



Version 2.1.2021

University Lease LA-600__

License Agreement No. «CONTRACTNUMBER»

This License Agreement (hereinafter referred to as the "License Agreement" or "Agreement"), made this «DATETODAY», by Saint Paul Arena Company, on behalf of the Saint Paul RiverCentre Convention & Visitors Authority, a Minnesota nonprofit corporation authorized to equip, maintain and operate the Saint Paul RiverCentre, pursuant to 2005 Laws of Minnesota, Chapter 152, Article 1, Sections 1 and 38 (hereinafter collectively called "Manager"), and, **Regents of the University of Minnesota, through its «CUSTOMERNAMECAPS»** hereinafter called "User").

User: Regents of the University Of Minnesota through its College of Continuing and Professional Studies

User acknowledges and warrants that it has properly and lawfully authorized the execution of this Agreement and that it has further authorized the below-identified person[s] to execute this Agreement on behalf of User.

Witness: All paragraphs recited herein are incorporated and made a part of the License Agreement unless inapplicable by their terms in relation to User's event or performance to be presented in Manager's facilities. It is mutually agreed between Manager and User as follows: Manager grants to User a non-assignable right to use and occupy that portion of Saint Paul RiverCentre as described below, herein referred to "Exclusive Licensed Space". "Saint Paul RiverCentre" space is defined as, except the Exclusive Licensed Space, including, but not limited to, the common areas, corridors, restrooms, elevators, stairways, connected parking facilities, skyway, sidewalks and loading dock areas. User acknowledges and agrees that this Agreement creates a license only and that User does not, and shall not claim at any time, any interest or estate of any kind or extent whatsoever, including, but not limited to any fee, leasehold or easement interest in the Exclusive Licensed Space by virtue of this license or the User's use of said property in accordance herewith.

EVENT NAME: «EVENTNAME»

EXCLUSIVE LICENSED SPACE:

MOVE IN:

MOVE OUT:

RENT:

ADDITIONAL OPERATING COSTS: User agrees to pay for stage labor, electrician's labor and equipment rental including, but not limited to, items on Addendum A of this License Agreement.

TERMS AND CONDITIONS: See attached pages 1 – 4, Addendum A, Addendum B and Exhibit A for terms and conditions of use. (Version 2.1.2021)

INSURANCE REQUIREMENT: The insurance coverages and certificate of insurance described in Exhibit A attached hereto are due to this office two weeks prior to event.

FINAL PAYMENT:

If you are a tax-exempt organization, please include your exemption certificate(s) with your signed license agreement.

Balance due upon invoice	<input type="checkbox"/> Check box if you wish the final balance to be charged to your credit card
--------------------------	--

Manager and User agree that final payment may be completed with a Credit Card.

If you wish to pay your final invoice by credit card, please complete the credit card information on the Credit Card Information page.

If paying by check, please note License Agreement Number «CONTRACTNUMBER» on check.

Every provision of this Agreement shall be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.

THIS AGREEMENT WILL BE DEEMED CANCELLED WITHOUT ANY FURTHER ACTION NECESSARY BY THE MANAGER if not returned with the appropriate deposit by: «NULLVOID»

IN WITNESS WHEREOF, each party has caused this Agreement to be signed and delivered by its duly authorized representative, effective as of the date first above written.

User: User: **Regents of the University of Minnesota, through its**

Manager: Saint Paul Arena Company on behalf of the
Saint Paul RiverCentre Convention & Visitors Authority

By: _____

Please Print Name and Title

By: _____
James Ibister
Vice President and General Manager Saint Paul RiverCentre
Saint Paul Arena Company

User agrees to the Cover Pages and Terms and Conditions unless a check is indicated in the box below and pages with changes are specified and attached:

I have made changes to and have initialed the attached pages: _____

Please return two copies of the signed License Agreement Cover Pages to: «NAMEANDTITLE», Saint Paul RiverCentre, 175 West Kellogg Blvd., Suite 501, Saint Paul, MN 55102. If you are a tax-exempt organization, please include your exemption certificate(s) with the signed Cover Pages. You may retain all pages of the Terms and Conditions pages 1-4 unless changes have been requested.

