

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE

PORTLAND, OREGON 97232 2736

TEL 503 797-1547

FAX 503 797-1793



METRO

January 23, 2002

Mr. Ron Fortune
28405 SE Powell Valley Rd.
Gresham, OR 97080

Dear Ron:

I apologize for taking so long to thank you for your years of generous service on the Metro Exposition-Recreation Commission.

During your four-year tenure, at the Expo Center we were able to rebuild Hall D and develop a ten-year master plan, and at the Oregon Convention Center we secured funding for the expansion project – currently under construction! In addition to the expansion, that funding project included a \$2 million capital investment for the Portland Center for the Performing Arts.

These efforts will be appreciated by the region's citizens for a great many years and I wanted you to know that your hard work and dedication to the Commission was valued and appreciated.

Sincerely,

Rod Park
Metro Council
District One

From: <ParkRD@aol.com>
To: <barker@metro.dst.or.us>
Date: 12/31/01 10:23AM
Subject: thank you letter

Rooney,
Please draft a thank you letter to Ron Fortune (sp) who just stepped down from the MER Commission.

Something like

thank you for the ? years of service. During your tenure we were able to construct OCC?, the expansion of OCC, Halls E and D at Expo, etc.

Thanks, Rod

1-2-02
Julie Reed
731-7838

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE
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METRO

March 19, 2002

Mr. David C. Hudson, Executive Director
and
Ms. Alice Norris, Board Chair
Regional Arts & Culture Council
620 SW Main Street, Suite 420
Portland, OR 97205-3037

Re: Regional Arts & Cultural Council (RACC) Proposal

Dear Mr. Hudson and Ms. Norris:

Thank you for your recent letter requesting Metro's support for the Neighborhood Arts Program at RACC. Your request is important to Council, and will be entered into the public record.

Metro contributes to cultural arts funding in a number of ways. There are direct contributions to RACC from the General Fund, a sharing of the Transient Lodging Tax with RACC and the Portland Oregon Visitors Association (POVA), and contracts for assistance in selecting artists for the 1% for Arts program associated with Metro's capital projects, and administered by RACC. In addition, Metro provides various in-kind services to regional cultural arts through Metro Exposition-Recreation Commission (MERC) facilities, such as providing substantial discounts to regional arts groups for use of their facilities and reducing or eliminating user fees for non-profit principal tenants at the Portland Center for the Performing Arts.

Metro has demonstrated, and continues to demonstrate, a concerted effort to support the arts wherever feasible and possible. Your request for assistance during the coming fiscal year will be considered during upcoming budget hearings, as Council reviews and approves the proposed budget for FY 2002-03.

We appreciate the work you are doing, and hope that you will continue to participate in Metro's important decision making processes.

Sincerely,

Rod Park
Metro District One



Regional Arts &
Culture Council

620 SW Main St., Suite 420
Portland, OR 97205-3037
Tel: 503.823.5111
Fax: 503.823.5432
Email: info@racc.org
TDD# 503.823.6868
www.racc.org

February 27, 2002

Councilor Rod Park
Councilor
Metro
Metro Regional Center
600 NE Grand
Portland, OR 97232-2736



Dear Councilor Park:

RACC applauds the Metro initiative bringing citizens together to talk about ways to maintain the region as a great place to live, work and play. We trust that discussions at the Let's Talk Regional Conference will be insightful and beneficial, especially when ideas are shared about special places, particularly unique neighborhoods.

We at RACC believe now is an excellent time to partner with METRO to enhance and promote the Metro vision and benefit all Metro constituents. Metro has provided an annual allocation to RACC since FY94-95, with the exception of FY01-02. Please note:

FY94-95	FY95-96	FY96-97	FY97-98	FY98-99	FY99-00	FY00-01	FY01-02
\$125,000	\$149,000	\$125,000	\$50,000	\$100,000	\$25,000	\$25,000	\$0

In accordance with the understanding of the Intergovernmental Agreement signed in 1995, RACC is requesting a \$50,000 allocation in FY02-03 to fund an expanded Neighborhood Arts Program (NAP). The program has proven to engage citizens in a variety of ways to experience a sense of place, a sense of community and to promote connections among individuals, communities and families.

