

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 34

Approving the License Agreement for the Oregon Convention Center.

The Metropolitan Exposition-Recreation Commission finds:

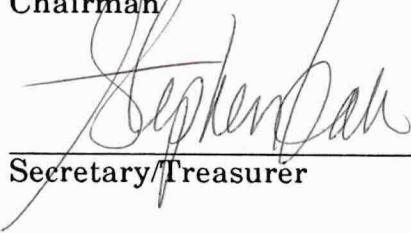
1. The Oregon Convention Center was developed and constructed to serve as a primary meeting facility to attract national and regional events to Portland.
2. Scheduling policies and priorities have been established to provide the highest degree of cost-effective tenant and patron service.
3. The opening of the Oregon Convention Center, scheduled for October 1, 1990, falls within the prescribed period established by the Metropolitan Exposition-Recreation Commission for the purpose of leasing space in the Oregon Convention Center.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission adopts the attached Oregon Convention Center License Agreement, which shall be effective September 1, 1989.

Passed by the Commission on August 9, 1989.



Chairman



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel

File No. _____
Contract No. _____
Date Prepared _____

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 _____, hereinafter referred to as "Commission", whose address is _____, Portland, Oregon 972 _____; and _____, hereinafter referred to as "Licensee", whose address is: _____

Contact: _____
(Client Name)

Address: _____

Telephone Number: _____

Fax Number: _____

WITNESSETH:

WHEREAS, Commission operates and maintains the _____ in
Portland, Oregon; and

WHEREAS, Licensee desires to use space in said _____

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

1. **Use of Facilities:** Commission grants Licensee permission to use the specified area(s) in the _____ on the dates, and at the rate(s) described in paragraph 2(a) below for the following use: _____
(name of event)

Licensee may not use these areas for any other purpose.

2. 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 Areas as is deemed appropriate for the event.

Area/Uses

Date(s)

Hours

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

- c) **Other Fees and Charges:** In addition to the facility rental charges, Licensee shall pay the following fees and charges:
- d) **Deposit Schedule:** Licensee shall pay a nonrefundable advance deposit in the amount of \$ _____ at the time of execution of the License Agreement. Licensee shall pay the balance of the deposit, if applicable, as follows:
- e) 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, and Licensee agrees that liquidated damages in that amount are reasonable and Commission has any and all remedies available to it as outlined in paragraph 12.
- f) 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 facility 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.
- g) License Agreement shall become null and void unless fully executed by Licensee and returned to Commission by _____.
3. **Insurance:** Licensee shall, at its sole cost and expense, procure and maintain through the term of this license the following insurance requirements:
- a) Comprehensive General Liability policy with the Broad Form Comprehensive General Liability endorsement 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 and such insurance shall include Blanket Contractual Liability coverage which insures contractual liability under the indemnification of the Commission and the Metropolitan Service District by Licensee as set forth below;
- b) Worker's Compensation insurance;
- c) Employer's Liability Insurance with limits not less than \$1,000,000 each accident;
- d) Automobile Liability Insurance with limits not less than \$500,000 each occurrence, combined single limit for bodily injury and property damage including coverages for owned, non-owned and hired vehicles, including loading and unloading operations.
- e) Comprehensive General Liability and Automobile Liability insurance policies required by this Agreement shall name as additional insured: Commission, Metropolitan Service District and the members, officers, directors, agents and employees of each entity.
- f) Licensee shall maintain with respect to each such policy or 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 Manager of the Oregon Convention Center at least thirty (30) days prior to the time of occupancy, which will be _____. 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. Commission may exercise any or all options in paragraph 12.
- h) The parties agree that the specified coverage of limits of insurance in no way limit 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.
4. **Indemnification:** Licensee agrees to indemnify, hold harmless and defend the Metropolitan Service District, City of Portland, 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, subcontractors, exhibitors or invitees or any other person entering the Facilities licensed with the implied or express permission of Licensee. Such indemnification by Licensee shall apply unless such damage or injury results from the gross negligence or willful misconduct of the Commission.

5. **Waiver of Subrogation:** Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto during the terms of this License 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 the terms of such waiver, and to have insurance policies properly endorsed, if necessary.
6. **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 Facilities.
7. **Defacement of Facility:** It is understood and agreed that the Commission licenses to Licensee the authorized area 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 facility 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. Ordinary wear and tear, or by other cause beyond control of Licensee, is excepted.
8. **Concessions / Food Service:**
 - a) 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, tobaccos, 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.
 - b) The Commission's food and beverage service contractor is solely authorized to provide all food and beverage services within the Center. The OCC Manager must approve in advance all exhibitor or Licensee requests for the sampling of products distributed from exhibit booths or any other areas within the Center.
 - c) Exhibitors having the need to distribute food or beverage samples not relevant to their business shall order these items from the Center's contracted Concessions/ Catering Operator.
9. **Non-Discrimination:** Licensee agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.
10. **Force Majeure:** Either party may terminate or suspend its obligation under this Agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical: fire, flood, riot, earthquake, civil commotion, public health risk, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, any law, ordinance, rule or regulation. In any such event, such party shall not be liable to the other for delay, or failure to perform its obligation except there shall be a pro rata reduction in the consideration which would otherwise be payable or due under this Agreement.
11. **Non-Exclusive Use:** Commission shall have the right to use or permit the use of any portion of the facilities 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.
12. **Default by Licensee and Commission Remedies:** Licensee shall be in default of this 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 this 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 payable.
 - b) Reenter the licensed area(s) 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 any expenses of making the Commission whole and, second, to any expenses incurred for reentering the premises and reletting of the licensed 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 licensed area(s) 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. The Commission shall be under no obligation to relet the licensed area(s).
 - 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 which 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 readily ascertainable.
 - f) Commission may, at its sole option, also terminate any other contract(s) with Licensee.

13. **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 written prior approval shall be null and void.
14. **Rules and Regulations:** Commission's Rules and Regulations are hereby incorporated into this Agreement by reference. Commission reserves the right to change such Rules and Regulations in writing from time to time. Changes shall be binding upon Licensee upon receipt of written notice.
15. **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 will be governed by Oregon law and may be maintained in the Superior Court of the State of Oregon. No such action against the Commission may be maintained except in and for the State of Oregon. Licensee consents to its maintenance of any such action by the Commission against it in the Superior Court of the State of Oregon in and for Multnomah County.
16. **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.
17. **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.
18. **Attorneys Fees:** In the case of the failure of the Licensee to perform and comply with any of the covenants and conditions of the License Agreement, the Licensee agrees to pay to the Commission the costs and expenses of enforcing this Agreement, including a reasonable sum for attorneys fees, whether suit be brought or not.
19. **Delivery of Notices:** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail as follows:
 To Commission: in care of the Commission's office at the Center, Attention OCC Manager.
 To Licensee: at the address provided in the License Agreement or at any of the offices designated in writing and provided to the OCC Manager during the term of the License Agreement.
20. **Licensee's Assumption of Responsibility:** The Licensee expressly assumes full responsibility for all persons connected with Licensee's use of the Center, including all its employees, agents, members, invitees and contractors.
21. **Addenda and Attachments:** Any addendum, statement of policy, requirements and/or operational items attached hereto are made a part of this Agreement as if copied in full herein.
22. **Time is of the Essence:** Time is of the essence to this Agreement.
23. **Entire Agreement:** Except as provided in paragraph 14, 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 effect unless in writing executed by all parties hereto.
24. **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.
25. **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:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____