

Event: City of La Crosse 2016 Safety Seminar

Number: #7075

This agreement of lease, made and entered into on this 12TH Day of May 2015 by and between the La Crosse CENTER of the City of La Crosse, Wisconsin acting by and through its Director, hereinafter referred to as CENTER, and City of La Crosse, c/o Mark Johnson, 400 La Crosse St., La Crosse WI 54601. Hereinafter referred to as LESSEE.

WITNESSETH:

That under the terms and conditions hereof, the said CENTER grants to LESSEE a non-assignable right to use and occupy that portion of the La Crosse CENTER described as follows: South Hall A & B.

For the sole purpose, and no other of: Safety Seminar.

Under this agreement, LESSEE is entitled to use and occupy said premises as follows:

Move In/Set up: Tuesday, March 29, 2016.

Event Use: Wednesday, March 30, 2016.

Move Out: Wednesday, March 30, 2016.

The LESSEE shall vacate the premises and surrender possession of the CENTER to the city at:

MIDNIGHT on Wednesday, March 30, 2016. Time shall be of the essence of this agreement and the time herein granted shall not be extended for the occupancy or use of the premises by the LESSEE or for the installation or removal of equipment by the LESSEE without the express written permission of the CENTER Director, and all additional time shall be paid for according to the schedule of fees fixed by the CENTER Director, if such permission is granted.

RENTAL: It is understood and agreed that in consideration of the grant by the City of permission to use the CENTER; the LESSEE hereby agrees to pay to the CENTER the following rental for the use of the premises described hereinabove on the dates specified hereinabove: Four Hundred Fifty (\$450.00) Dollars rent plus a Utility Fee of Two Hundred Thirty (\$230.00) Dollars. CENTER to provide all beverages for this event in exchange for reduced rent. LESSEE to pay Twelve (\$12.00) Dollars per skirted table and Fifty (\$50.00) Dollars per 110V electrical outlet. LESSEE responsible for any additional charges for services provided by Center for this event. Base rental fee includes lights, normal cleaning, standard room setups and routine maintenance by the CENTER. LESSEE shall provide final setup details no later than 21 days prior to event. Any changes to event setup received within 72 hours of event will be subject to additional applicable labor and/or equipment fees.

DEPOSITS AND CANCELLATIONS: Upon execution of this agreement, a confirmation deposit of \$N/A is due on the N/A, and payable by cash, check, or money order to confirm the reservation for the event. This deposit is non-refundable if cancellation occurs within one hundred eighty (180) days prior to the event date.

- A. Should LESSEE fail to comply with or default in the performance of any of the terms and conditions of this agreement, CENTER reserves the right to cancel this agreement. Any deposit made by the LESSEE to CENTER can be retained by CENTER, and CENTER may seek other legal relief including the recovery of damages arising from or caused by LESSEE's failure to comply with the terms and conditions of this agreement.

TOTAL PAYMENT: LESSEE agrees to pay a base facility rental fee of \$450.00 which includes the houseman fee and any equipment or services excluding the electrical service and skirted tables. LESSEE will be responsible for any additional appropriate charges for services provided by the La Crosse CENTER for the event. Deposits will be applied to rental fee, and complete fee settlement is to be made on or before 15 days from billing date. LESSEE further agrees to pay all reimbursable costs due pursuant to the provisions of this agreement plus eighteen percent (18%) per annum (1.5% monthly) contingency if payment occurs thereafter. A \$50.00 fee will be added for each returned check transaction.

ENTIRE AGREEMENT: This agreement and any addenda, if so employed, represent the complete and entire understanding between the parties. This agreement may only be modified or amended in writing by both parties, and this agreement supersedes any and all contracts and negotiations between the parties.

SEVERABILITY: If any term, condition, covenant, provisions, or part thereof of this agreement is or is declared invalid, void, or unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

GOVERNING LAW: This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge the venue.

TAX EXEMPT: LESSEE shall file with CENTER IRS form W-9 or sufficient proof of tax exempt status. Unless tax exempt, LESSEE shall pay all applicable taxes incurred in connection with LESSEE's event.

INSURANCE AND INDEMNIFICATION: The LESSEE agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than **\$500,000.00** for each person injured or killed and not less than **\$500,000.00** for the injury or death of two (2) or more persons in any one occurrence, and a medical pay policy in the amount of not less than **\$5,000.00** for the injury of each person in any one occurrence, and property damage insurance in the sum of not less than **\$500,000.00** each occurrence. LESSEE shall furnish CENTER with a copy of said policy or a certificate that a policy of insurance has been issued no later than 21 days prior to event and the City of La Crosse shall be named as an additional insured thereunder.

LIABILITY HOLD HARMLESS: LESSEE agrees to hold harmless, indemnify and defend the City and its officers, officials, employees, agents and members or its boards and commissions from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description to persons or property arising out of or in connection with or occurring during the course of this lease where such liability is founded upon or grows out of the acts or omissions of any of LESSEE's agents, employees, subcontractors, or others in any way connected with LESSEE.

OCCUPANCY INTERRUPTION: CENTER retains the right to cause the interruption of any event in the interests of public safety, and to likewise cause the termination of the event when, in the sole judgment of the CENTER, to do so is necessary in the interest of public safety. LESSEE waives any and all claims or compensation from CENTER in the event of said interruptions or termination. CENTER reserves the right to access all areas for facility tours and operations.

FOOD AND BEVERAGE: CENTER reserves the right to serve any and all beverages including alcoholic beverages within the confines of the CENTER. All food and beverage served by CENTER personnel is subject to a 18% Service Charge. No food or beverages including beer, wine, and liquor shall be sold, carried, or given away in the building or within the boundaries set by city ordinance by LESSEE, attendees to event(s), or any individual exhibitor unless prior approval is granted by CENTER management. LESSEE agrees that only licensed caterers approved by the CENTER shall be employed upon the premises.

BAR MINIMUMS: Due to staffing requirements, the following charges and minimums apply to all bar service at the CENTER. A bartender will be provided free of labor charges if sales exceed an average of \$150.00 per hour per bartender. If this amount is not reached, a fee of \$30.00 per hour per bartender will be applied for each hour the minimum is not met.

DECORATORS AND CONTRACTORS: LESSEE agrees that only decorators and contractors approved by the CENTER shall be employed on the premises. LESSEE further agrees not to use any decorative materials prohibited by City Ordinance, including, but not limited to: crepe paper, cellophane, confetti, cotton, glitter, helium filled balloons, corn stalks, leaves, evergreen boughs, sheaves of grain, streamers, straw, paper, vines, moss, coniferous foliage or any similar flammable or combustible materials in or about the premises. All decorative materials must have prior approval of the CENTER Director.

ADDITIONAL PROVISIONS: All rights not expressly granted herewith to LESSEE are reserved to CENTER. Except for elementary, high school and religious events, effective October 14, 2013, tickets for events priced at \$10.01 and above shall include a One Dollar and Fifty Cent (\$1.50) Facility Fee. Any decision affecting any matter not expressly provided for herein shall rest solely with the discretion of the CENTER Director.

For the LESSEE
City of La Crosse.

For the Lessor, City of La Crosse

Taxpayer ID# _____

Mayor

By: _____

City Clerk

Title

Director, La Crosse Center
Approved as to form and execution this
_____ Day of _____ 20_____.

March 30, 2016 Safety Seminar.
#7075

City Attorney