With a \$50,000 allocation from Metro, RACC would expand the Neighborhood Arts Program into neighborhoods throughout the Metro Region, strengthen existing programs and provide additional access opportunities for citizens in the region [see enclosure].

The Neighborhood Arts Program, in its seventh year, is an unqualified success on several levels. It has:

- 1] engaged diverse populations
- 2] created a sense of community in specific neighborhoods
- 3] demonstrated how the arts bring people together and allowed them to see the similarities we all exhibit rather than the differences
- 4] employed artists

RACC, through the NAP, facilitates unique encounters by providing the resources for artists and arts organizations to create the vitality, innovation, cultural climate, and magnetism that engages citizens through neighborhood arts and cultural programming. Each program is motivated by direct involvement from neighborhood residents.

RACC also sees this as an opportunity to publicize and acknowledge a unique partnership with Metro. Through the 1995 Intergovernmental Agreement (co-signed with the City of Portland, Clackamas, Multnomah, and Washington counties), Metro became a partner with RACC to develop and support cultural programs for the citizens of the region. As we continue to explore ways for the governmental partners to implement a dedicated regional funding source to support arts and culture programming, the funding to create neighborhood partnerships is essential to maintaining healthy communities and a dynamic region.

Although a dedicated regional funding source has not yet been established, each jurisdiction receiving RACC services understands the value returned on its financial investment. In Clackamas County, for example, 52% of the financial support for arts and culture programs comes from sources outside that area. RACC leverages support from schools, foundations, the National Endowment for the Arts, and the Oregon Arts Commission to supplement the county's commitment. All of our funders view a Metro allocation as an important demonstration of regional support for RACC services and collaborations.

Pressing issues such as transportation, the environment, and affordable housing are interwoven with concepts of aesthetics, community identity and pride, and livable neighborhoods. When Metro seeks to enhance business and employment opportunities in high-density areas, regional artists and arts organizations are part of that equation. Arts and culture is a major factor in the quality of life sought by businesses and represents more than leisure-time activities. For 289 non-profit arts organizations in our region, this is business. Over 18,000 cultural events in FY00-01 accounted for nearly \$81,800,000 in direct spending on operations and workforce. The regional arts sector offers free admissions (nearly 1.4 million annually) and conducts extensive outreach to rural community residents (259,000), elderly citizens (256,000) and disadvantaged children (247,000)*. The arts sector is an essential community, business, and social partner.

RACC requests your consideration for a small allocation of funds from the savings to be realized from Metro administrative reorganization. A contribution this year from Metro would be a meaningful demonstration of regional leadership and responsiveness to community needs. We respectfully request \$50,000 for RACC to expand and strengthen the Neighborhood Arts Programs in the METRO Region.

RACC supports Metro's credo of PEOPLE PLACES - OPEN SPACES. We welcome your alliance, foresight, and commitment to building a better region today and for our future.

Sincerely,



David C. Hudson
Executive Director



Alice Norris
Board Chair

Encl. Examples of Successful Neighborhood Arts Program Projects

*Statistics from "The Economic Impact of Oregon's Nonprofit Arts Sector", WESTAF, January 2001.

Regional Arts Development for Livable Communities
METRO allocation of \$50,000
To the Regional Arts & Culture Council Neighborhood Arts Program [NAP]
FY2002-2003

The program is designed to foster community involvement by collaborating with diverse artists, arts organizations, social services, and neighborhoods to create community-based activities and events. NAP engages citizens in a variety of ways to experience a sense of place, a sense of community and promotes connections among individuals, communities and families.

Examples of successful NAP projects:

Intergenerational Tile Planter Project

Six month artist residency involving classes with the elderly residents at Mt. St. Joseph's senior facility in inner SE Portland and Montessori pre-school children. The project culminated in unique clay tile pieces that were installed along a raised planter bed in the Intergenerational Therapeutic Garden at Mt. St. Joseph's.

La Raza Mural Project

A portable, three panel, mural created by East Multnomah County Latino youth, was presented as a gift to the City of Gresham. The brightly painted mural, located on the side of the Portland General Electric building in downtown Gresham, gave the youth an opportunity to make historical, political and cultural statements, while allowing them to present a healthy image of the Latino community to the city of Gresham. A celebration for the public, highlighted by a speech in Spanish and English from a youth representative, accompanied by the unveiling of the mural.

Who Is My Neighbor?