Please list advance or on site contact information if different from User:

«CUSTOMERNAME1»
«ATTENTION»
«CUSTOMERNAME2»
«CUSTOMERNAME3»

Name: _____

E-mail address: _____

Work Phone: _____

Cell Phone: _____

CREDIT CARD INFORMATION

License Agreement No.«CONTRACTNUMBER»
«EVENTNAME»

FINAL PAYMENT:

By entering your credit card information below, you are authorizing Saint Paul RiverCentre to charge your credit card for the final invoice amount as noted on the Cover Page of the contract.

Balance due upon invoice	<input type="checkbox"/> Check box if you wish the final balance to be charged to your credit card
--------------------------	--

Manager and User agree that final payment may be completed with a Credit Card.

Type of cards accepted: ___ Visa ___ MasterCard ___ American Express ___ Discover

Print full name on account: _____

Credit Card # _____ Expiration: _____

Security Code: _____ (3 or 4-digit code located on the back of the credit card)

Is the mailing address listed above, the mailing address for the credit card statement: Yes () No ()

If no, please list the address for the credit card statement:

Company Name: _____

Street: _____

State: _____ Zip code: _____

This information is being collected separately from your signed contract to comply with Visa and MasterCard Data Security Rules effective September 30, 2007, and with the Minnesota law effective August 1, 2007 (Minn. Stat. 325E.64; H.F. 1758). This security rule and law prohibit storage of cardholder information and requires destruction of cardholder information.

Your credit card information will be stored in a secure area with limited access until the final payment is made. At that time, all information containing your credit card number (including this form) will be destroyed.



The Following Paragraphs Detail the Terms and Conditions of this Agreement

1. **ACTS OF NATURE, AND OTHER EVENTS BEYOND EITHER PARTY'S CONTROL** – Should the event be unable to be held due to, or the premises, or any part thereof, be destroyed or injured by any of the following: fire, the elements, Acts of God, mob riot, war or civil commotion, or act of civil authority, or any part of the premises be interfered with by such causes or strikes, or other causes beyond the control of User or Manager, User or Manager may, in the exercise of its discretion, terminate this License Agreement, in which the event, Manager shall refund to User any deposits or payments that have been made for the period of the event prevented or interrupted, and User and Manager hereby expressly waive any claim for damage or compensation should the Agreement be so terminated. Manager and User shall in no way be liable to the other in any way for any personal property or other damage, inconvenience or annoyance to User arising from any of said causes or on account of strikes, lockouts or other labor difficulties. For clarity, an Act of God as referred to herein will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; or federal, state, or local governmental orders or advisories). If this License Agreement is cancelled due to Covid-19 related events, neither party shall have any liability to the other, provided that any deposits or amounts paid by one party to the other shall be promptly refunded.

2. **ADVERTISING AND PROMOTION** - User agrees to the following advertising, promotion and communication requirements to maintain proper Manager identification and to fulfill the terms of the Manager's License. All radio, television, newspaper or other advertising, as well as promotional releases, tickets, placards, or other written or printed matter, or any photograph, motion picture, television tape, recording or other items, materials or documents which relate to the event or contain the name, picture or trademark of the Manager, shall be submitted to Manager for Manager's approval, at least seven (7) days prior to its intended publication, telecasting, broadcasting or other use. Materials will be reviewed for accuracy of venue information only. When appropriate, submitted material shall include a precise schedule specifying dates of advertising and medium(s) of coverage (e.g. designations of newspapers, television stations and/or magazines in/on, which such advertising shall appear). In no event shall User promote, advertise or arrange for the promotion or advertising of the event, in any medium whatsoever, prior to receipt of written approval from Manager. Such approval will not be unreasonably withheld. When using the standard Manager's logo (Saint Paul RiverCentre or Roy Wilkins Auditorium) in event advertising or promotion, graphic requirements must be adhered to. The Manager at its sole discretion may make exceptions. Notwithstanding anything in this paragraph to the contrary, User acknowledges that there shall be no visual depiction of the Manager for advertising, promotional or any other purposes without the express written approval of Manager. User represents and warrants to Manager that it has secured all rights required to advertise or promote the event, including the appearance of all artists, athletes or other persons participating therein. User hereby guarantees that all persons or groups advertised as appearing in the event shall in fact participate in the event as advertised, except that withdrawal by any persons or groups after advertising and promotional materials are printed will be announced at the event.

