

# Montvale Event Center Terms, Conditions & Privacy Policy (August 2016)

## 1. Parties:

The parties are Davenport District Hospitality, Inc. dba the Montvale Event Center, hereinafter referred to as "The MEC," and "Licensee" as named "Presenter" in the Montvale Event Center License Agreement (the "License Agreement").

## 2. Premises:

(A)The MEC grants the Licensee a license for the period of time as set forth in the License Agreement to enter and use the Premises at 1017 E. 1<sup>st</sup> Ave., Spokane, WA 99201, as more specifically defined in the License Agreement, and specified facilities of the Premises identified below, subject to the terms of this Agreement, and solely for the above described event, to consist of:

- (i)....[XX] premises seating capacity
- (ii)....[XX] house lighting system
- (iii)...[XX] stage and stage lighting system
- (iv)...[XX] dressing rooms
- (v)....[XX] lobby areas
- (vi)...[XX] heating and ventilation systems
- (vii)..[XX] limited storage space
- (viii).[XX] limited house cleaning services

(B)Said license shall not include use of property, facilities or designated areas by other parties lawfully on the Premises.

(C)Licensee acknowledges it has had an opportunity to examine the Premises, facilities and equipment, and accepts the same in their condition as is.

(D)This license does not include personnel necessary to operate equipment. Required minimum support personnel are identified in provision 7 below.

## 3. Use Dates:

(A)The Licensee shall be permitted to utilize the Premises in accordance with the schedule indicated in the License Agreement

(B)The Licensee shall relinquish all use and remove all items caused by Licensee to be used or stored on the Premises, and restore the Premises to The MEC, in the same condition as received. Failure to do so shall result in additional storage, cleaning and/or damage fees as reasonably determined by the Manager.

## 4. Fees:

(A)For the performance, the Licensee agrees to pay The MEC the balance of the rental fee as outlined in the License Agreement plus applicable staffing fees (see attached 7), within 5 days of the performance, or prior thereto if so specified in the License Agreement. Payment shall be by certified check or other form acceptable to the Manager of The MEC.

(B)Where fees are expressed as a percentage of gate receipts, said receipts shall include all sums from gross ticket sales whatsoever, with no deductions allowable for taxes, costs or other expenses. Licensee further agrees to pay interest on all amounts not paid as provided above at the rate of 12% per annum from the payment due date.

(C)There is a \$15.00 charge per bagged parking space.

5. Deposit: Liquidated damages for cancellation:

(A)The Licensee further agrees to pay to The MEC a non-refundable deposit as indicated in the License Agreement by cashier's check or in a form acceptable to the Manager. Said deposit will be credited to Licensee's account per performance.

(B)Said deposit shall be held by The MEC as a security deposit to secure full performance of Licensee's obligations hereunder including payment of use fees, against potential damage to the Premises, incidental expenses and liquidated damages as provided hereafter.

(C)If the Licensee cancels the event or if The MEC reasonably deems itself insecure because of the Licensee's apparent or actual inability to perform in accordance with this Agreement, The MEC may declare a default, and said Licensee shall pay to The MEC a sum equal to the License Fee, as liquidated damages for the loss of use fees; and in addition thereto, Licensee shall pay all consequential damages, fees or expenses incurred by The MEC. The MEC may apply the security sum against the above sums, and Licensee shall be responsible for any deficiencies above the amount of the deposit.

(D)The parties agree that the damages for The MEC's loss of use fees are difficult to ascertain or predict. The above set forth amount of liquidated damages is a reasonable estimate of the damages which would actually be suffered by The MEC for loss of use fees. This remedy is in addition to all other remedies in contract or law.

6. Minimum Support Personnel:

(A)Licensee agrees to employ, at its sole expense and liability, such minimum security, admission and support personnel as deemed necessary by the Manager to assure safety of the patrons and Premises and proper production of the event. Licensee shall obtain the advance approval of the Manager for the use of any paid or volunteer staff. No designation or written approval of personnel by the Manager shall relieve the Licensee from any obligations hereunder.

(B)Licensee acknowledges it has had an opportunity to examine the qualifications and service to be provided by any security, admissions and support personnel designated by The MEC, accepts the same, and agrees to pay for said services promptly and in full.

(C)Licensee is responsible for Security and Ushers if needed.

(D)The minimum support personnel requirements may be revised at the option of the Manger if the Manager, in his/her sole discretion, determines such a need exists to better assure the safety of the patrons and the Premises or to properly produce the event. Licensee will be notified of any minimum support personnel changes in a timely manner. Licensee will be responsible for any additional expenses associated with such minimum support personnel changes.