This six-month long inter-generational and multi-cultural project engaged students from Lane Community Middle School for photography and writing/interviewing residencies with two NAP artists. The students then went into their Brentwood-Darlington neighborhood in SE Portland to interview and photograph three culturally diverse families. The photos were framed and excerpts of the text were mounted for an exhibit entitled "Who Is My Neighbor." A 12-minute audiotape of the complete family interviews accompanied the exhibit. This project was designed specifically for the Brentwood-Darlington neighborhood in an effort to engage the young people in the diversity of their neighborhood.

Intergenerational Classes for Grandparents and Grandchildren

Four intergenerational art workshops throughout the Portland metropolitan region were planned during non-school weekdays, allowing for grandparents to spend quality time experiencing a multi-cultural art project together with their grandchildren. Workshops included Mexican flower making, Chinese paper-cutting/brush painting, Filipino paper lantern making, and Eastern European egg decorating.


ARAMARK
GIACOMETTI PARTNERS LTD

Contacts
Jody 235-7704
Tracey 731-7804

FAX DISTRIBUTION LETTER
PLEASE DELIVER AS SOON AS POSSIBLE
Sports & Entertainment Services
Date: *11/25/02*

	Name	Organization	FAX Number
To:	<i>Nancy Gross-Dun</i>	<i>Metro</i>	<i>503-797-1729</i>
From:	<i>Tracey Joye</i>	ARAMARK/GPL at the Oregon Convention Center	Tel #: 503-731-7851

Hi Nancy,

*Just a tad bit over -
 let me know what you
 think!*

Tracey

(ok)

Important Notice: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original to us at the above address via the US Postal Service. Thank You.

Number of pages transmitted (Including This Cover)



November 25, 2002

Ms. Nancy Gross-Duran
METRO
600 NE Grand Avenue
Portland, OR 97232

Dear Nancy,

Thank you for selecting the Oregon Convention Center and ARAMARK/GPL for your upcoming event. ARAMARK/GPL is the exclusive caterer for the Oregon Convention Center and we will provide all of your catering, bar and concession services during your function.

Please review the enclosed contract, sign and return it along with the specified deposit. Receipt of the signed contract will confirm your event with ARAMARK/GPL.

In addition, ARAMARK Corp. requests a credit card authorization to be filled out and returned with contracts and agreement form. This application will be kept on file for services rendered during the event. These services will be applied to the credit card with your authorization.

Below is a list of important dates to remember:

Signed Contract due by:	Monday, December 2, 2002
Guaranteed Attendance due by:	Monday, December 2, 2002
Balance due by:	Monday, December 2, 2002

Our entire team is dedicated to the success of your event, and I am confident that our quality and service will exceed your expectations. Please call me at 503-731-7804 if I can be of assistance. I look forward to working with you.

Sincerely,

Tracey Frye
ARAMARK /GPL
Director of Catering Sales

TF/pc

OREGON CONVENTION CENTER
777 N.E. MARTIN LUTHER KING JR. BLVD.
PORTLAND, OR 97232

CREDIT CARD AUTHORIZATION FORM

SHOW NAME: _____

COMPANY: _____

ADDRESS: _____

TEL. # _____

FAX # _____

_____ Company check used for initial deposit.

Credit card to be used for reorders & the balance of bill.

_____ Credit card to be used for all charges during the show and
for any re-ordering on site.

_____ American Express _____ Visa _____ Mastercard

_____ Debit Card (Debit card used for entire event will be
charged two days prior to event)

CARDHOLDERS NAME: _____

CREDIT CARD #: _____

EXPIRATION: _____

SIGNATURE: _____

PLEASE REMEMBER

No food or beverage is to be brought into the Oregon Convention Center for any purpose without the consent of ARAMARK/GPL.

Customer will pay total charges as specified on the catering order (s) as well as applicable charges on additional items ordered on site.

All food and beverage is subject to 19% gratuity.

Under no circumstances does ARAMARK/GPL take orders or credit card numbers over the phone. Customer must either fax or mail order with signature of cardholder.