RADIO AND TV - No event presented in the Exclusive Licensed Space and/or Saint Paul RiverCentre or Roy Wilkins Auditorium shall be broadcast without express consent of Manager. User shall pay to Manager, in addition to any other amounts herein specified, as follows: \$500 or 5%, whichever is greater, not to exceed \$1,500, of such contract User may have with a radio or television network for the broadcasting or telecasting of the event(s).

3. **AMERICANS WITH DISABILITIES ACT COMPLIANCE** – Manager represents that Saint Paul RiverCentre and Roy Wilkins Auditorium are in compliance with the regulations of the American With Disabilities Act ("ADA") and will defend and hold the University harmless from any and all claims arising from charges of non-compliance by the Manager with regulations of the ADA, including specifically those applicable to public accommodations. University agrees to be responsible for providing any auxiliary aids needed in any meeting rooms or function space by its attendees and for all ADA requirements applicable to seating arrangements, display, exhibits and presentations.

4. **BUILDING REGULATIONS**

HELIUM BALLOON RESTRICTIONS – Use of helium balloons must be approved in advance by Manager.

RETENTION OF LOST ARTICLES - Manager shall have the sole right to collect and shall have custody of articles left, lost or checked in the building by persons attending any event held in the premises, and the User or any person in User's employ, shall not collect nor interfere with the collection or custody of such articles.

SIGNS AND POSTERS - User will not post nor allow to be posted, signs, advertisements, show bills, lithographs, posters or cards of any description in or on any part of Saint Paul RiverCentre, except in regular locations provided by Manager, and only those pertaining to the event listed in this Agreement for and such period of time as designated by the Manager will be allowed. User shall remove forthwith all such signs objectionable to Manager. Information regarding signage size specifications and Saint Paul RiverCentre installation rates is available upon request.

SMOKING - Saint Paul RiverCentre including the Exclusive License Space is a smoke-free facility. User will be responsible to make periodic announcements over the Public Address System regarding the building's "NO SMOKING" policy. User shall fully cooperate in enforcing the "NO SMOKING" policy. Further, User will not permit open flames to be used at any time in the Exclusive Licensed Space and/or Saint Paul RiverCentre except as part of a theatrical presentation and with permission of Manager.

5. **BUILDING REQUIREMENTS**

EQUIPMENT RENTAL - A daily rental fee shall be charged for the general use of equipment. User shall pay the labor for set-up and removal, and any damage to building or equipment caused by such set-up or the User shall pay removal. Please ask your Saint Paul RiverCentre Event Manager for basic equipment rates and sound, video and lighting packages.

INFLAMMABLE MATERIALS - User shall not, without the permission of the Manager, put up or operate any motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than gas or electricity for illuminating the Exclusive Licensed Space and/or Saint Paul RiverCentre.

PERSONNEL - In addition to any other payments herein specified, User agrees to pay for all personnel and labor services at prevailing rates including, but not limited to, police, security guards, ushers/guest services, ticket takers, ticket sellers and supervisors, or other personnel deemed necessary by Manager in consultation with User. Manager shall furnish such personnel as necessary for ordinary cleaning and janitorial service and maintenance of the premises and the User shall reimburse the Manager for such costs. In the event it becomes necessary to employ outside assistance for handling User's freight, supplies, equipment and scenery, or to employ extra help such as stagehands, custodians, public address system operators, projectionists, decorators, and any other labor not provided by Manager, such extra help shall be at the sole expense of User and be obtained for User by Manager in consultation with User.

POLICE OFFICERS, SECURITY GUARDS, USHERS, FIRE PROTECTION AND FIRST AID – User and Manager shall discuss and agree upon any necessary services and staffing levels for each event. If services for American Red Cross (first aid), Saint Paul Police Officers, security guards and ushers /guest services personnel are scheduled through Manager, User shall pay for contracted services at the prevailing rates.

Police officers, security guards, ushers/guest services, fire inspector(s) and first aid personnel shall report at least one hour prior to the announced event-starting time and remain until the event is over and the building has been cleared. Further, User agrees that all police officers, security guards, ushers, fire inspectors and first aid personnel are deemed to be User's subcontractor and the Manager is only the hiring agent of the User as regards to such staff.