7. Tickets: Proceeds:

(A) All cost for ticket agent services, if any, are the sole responsibility of the Licensee.

(B) All tickets shall be handled on a general admission seat basis, unless otherwise agreed to in writing.

(C) Unless specifically exempted in writing by the Manager, all ticket services shall be provided by Tickets West, TicketMaster or Vendini.

(D) Licensee shall be permitted reasonable access to the box office during ticket selling periods as determined by the Manager. Licensee shall maintain an accounting of all ticket sale proceeds which shall be made available to the Manager upon request.

(E) Licensee does hereby assign, transfer and set over to The MEC all funds now held or hereafter to be held by, or under control of Tickets West or similar party and which funds represent proceeds of ticket sales for the event described herein. Licensee does hereby authorize Tickets West or similar parties to deliver to The MEC upon its request therefore, all such funds above-described and does hereby further authorize The MEC to receive and accept such funds in full or partial satisfaction of all sums due pursuant to this agreement. Licensee represents and warrants that it has made no previous or other assignment, transfer, sale or conveyance of such funds or its right to receive same, whether for security purposes or otherwise, and that no action or proceeding has been instituted or is threatened for the attachment, garnishment or otherwise with respect to such funds. This assignment is irrevocable without the prior written consent of The MEC's written notification of this assignment of Tickets West or similar party holding or expected to hold funds as desired herein.

8. Bar and Beverage Service:

(A) The MEC reserves all beverage rights and merchandising services for events licensed hereunder. The MEC does not allow outside alcohol to be brought into the Premises. If Licensee wants to have alcohol served in the Premises, it must be served and sold one of The MEC's pre-approved vendors/caterers.

(B) Licensee acknowledges that it has had as opportunity to review catering services to be provided.

(C) Licensee agrees that any food concession sales that the Licensee is authorized to make shall be subject to a MEC commission of the gross proceeds from such sales at the Premises as determined by the Manager. All food concession sales must be from vendors/caterers approved in writing by The MEC prior to the date of the event.

9. Independent Contractor:

(A) Licensee is an independent contractor and not an employee of The MEC. All employees and agents of the Licensee are also independent contractors and not employees of The MEC.

10. Electricity:

(A) Unless otherwise specified, electricity needs of the Licensee, other than the regular house lights or normal facility operations, shall be paid by for by the Licensee. All electrical connections must be made by an electrical contractor approved in advance by the Manager at the sole expense of the Licensee. Equipment and services provided by the Licensee must comply with all the applicable codes, regulations, and federal, state and local statutes.

11. Water:

(A)The MEC agrees to furnish water by means of appliances installed for ordinary toilet or janitorial purposes, but for no other purposes, unless otherwise specifically provided for in this contract. Toilet and water apparatuses will not be used for any purpose other than for which they are constructed and no foreign substances shall be thrown therein. Any damage resulting from misuse shall be paid by the Licensee.

12. Taxes:

(A)Licensee understands all paid admission events held at the Premises are subject to City and State admission taxes. The Licensee agrees to pay these and all other taxes imposed in connection with its holding or exercise of privileges under this agreement.

13. Sponsorship:

(A)Licensee agrees not to represent, advertise or allow others to represent or advertise that The MEC is sponsoring the event held at the Premises without written authorization of the Manager.

14. Copyrighted Material:

(A)Licensee represents and warrants, on its own behalf and on the behalf of the Artist/Performers, that all copyrighted material to be performed (or movies to be presented) has been duly licensed or authorized by the copyright owners of their representatives and Licensee further represents and warrants, on its own behalf on the behalf of Artist/Performers, that any and all royalty fees, or other fees or charges, arising from the use of copyrighted material in this performance has been authorized and paid in full. Licensee specifically agrees to fully indemnify and hold harmless The MEC, related entities, its agents and employees against any loses, cost, claims, damages, suits, threats, demands, causes of action, attorney fees or liabilities relating to copyright or trademark violations or claims. Licensee's representations and warranties herein shall apply during the term of this agreement and continue to apply following the termination of this agreement.

15. Performer:

(A)The Licensee guarantees the appearance of named performers advertised at the event as specified. In the event an advertised performer must cancel, Licensee must notify the Manager immediately. In addition, Licensee must place signs so indicating the cancellation outside the facility entrances at locations designated by the Manager; must make an official announcement before the start of the program; and must make a bona fide offer of refund to all ticket holders. The manner and circumstances of the refund, if necessary, will be determined by the Manager. All refunds and expenses of refund arrangements shall be paid by the Licensee.