ARAMARK Sports and Entertainment Services

OREGON CONVENTION CENTER
777 NE Martin Luther King JR. BLVD.
Portland, OR 97232
(503) 731-7851
(503) 731-7888
www.ps.aramark.com

CATERING SERVICES AGREEMENT

November 25, 2002

This Agreement is by and between ARAMARK Giacometti Partners LTD Sports and Entertainment Services, Inc. ("Caterer") and METRO ("Customer"), having an address of:

600 NE Grand Avenue
Portland, OR 97232

Attention: **Nancy Gross-Duran**
Phone: **503-797-1504**
Fax: **503-797-1799**

Caterer and Customer, intending to be legally bound, agree as follows:

I. CATERER'S SERVICES

Caterer shall cater and serve the menu(s) agreed to by the parties at Customer's event(s) (the "Event(s)"), which Event(s) shall be held at the Oregon Convention Center (the "Facility") as described on the catering order(s) attached or to be attached to this Agreement and made a part hereof (the "Catering Order(s)"). To the extent Catering Orders are created hereafter, once such Catering Orders are signed by both parties they shall be deemed to be part of, and are hereby incorporated into, this Agreement.

II. CHARGES FOR CATERING SERVICES

A. Per Person Charges. If the Catering Order(s) provides for per person charges, Customer shall pay Caterer for every person served at each Event at the per person charges specified on the Catering Order(s); provided, however, that if the number of persons served at the Event(s) is less than the Guaranteed Attendance (defined in Paragraph II. E.), Customer shall pay the per person charges on the basis of the Guaranteed Attendance. Caterer reserves the right to count guests as they enter (or at a mutually agreeable time when an accurate count may be made) during each Event which is billed on a per person basis.

B. Service Charges; Taxes; Additional Charges. Customer shall pay to Caterer:

- (1) A service charge in an amount equal to 19% of all charges made by Caterer;
- (2) All other charges specified on the Catering Order(s) or otherwise ordered by Customer or its agent(s);
- (3) All other charges and sums required to be paid by Customer pursuant to the terms of this Agreement.



C. Deposit; Time of Payment.

- (1) Customer shall pay a total of \$338.56 (i.e. 100% of the total charges for the Event(s)) not later than December 2, 2002.
- (2) Caterer shall not be required to provide any services hereunder, nor will Caterer be required to commence planning for the Event(s), unless and until Customer has returned a signed copy of this Agreement to Caterer and has paid the Deposit to Caterer.
- (3) Customer shall pay the balance of the charges due under this Agreement prior to the Event(s), in accordance with the following payment schedule:

Amount Due:

\$338.56

100%

Due Date:

Monday, December 2, 2002

Any additional amounts due Caterer from Customer based on the actual number of persons served and any variable and other charges payable pursuant to this Agreement will be determined following the Event(s). All such amounts shall be payable upon Customer's receipt of Caterer's invoice.

- (4) Cancellation of any convention or individual event must be sent in writing to your ARAMARK Sales Professional. Any cancellation received more than 30 days of the first scheduled event will result in a fee to ARAMARK equal to 25% of the estimated food and beverage charges. Any cancellation received less than 30 days in advance of the first scheduled event will result in a fee of 50% of the estimated food and beverage charges. Any cancellation received after the Final Guarantee has been provided will result in a fee equal to 100% of the charges on the affected event order (s).

E. Charges for Late Payments. Customer shall pay interest at the rate of 1.5% per month (or, if lower, the maximum legal rate) on all payments not made within thirty (30) days following the date such payments are due, which interest shall accrue from the date due until the date of payment.

F. Guaranteed Attendance.

- (1) Customer shall notify of the minimum number of persons Customer guarantees will attend the Event(s) (the "Guaranteed Attendance"), in accordance with the following schedule:

Estimated Attendance (per Event):

Days in Advance Guaranteed
Attendance is Due (excludes
holidays and weekends):

Up to 500	3 days
501 to 2,500	5 days
Over 2,500	7 days

The Guaranteed Attendance (a) shall not exceed the maximum capacity of the areas within the Facility in which the Event(s) will be held, and (b) shall not decrease by more than 25% (or more than 1,000 people, whichever is lower) of the estimated attendance specified on the Catering Event Order(s). Caterer shall be entitled to charge and collect from Customer any reasonable costs incurred by Caterer in the event the Guaranteed Attendance figure provided by Customer is not within the limits stated in this paragraph.

- (2) If Customer fails to notify Caterer of the Guaranteed Attendance within the time required, (a) Caterer shall prepare for and provide services to persons attending the Event(s) on the basis of the estimated attendance specified on the Catering Order(s), and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.