PYROTECHNICS –User must provide notification upon execution of this Agreement if pyrotechnics will be used during the presentation of this event. Pyro technicians must be licensed by the State of Minnesota and approved by the Fire Prevention Division of the City of Saint Paul. A copy of the event permit, issued to the pyrotechnics company by the Fire Prevention Division of the City of Saint Paul, must be on file with Manager prior to the event date. As a requirement of the Fire Prevention Division of the City of Saint Paul, Manager will send a letter to the pyrotechnic company authorizing the use of proposed pyrotechnics in the Exclusive Licensed Space. **A separate certificate of Commercial General Liability Insurance**, provided by the licensed pyro technician, must be on file with Manager prior to the event date. The certificate must endorse **all parties** listed in Exhibit A of the Terms and Conditions of this Agreement, as additional insured, with a limit of not less than \$5,000,000 combined single limit. No pyro technics will be allowed without receipt of an acceptable certificate. User must provide a separate Certificate of Insurance as stated in Exhibit A of the Terms and Conditions of this Agreement, containing no pyrotechnics policy exclusions or limitations.

SET-UP ARRANGEMENTS - User will file with Manager at least ten days prior to the event a full and detailed outline of all elements of the event, including, but not limited to: move in and event timing, a copy of the floor plan, stage and sound requirements, equipment rental needs and all other set-up requirements and information required by Manager concerning such event.

Changes to the initial table and chair set in each room will be billed as follows for EACH additional change:

Saint Paul RiverCentre Exhibition Halls A/B	\$240.00 per section
Saint Paul RiverCentre Grand Ballrooms	\$135.00 per section
Saint Paul RiverCentre Meeting Rooms	\$80.00 per room
Roy Wilkins Auditorium	\$255.00
Roy Wilkins Studios	\$125.00 per room
Roy Wilkins Exhibition Hall	\$225.00

STAGEHAND/PRODUCTION LABOR - The International Alliance of Theatrical Stage Employees Union (IATSE) is the technical team that has jurisdiction over any equipment as it pertains to production, staging, props, audio-visual, meeting presentation equipment, sound, lighting and rigging. User will set up in compliance with existing union agreements all equipment, exhibits or scenery. Manager's house lights and public address system shall at all times be subject to sole control and operation of Manager, unless User's usage is specifically approved by Manager as to time and duration of use. Alterations of the original stage and/or floor plan provided by User shall be subject to regular labor charges in effect. IATSE labor and electrician's labor will be billed at the prevailing rates for the set-up, tear down and monitoring of the event.

SPECIAL SERVICES - Unless otherwise authorized by the Manager, all plumbing, gas, electrical, telephone, cable, internet or carpentry work required to be done upon the Exclusive Licensed Space, in connection with User's rental, shall be supplied/performed by Manager, for which User shall pay the rates established by Manager for such services. Electrical connections must be made by Manager to meet current fire regulations and other applicable codes. Multiple plugs such as twin sockets and cube taps are not permitted and will be removed by Manager. Electrical service, compressed air, water, telephone and internet service order forms are available online at www.rivercentre.org or through your RiverCentre Event Manager.

6. **CANCELLATIONS** – User acknowledges and agrees that the User’s failure to make payment of the rent deposit(s) or any part thereof within ten (10) days after notice of failure to pay at the times specified on the Cover Page(s), or a failure to perform or comply with any other terms, conditions or covenants contained in this Agreement within thirty (30) days after notice shall constitute an event of cancellation, thereby authorizing the Manager acting at its sole discretion to terminate this Agreement. Any day of event non-performance, no-show, or intent to cancel by User shall constitute a cancellation as described in this Section 6; and User shall be responsible for all cancellation fees and liquidated damages as described herein. In case of suit or action instituted by Manager to enforce compliance with this Agreement, User agrees to pay all court costs and expenses of Manager, including reasonable attorney’s fees and costs arising from such suit or action. Manager agrees to provide User thirty (30) days notice prior to initiating any suit or action against User.

Except as provided herein, User shall have no right to terminate or cancel this Agreement. User understands, recognizes and agrees that the Manager will incur substantial damages, which will be unduly burdensome to calculate, if User fails to fulfill its obligations under this agreement. Therefore, User agrees, in the event User cancels or terminates this Agreement in a manner not expressly allowed by this Agreement, to pay Manager liquidated damages in an amount **equal to the rental fee and estimated food and beverage costs**. User further covenants that if User defaults in the payment of the rent or any part thereof within ten (10) days after notice of failure to pay at the times specified without extension by Manager, or if any other material default or violation of the Agreement is made by User and such material default or violation continues for thirty (30) days after notice, this Agreement, at the option of the Manager and shall cease and terminate and Manager shall have the right to re-enter the premises with or without process of law. In such event, User agrees to peaceably give up possession of the premises, and shall remain responsible for the **rental fee and estimated food and beverage costs**, unless this Agreement has been terminated by either party in accordance with Section 1 of these Terms and Conditions.