16. Crowd Safety:

(A)Licensee shall not admit to the Premises a larger number of persons than can safely and freely move about in the Premises and the decision of the Manager in this respect shall be final. Licensee will not permit chairs nor obstacles in the passageways or fire exits in the Premises and will keep all passageways and fire exits clear at all times. Licensee will further keep clear for public use all sidewalks adjacent to The MEC.

(B)Licensee agrees not to sell or dispose of, or permit to be sold or disposed of, any tickets for any scheduled event in excess of the seating capacity of the Premises.

(C)The MEC reserves the right to require the doors to the public seating area to be opened to the public a specified time before the event, as determined by the Manager.

17. Equipment:

(A)Erection of any special apparatus, scaffolding, or other built-up structures is the responsibility of the Licensee, but, in order to insure safety to the performers and the public, such apparatuses shall be installed according to the specifications and requirements of the Manager.

(B)Use and placement of all production equipment, included but not limited to mixing consoles, other lighting or sound equipment, shall be arranged with the Manager prior to installation and is subject to his/her approval.

18. Lawful Use:

(A)Licensee agrees to comply with all the laws of the United States and the State of Washington, and all of the ordinances of the City of Spokane, Washington, and the rules and regulations of The MEC for the management of The MEC, together with all rules and regulations of the Police and Fire Departments of the City of Spokane. Licensee will make an effort to familiarize itself with these regulations.

19. Use of Flame:

(A)The Licensee agrees that it shall not stage any act or performance in which fire or flame is involved without first having obtained the prior written permission of the Manager and Chief of the Fire Department of the City of Spokane. The Licensee further agrees that it will not use any decorative materials prohibited by City ordinance or any similar flammable or combustible materials in or about the Premises.

20. Care of the Premises:

(A)Licensee shall not injure, mark, or in any manner deface said Premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said Premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein.

(B)No signs or posters may be attached to any portion of the Premises by any means including duct tape, masking tape or tacks without prior approval of the Manager.

(C)No advertising or other matter shall be placed or posted in or about the Premises without the Manager's written approval.

(D) Licensee agrees to keep the Premises clean and safe from damage by Employees of Licensee or any other third parties, including event patrons.

(E)The MEC reserves the right to require the Licensee to take such reasonable protective measures as the Manager may determine necessary to insure the preservation and protection of the Premises and equipment contained therein.

(F)The MEC reserves the right to remove from the Premises any person deemed objectionable by the Manager for the reason that they may be causing a disturbance on the premises or damage to the Premises or equipment contained therein.

(G) In the event of damage or alteration to the Premises or equipment, Licensee agrees to pay to the MEC, on demand, such sums needed to fully restore the Premises or equipment, or repair the damage, or replace the altered or damaged promotions at The MEC's option. Such damage shall include crowd damage as a result or failure to maintain order and/or to have a sufficient security force needed to maintain order.

21. Insurance:

(A) The MEC will provide Commercial General Liability insurance for Licensee with combined bodily injury and property damage limits in the amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate. This insurance does not apply to bodily injury to any person while practicing for or participating in any sports or athletic contest or exhibition unless a valid waiver and release form is signed by the participant or their parent/guardian if the participant is a minor, and accident medical coverage in an amount not less than \$25,000 is in full force and effect at the time of the occurrence. Products-Completed Operations Liability is provided for food, beverages, and souvenirs only. This insurance does not apply to any claims arising out of the fireworks, flash-powder, explosive compositions, or losses resulting from any amusement devices. Liquor Liability is not provided if Licensee is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. Permitting a person or entity to bring alcoholic beverages, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

Additional terms and conditions apply. A copy of the policy is available upon request. Licensee shall review the insurance provided by The MEC with Licensee's insurance carrier, and shall carry any additional insurance that it deems necessary or desirable, naming The MEC as an additional insured.

22. Performance Bond:

(A) At the Manager's discretion, Licensee may be required to purchase a performance bond to guarantee payment of all expenses incurred by the Licensee in the event of default by the Licensee.

23. Indemnity Waiver:

(A) Licensee will indemnify and hold harmless The MEC and GVD Partners, LP ("GVD"), and their officers, directors, shareholders, employees and agents from all losses of liability, from death or injury to any person or damage to property, arising from any act, negligence or omissions of the Licensee, its agents, employees or event patrons in or about the Premises, or arising directly or indirectly as a consequence of a breach of any of the terms and conditions of this agreement.

(B) Licensee waives all claims against The MEC and GVD on account of any loss or liability, damage, death or injury from whatever cause which may occur to it or its property in the use and occupancy of the Premises, the giving of this waiver being one of the conditions upon which this license is granted.