(3) Caterer will be prepared to serve 5% above the Guaranteed Attendance (but not to exceed 50 meals; the "Overage"). In the event that Caterer serves over 5% in excess of the Guaranteed Attendance, the additional meals will be subject to product availability.

III. MISCELLANEOUS PROVISIONS

A. PROHIBITION ON OUTSIDE FOOD AND BEVERAGES. NO FOOD OR BEVERAGES MAY BE BROUGHT INTO THE FACILITY FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF CATERER.



- B. Liquor Laws. Customer shall comply with all applicable local and state liquor laws, and further agrees that neither Customer nor Customer's guests will request, proffer, or serve alcoholic beverages to any minors, or to any persons who, in the opinion of Caterer, are intoxicated.
- C. Changes in Service. The dates and times of service specified on the Catering Order(s) and the other terms and conditions of this Agreement may be changed only by a written addendum signed by both Customer and Caterer. Any additional expenses arising from changes made at the Customer's request will be paid by the Customer.
- D. Force Majeure. Caterer shall not be responsible for any losses or damages of any kind resulting from Caterer's non-fulfillment of any terms or conditions of this Agreement if such non-fulfillment results in whole or part from war, riot, strike, flood, or any other act or occurrence beyond the control of Caterer.
- E. Authority. Each person signing this Agreement on behalf of Customer represents that he/she has full authority to legally bind Customer, and such person(s) shall be jointly and severally liable for all amounts owing if such representation is untrue.
- F. Assignment. Customer may not assign this Agreement or any of Customer's rights hereunder without the prior written consent of Caterer.
- G. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, and permitted successors and assigns.
- H. Integration. This Agreement states the entire agreement of the parties with regard to the matters described herein and supersedes all previous agreements, oral or written.

In Witness Whereof, Customer and Caterer have executed this Agreement.

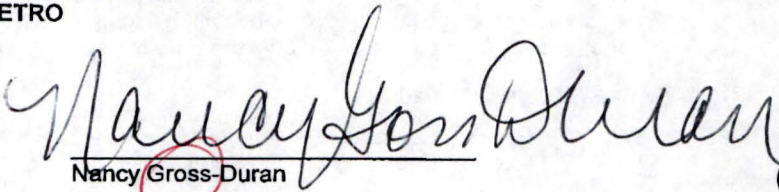
Caterer:

ARAMARK GIACOMETTI LTD.

Customer:

METRO

Tracey Frye
Director of Catering Sales



Nancy Gross-Duran
GROSS

ARAMARK Corporation
Oregon Convention Center
777 N.E. Martin Luther King Jr
Portland, OR 97232
503.731.7851 Fax: 503.731.7888

Event Contract

Event Group: METRO

Customer: Nancy Gross-Duran
Contact: Nancy Gross Dur
Phone: 503-797-1504
Company: METRO
Addr 1: 600 NE Grand Avenue
Addr 2:
City, St: Portland OR 97232
Acct. #: 8686000294

Reception - Skyview King

Contract #: 99010393

Date: **Thursday December 05, 2002**

Time: 5:00 pm To 7:00 pm

Guests: 35 Guaranteed: 35

Event Type: Reception

Setup: Reception

Room: SKYVIEW TERRACE

Salesperson: Tracey Frye

Schedule

4:45 pm Setup Time on December 05, 2002

Description

<>Hors D'oeuvres Buffet<>

Bacon Wrapped Scallops (dz) 5 dozen
Thai Spring Rolls w/Plum Sauce (dz) Large 4 dozen
Pot Stickers w/Soy Sauce (dz) 5 dozen
Chicken Satay w/ Peanut Sauce (dz) 4 dozen
Sundried Tomato & Olive Crostini (dz) 5 dozen

Price
\$5.75**Qty**
30**Totals**
\$172.50**ANTIPASTO STATION**

Grilled, Marinated Garden Vegetables
Imported Meats and Cheeses
Served w/ Rosemary Infused Olive Oil
Balsamic Vinegar & Parmesan Cheese
Italian Bread Sticks

Subtotal of Charges :

Service Charge

Contract Total :

\$172.50

\$32.78

\$205.28

Special Instructions:

1. Oil lamps on tables

Please review the EVENT CONTRACT carefully. Your signature verifies that the above information is correct.

