the Permittee, its exhibitors, employees, agents, contractors, licensees, patrons, guests or persons admitted to the Space and other areas of the MCC by the Permittee and against all loss because of the failure of the Permittee in any respect to perform all its obligations under this PFO.

**Independent Contractor** The Permittee is an Independent Contractor and its officers, agents, contractors and employees are not employees or agents of the City.

**Insurance** The Permittee shall furnish a Certificate of Insurance (Attachment A) at least ten (10) days before Permittee or its agents, contractors, licensees attempt to enter or occupy the space. Occupancy will not be allowed until this Certificate of Insurance has been provided.

All insurance secured by the Permittee shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. The Permittee shall secure and maintain the following insurance:

*Workers' Compensation* insurance that meets the statutory obligations with Coverage B - Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease - each employee.

*Commercial General Liability* insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations, \$2,000,000 personal & advertising injury, \$2,000,000 each occurrence, \$100,000 fire damage, and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the Permittor shall be named as an additional insured.

*Commercial Automobile Liability* insurance with limits of at least \$1,000,000 per accident covering all owned, non-owned and hired automobiles. This requirement may be waived if no automobiles will be used on the premises of the MCC.

Acceptance of the insurance by the Permittor shall not relieve, limit or decrease the liability of the Permittee. Any policy deductibles or retentions shall be the responsibility of the Permittee. The Permittee shall control any special or unusual hazards and be responsible for any damage that results from those hazards. The Permittor does not represent that these insurance requirements are sufficient to protect the Permittee's interests or provide adequate coverage.

A thirty (30) day written notice is required if the policy is cancelled, not renewed or materially changed. The Permittor may require that a certified copy of the insurance policies be provided to the Permittor. The Permittee shall require any of its contractors comply with these insurance provisions.

In the event that the insurance required is not provided or is canceled the Permittee authorizes the Permittor to arrange the required insurance for the Permittee. The Permittee will pay the standard rate in effect for arranging the insurance purchase.

**Laws & Rules**

The Permittee will comply with all laws of the United States, the State of Minnesota, and all municipal ordinances and all orders of police and fire departments and any other municipal authority including the MCC Meeting Planners Guide, and will obtain and pay for all necessary permits, taxes and licenses; and will not allow any of Permittee's employees, agents, contractors, licensees, invitees, or equipment on the MCC's property during the term of this PFO in violation of any such laws, ordinances, rules or orders. The Permittee hereby acknowledges receipt of the MCC Meeting Planners Guide by signing this PFO.

The MCC will notify Permittee of any changes to the ancillary documents that will apply to the Permittee's meeting, event or show (i.e. MCC Meeting Planners Guide, policies, rules and regulations). Any pricing outlined in this PFO will be guaranteed to Permittee prior to occupancy of the Space.

**Loss of Utilities**

Neither the City nor Permittor shall be liable for any loss or damage caused by the interruption of power, heat, air conditioning, water or other utilities.

**Maintenance**

The Permittor will provide the following services: (1) one thorough cleaning of common areas and restrooms prior to the initial meeting, event or show opening; (2) ordinary cleaning during meeting, event or show hours; and (3) air-conditioning, in-house ventilation and heating as required during meeting, event or show hours. If air-conditioning is required during move-in and move-out of the Space, the Permittee agrees to pay additional charges per the MCC prevailing rate.

**Obstructions**

No portion of the sidewalks, entries, exits, passages, vestibules, hallways, elevators and ways of access to utilities may be obstructed by the Permittee or its agents, contractors, licensees, exhibitors or employees. The Permittor may take action as it deems necessary to insure compliance.

**Occupancy**

The Permittee is only granted a permit to occupy the Space identified for the purpose specified during the date(s) and time(s) stated. It is agreed that the relationship of landlord and tenant is not created. All building rules, policies and procedures must be followed.

**Permittee's Property**

The Permittor assumes no responsibility for any property placed in the MCC by the Permittee, at the direction of the Permittee, with the permission of the Permittee or by the contractors, agents, licensees, exhibitors, employees, patrons, guests or persons admitted to the MCC by the Permittee. The Permittee shall secure whatever property insurance it feels is necessary to protect its interests.

**Promotion/  
Advertising**

The Permitter will obtain approval from the Permittee prior to using any photographs, videos of the Permittee’s meeting, event or show for promotional usage. The Permittee will obtain the Permitter’s approval to use any photographs or videos that depict the Space or MCC common areas and grounds.

In all forms of advertising medium, the standard MCC logo must be displayed and/or described in the manner selected by Permitter at its sole discretion, and shall be submitted to Permitter for Permitter’s approval at least seven(7) days prior to its intended publication, telecasting, broadcasting or other use.

**Removal**

The Permittee authorizes the Permitter to remove all property that is occupying an area that is not covered by or subject to this PFO, for which the PFO has expired, or when the PFO has been breached by the Permittee, whether or not the Permittee placed the property there. The Permittee agrees to accept responsibility for any damage or loss to this property. The Permittee will be responsible for any storage and/or removal charges.

**Security**

The Permittee is responsible for security to protect property and maintain order. The Permittee is responsible for the character, acts and conduct of all persons admitted to or entering the Space and other areas of the MCC covered by or subject to this PFO. The Permittee must maintain sufficient security persons to protect property and maintain order. All event security (including peer security, ushers, and badge checkers and ticket takers) and sworn security (Minneapolis Police Officers) will be hired through the Permitter. Permitter may, at any time, require the Permittee to furnish additional security persons or police officers and charge the cost thereof to the Permittee as an additional fee.

**Termination**

If the Space and adjacent MCC areas are not available for occupancy during the term of this PFO because of fire, casualty, acts of God, acts of terrorism, strikes, lockouts, boycotts, labor disputes, national emergency or other cause beyond the control of the Permitter, this PFO shall terminate. The Permittee waives any claim against the Permitter and City for damages caused by any of the above occurrences or claims or damages arising from the cancellation of the Permittee’s meeting, event or show. If any of the above occurrences arise during the term of the PFO, the Permitter shall credit the Permittee's account as the sole amount of damages to be recovered by the Permittee from the Permitter.

The Permittee, at its option, may terminate this PFO by providing written notice because of the event of war declared by the United States or total interruption of the major means of transportation for the attendees during the dates covered by this PFO. The Permittee may not terminate this PFO for any other reason. Upon acceptance of the termination by the Permitter, a credit will be issued to the Permittee's account.

PERMITTEE

by \_\_\_\_\_

\_\_\_\_\_ Date

its \_\_\_\_\_

CITY OF MINNEAPOLIS

by \_\_\_\_\_

\_\_\_\_\_ Date

its Minneapolis Convention Center Executive Director