(C) Licensee waives all claims for loss or injury to persons or property sustained by reason of any defect deficiency, failure or impairment of the Premises or any service to or in the Premises, including but not limited to the water supply system, heating system, wires leading to or inside the Premises, and gas, electric or telephone systems, or from any other source.

(D) The Licensee assumes full responsibility for equipment bought or used and for the acts and conduct of all event participants and all persons admitted to the Premises by consent of said Licensee.

(E) Lost articles of the public discovered by the Licensee shall be promptly given to the Manager who shall oversee the return of said articles to the rightful owner.

(F) In the event property of the Licensee of any third party is removed, disposed, and /or stored by The MEC pursuant to any provision of this agreement, all costs of removal, disposal or storage shall be at the sole expense and liability of the Licensee. Licensee waives all claims for damages or destruction of its property and agrees to indemnify and hold harmless The MEC and GVD from losses, liability or claims of any third parties.

24. Agreement Suspended:

(A) In the event of impossibility or impracticality of performance of The MEC because the Premises or any part thereof is destroyed, damaged, or rendered unfit for occupancy; or in case of emergency, this agreement shall, at the Manager's option, be suspended and The MEC shall return to the Licensee any advance payment without further liability or obligation.

25. License: Licensee Remedies:

(A) The parties understand this agreement constitutes a revocable license and not a lease. If at any time in the judgment of the Manager, the uses of the Premises by the Licensee are improper, illegal or unsafe; The Licensee shall either cease and desist from continuing such objectionable uses or surrender the Premises forthwith upon demand of the Manager, but shall not be relieved of any other obligation under this agreement.

(B) Recovery by the Licensee for reason of The MEC's unwillingness or inability to provide the Premises licensed under this agreement for any reason shall be limited to return of any advance deposit. Incidental or consequential damages shall be recoverable only up to the total amount of consideration actually paid as rental to The MEC hereunder.

26. Additional Remedies:

(A) In addition to the terms of Provision 6 (c), in the event of default in any of the terms of this agreement, or if the premises become vacant for any reason;

(i)...This agreement, at the option of the Manager, shall cease and terminate and the relationship of the parties shall be the same in all respects as if the term had fully expired and The MEC may re-enter the Premises by force or otherwise and/or resort to any legal proceedings to obtain such possession and the Licensee shall notwithstanding be liable for all the use fees and incidental and consequential damages, and/or

(ii)..The MEC may revoke entirely the use of the Premises as the agent of the Licensee and receive the use fees or expenses incurred or owed by the Licensee.

(B) At any time after default or vacancy as above stated, The MEC may forthwith re-enter and repossess the Premises exclusively and remove all persons or property and/or proceed by any suitable action or proceedings at law or in equity, including summary eviction proceedings. All costs of removal and storage shall be borne by Licensee. No claim for constructive eviction is allowed.

27. Attorney Fees:

(A) In case suit or action is instituted by either party to enforce compliance with this agreement the prevailing party shall be entitled to costs and reasonable attorney's fees, however licensee shall not be

entitled to any sum in excess of \$1,000.00. Said sums shall include attorney's fees and costs required to enforce the provisions of this agreement as well as to defend or prosecute any action in tort or contract arising as a consequence of a party's failure to perform its obligations in full hereunder.

28. Severability/Non-Waiver:

(A)The illegality or unenforceability of any of the provisions of this contract shall not render the remainder unenforceable if the basis of the agreement can still be fairly implemented.

(B)Waiver by The MEC of any term of this agreement in any specific circumstance shall not be deemed a waiver in any subsequent circumstance.

29. Place of Agreement:

(A)This Agreement is deemed made in the State of Washington. Licensee consents to jurisdiction of the courts of the State of Washington and to venue in Spokane County and agrees that the laws of the State of Washington shall govern questions of construction or interpretation arising in connection with this agreement.

30. Effective Date:

(A)This agreement shall become effective when accepted by the Licensee and then by the Manager.

31. Additional:

(A)This agreement and or the Rental Agreement is not assignable without written approval. This agreement shall not be construed to favor or disfavor either party.

**PRIVACY POLICY:**

OVERVIEW

This notice applies to all information collected or submitted on this website and is effective July 1, 2016.

INFORMATION WE COLLECT

On some pages, you may be asked to submit information about yourself or about someone else, including:

- Name
- Address
- E-mail Address
- Phone number

HOW WE USE IT

We do not share the above information with any outside parties.

We only use your e-mail address to answer the e-mail we receive or to answer a contact request. Your email address is not used for any other purpose and is not shared with outside parties.

OUR COMMITMENT TO SECURITY

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information we collect online.

#### HOW TO CONTACT US

Please contact us if you have any other suggestions or concerns about our privacy policy.