Client Signature and Date

ARAMARK Corporation
Oregon Convention Center
777 N.E. Martin Luther King Jr
Portland, OR 97232
503.731.7851 Fax: 503.731.7888

Event Contract

Event Group: METRO

Customer: Nancy Gross-Duran
Contact: Nancy Gross Dur
Phone: 503-797-1504
Company: METRO
Addr 1: 600 NE Grand Avenue
Addr 2:
City, St: Portland OR 97232
Acct. #: 8686000294

Host/Cash Bars- Skyview King

Contract #: 99010394

Date: **Thursday December 05, 2002**Time: ~~5:00 pm~~ To ~~7:00 pm~~ *5:30pm*# Guests: ~~35~~ *30* Guaranteed: ~~35~~ *30*

Event Type: Reception

Setup: Reception

Room: SKYVIEW TERRACE

Salesperson: Tracey Frye

Schedule

4:45 pm Setup Time on December 05, 2002

Description	Price	Qty	Totals
SELECT HOSTED/CASH BAR			
Select Liquors	\$4.00	8	\$32.00
Domestic Beer	\$4.00	5	\$20.00
Microbrewery Beer	\$4.00	5	\$20.00
Regional House Wine Selection	\$4.00	8	\$32.00
Bottled Water	\$2.00	2	\$4.00
Sodas, Assorted	\$2.00	2	\$4.00

*Client hosting one drink per person w/
script ticket. After that, all drinks
will be on a cash basis*

Subtotal of Charges :

Service Charge

\$112.00

\$21.28

Contract Total :**\$133.28****Special Instructions:**

1. Above totals are an estimation only. Client to be billed for actual consumption.

Please review the EVENT CONTRACT carefully. Your signature verifies that the above information is correct.

Client Signature and Date

*Different day,
different contacts
see Judi Henry
235-7581
aramark Nancy Oakes
same #*



Oregon Convention Center

December 6, 2002



Ms. Nancy Goss-Duran
Metro
600 NE Grand Avenue
Portland, OR 97232

Dear Nancy:

Enclosed is a fully executed copy of the License Agreement for the Metro - Planning Staff "Thank You" to be held at the Oregon Convention Center (OCC) on December 9, 2002.

Please keep in mind that the OCC has begun a major expansion of its current facility. During this time, there is limited on-site parking. For up-to-the minute information on our parking garage and satellite lots, you may check our website at www.oregoncc.org or call the OCC expansion info hotline at (503) 731-7810.

We look forward to hosting your event at the Oregon Convention Center. If you should have any questions or concerns, which are not covered by the enclosed OCC Services Guide, please do not hesitate to contact your Event Coordinator or Sales Representative.

Sincerely,

OREGON CONVENTION CENTER

Jeffrey A. Blosser
Executive Director

JAB/mrr

777 NE MLK Jr Blvd

Portland, OR 97232

Tel 503 235 7575

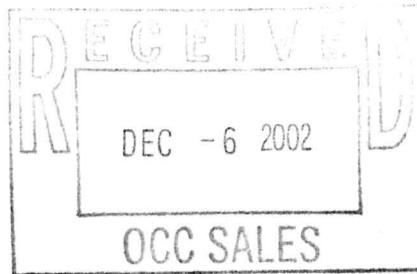
Fax 503 235 7417

www.oregoncc.org



A SERVICE
OF METRO

RECYCLED PAPER



Contract Number: 212042
Date Prepared: 11/25/02
Prepared by: jdw/jle/mrr

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 **METRO**, hereinafter referred to as "Licensee", whose address is:

Authorized Agent:	Ms. Nancy Goss-Duran
Company Name:	Metro
Address:	600 NE Grand Avenue Portland, OR 97232
Telephone Number:	503/797-1504
Fax Number:	503/797-1799
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. **Use of the Facilities:** Commission grants Licensee permission to use the "Authorized Area(s)" in the Center on the dates, and at the rate(s) described in 2(a) below for the following use:

METRO – PLANNING STAFF "THANK YOU"

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 Area as is deemed appropriate for the event.

<u>Area/Use</u>	<u>Dates</u>	<u>Times</u>
 Skyview Terrace – King/Reception	monday Thursday, December 5, 2002	4:00pm – 8:00pm

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

Skyview Terrace – King: Rental of facility space when used for substantial food and beverage functions shall be determined per your catering agreement. Use of this space for other than food and beverage functions shall be charged at the applicable daily rental.

The minimum facility rental for License Agreement No. 212042 shall be \$-0-.

- c) License Agreement shall become null and void unless fully executed by Licensee and returned to Commission by **December 4, 2002.**

- d) **Deposit Schedule:** Licensee shall pay a nonrefundable advance deposit in the amount of **\$-0-** at the time of execution of the License Agreement. Licensee shall pay the balance of the deposit, if applicable, as follows: n/a
 - 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, 2002**, which are incorporated herein by reference.
 - 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 12 and Commission has any and all remedies available to it as outlined in paragraph 12.
 - 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 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.
3. **Insurance:** Licensee shall, at its sole cost and expense, procure and maintain through the term of this License Agreement the following insurance requirements:
- a) Commercial General Liability policy with the Broad Form Commercial 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 Metro by Licensee as set forth below:
 - b) Worker's Compensation insurance providing coverage for Oregon statutory requirements;
 - 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 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 insured:** Metro, City of Portland, 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 Director of the Center at least thirty (30) days prior to the time of occupancy, which will be **(self-insured)**. 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 Metro, City of Portland, 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 Facilities licensed 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 Facility, 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.

5. **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.
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 Center.
7. **Defacement of Facility:** 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.
8. **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 here by acknowledges that ARAMARK/Giacometti Partners LTD. is the sole food and beverage provider for the Oregon Convention Center. The ARAMARK/Giacometti Partners LTD. catering agreement must be signed and deposits received within the timeframe outlined on the agreement, or the commission will consider Licensee in default of this agreement. Any rental that has been waived or reduced due to anticipated food and beverage rental will be due immediately.* The OCC Director 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. Exhibitors having the need to distribute food or beverage samples unrelated to their business shall order these items from the Center's contracted food and beverage service concessionaire.
 - c) **Other Services.** On-site advertising and parking, Business Center Services (including copier machines), checkrooms 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 Director.
 - d) **Ticketing.** Ticket sales shall be conducted according to the guidelines set forth in the OCC Ticket Services Policies.
9. **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 facility; 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.
 - a) **Commission Approved Security Providers.** Any non-armed security personnel needed for events shall be the responsibility of the Licensee to contract with Commission approved security providers. Security providers not previously approved by the Commission will not be allowed without prior written consent by the OCC Director. A list of Commission approved security providers is available upon request.
 - b) **Armed Security.** Any armed security personnel needed for events shall be provided exclusively by Commission. Licensee shall be responsible for full payment of any armed security costs as determined by Commission.

Commission shall be entitled to withhold said sums upon settlement if not paid by then, and/or demand deposits to cover any anticipated armed security costs.

10. **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, disability, color, sex, marital status, religion, or national origin.
11. **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 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.
12. **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.
13. **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 payable.
 - 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 option, 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.
14. **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.

15. **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(15). 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, the Metropolitan Exposition-Recreation Commission, the City of Portland 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(21). Licensee's obligations under this paragraph survive termination or expiration of the Licensee Agreement.
16. **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, commission 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 delegee(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.
17. **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.
18. **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 Director or designee.
19. **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.
20. **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 Circuit 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 Circuit Court of the State of Oregon in and for Multnomah County.
21. **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.
22. **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.
- Americans with Disabilities Act:** OCC represents and warrants that as a place of public accommodation, it is in compliance with applicable regulations implementing the requirements of Title III 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 2(e) of this Agreement. Licensee may contact the event coordinator or the MERC Capital Projects Manager at 731-7800 for assistance in addressing Center layout, architecture, design, electrical specifications, or other Center features which 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.

24. **Delivery of Notices:** Any notice, request, demand, instruction, or any other communication 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 Director.

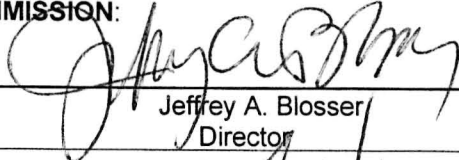
To Licensee: at the address provided in the License Agreement or at any of the offices designated in writing and provided to the OCC Director during the term of the License Agreement.

25. **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.
26. **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.
27. **Time is of the Essence:** Time is of the essence to this Agreement.
28. **Entire Agreement:** Except as provided in paragraphs 15 and 22, 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.
29. **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.
30. **Other Special Conditions:**


- a) Licensee hereby acknowledges that a major remodeling and expansion program for the Oregon Convention Center has commenced, with completion anticipated for April 2003. The project impacts will include the Oregon Convention Center's parking facilities, vehicular traffic pattern, and pedestrian walkways. There will be no parking available in the lot adjacent to the Oregon Convention Center during construction. Although the Commission does not anticipate significant interference with Licensee's event, some impact from construction is possible. Commission will use reasonable efforts to mitigate any disruption, in cooperation with Licensee's designated representative. In no event, however, will Commission be liable for any consequential damages, including claims for loss or reduced income resulting from the interference. Commission's liability, if any, shall be limited to a return of the License Fee for any period of time that Licensee is unable to use the Licensed Areas because of the interference.
- b) The Center reserves the right to close all or portions of the parking facilities for construction, building expansion, necessary repairs or other designated uses. Such closures will be at the discretion of the Center with no compensation to Licensee.

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:**

By: 
Title: Jeffrey A. Blosser
Director
Date: 12/09/02

LICENSEE: METRO

By: 
Title: Nancy Goss-Duram
Event Contact
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. Commission means the Metropolitan Exposition-Recreation Commission, the governing body of the Oregon Convention Center.
- B. General Manager means chief executive responsible for the management of all Commission facilities.
- C. OCC Director means the Oregon Convention Center Director who reports directly to General Manager.
- D. Center means Oregon Convention Center, Portland, Oregon, and all property and facilities therein.
- 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 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 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 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 Director.

5. Building and Public Safety:

- A. A public assembly permit is required for any trade show and/or event expecting 500 people or greater in attendance. The permit fee varies and is established by the Portland Fire Bureau and is the responsibility of the licensee. Some events with expected attendance of less than 500 people may be subject to the permit at the discretion of the OCC Director or designee.
- B. Notice of Event Requirements and Floor Plans: Before the sale of any exhibit space, Licensee shall submit to Commission for approval a complete 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 coordinator 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. OCC will allow show management into the facility as early as 6:00am, with no additional cost to licensee.
- F. The Center does not provide exhibit crate storage on site without specific written approval by the OCC 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 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 \$.10/ 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 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. The OCC Director or designee may, from time to time, at his or her discretion, designate specific smoking areas (e.g. King or Holladay Lobby).

6. Rental Regulations and Schedule:

- A. The rental fee designation in paragraph 2(b) of the License Agreements 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 2d) 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. 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 Director or designee prior to occupancy of the Center by Licensee.
- E. No room rental shall be charged for the function of banquets or other substantial food and/or beverage functions as approved by the OCC Director or designee.
- F. The normal 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.

Broadcast Rights/Recording: It is the responsibility of Licensee to make all arrangements for such recording and to notify the facility, in writing, as to these arrangements. Licensee may not engage in any broadcasting, telecasting, video-taping, audio recording or transcription activity without prior written permission by the OCC Director. The Licensee is responsible for all costs associated with such broadcast and/or recording rights.

8. **Exclusive Services:** The Center exclusively provides on-site advertising, parking, checkrooms, automated teller machines, Business Center, Electrical, compressed air, telecommunications, and all other utilities, 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.

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 which include lobbies, concourses, hallways, restrooms, meeting rooms (except when utilized for exhibit space), association offices, registration area 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.

D. The Center will provide trash disposal receptacles for trash, debris and general packing material as a result of exhibiting in the Center. 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 meeting room will be provided with a specific size of skirted staging, head table with draping, water service for head table, heating/cooling as required, lighting within the room, one standard microphone and lectern, tables, chairs, one easel 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. OCC charges \$50.00 per individual meeting room and \$125.00 per ballroom section for room set-changes or room turnovers.

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 125 lbs.), coat and luggage checking 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 500 people. Events under 500 people may be subject to medical specialist services at the discretion of the OCC 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 guard at each major entrance to control the ingress/egress of freight, materials, equipment and exhibitors connected with the event.

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 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 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 which 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 applicable 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 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 is 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 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 Director or designee. Use of special effects is not limited to the aforementioned items.

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