7. **COMPLIANCE WITH LAWS** - User agrees that everyone connected with the event and while under User’s control shall comply with all laws of the United States and the State of Minnesota and all Saint Paul City ordinances, together with all requirements of the Saint Paul Police and Fire Departments, and will not do, nor allow to be done, anything on Exclusive License Space and/or Saint Paul RiverCentre during the term of this License in violation of any such laws or ordinances; and if the attention of the Manager is called to such violation on the part of the User, or any person employed by or admitted to the Exclusive Licensed Space and/or Saint Paul RiverCentre by the User for the Event, such User will immediately desist from and correct such violations. Security Guards hired by the User will be directed and assigned by Manager.

SALES TAX REGISTRATION - Any business, individual, exhibitor, promoter or operator making taxable sales during the Event must be registered to collect the Minnesota **6.875 percent sales tax, .5 percent sales tax for the City of Saint Paul and a .25 percent Ramsey County Transit Tax**, before the Event begins. The Application for Business Registration, Form ABR, is available on the MN Department of Revenue website at www.taxes.state.mn.us or by calling 651-282-5225.

PROOF OF REGISTRATION - Minnesota law requires that before the operator of a selling Event can rent space to a seller, exhibitor or business at the Event; the operator must have either proof that the seller is registered to collect Minnesota sales tax. Sellers, exhibitors or businesses that intend to sell at the Event, are required to give the operator a completed Operator’s Certificate of Compliance, Form ST-19, or other similar written statement for this purpose. Operators who do not have Form ST-19 or a similar written statement from sellers, can be fined by the State of Minnesota a penalty of \$100 for each seller that is not in compliance for each day of the Event. Form ST-19 is available on line at www.taxes.state.mn.us/forms/st19.pdf. The current sales tax in the City of Saint Paul, Minnesota, is **7.625 percent**. RiverCentre provides this as information only and accepts no responsibility for enforcement.

8. **DAMAGE TO REAL AND PERSONAL PROPERTY**

PROPERTY OF MANAGER - User assumes all liability for all damage to all real and personal property of the Manager, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic (the “HRA”), and/or the City of Saint Paul, Minnesota, a municipal corporation (the “City”), contained within the Exclusive Licensed Space and Saint Paul RiverCentre caused by the fault or negligence of the User, its agents, employees, contractors, subcontractors and lower-tiered contractors, patrons, guests, or any person admitted to the Exclusive Licensed Space and/or Saint Paul RiverCentre by the User for the Event. In the event such loss occurs, Manager will contract for such repairs and/or restoration as necessary to reasonably restore the Exclusive Licensed Space and/or Saint Paul RiverCentre to the condition, which existed at the commencement of this Agreement within a reasonable period of time of the occurrence. Manager will invoice User for said damages and User further agrees to waive dispute of the fair and reasonable cost of such repairs and shall make payment within 30 days of **receipt of a detailed invoice** from the Manager.

PROPERTY OF THE USER - Manager, HRA, and/or City assumes no responsibility whatever for any property owned by or placed on the Exclusive Licensed Space and/or Saint Paul RiverCentre by the User, or for the property of others in the care, custody, or control of the User. User waives any rights to claims of any kind against the Manager, HRA, and/or City for the loss or damage of such property, unless such loss or damage is the result of willful or negligent acts or omissions of Manager, HRA, and/or City, their agents, employees, contractors or representatives.

PROPERTY PROTECTIVE SERVICES - Watchman or other protective service desired by User must be arranged for by special agreement with Manager and paid by User.

9. **EXCLUSIVITY** - Manager has the exclusive rights to the selection, distribution, advertising, and promotion of certain designated products, brands, and other items. Any infringement on these items is a material breach of this Agreement with Manager. Written permission must be given in order to modify any existing exclusivity agreements Manager has with vendors, suppliers, advertisers, or other designated entities. Manager shall provide to user upon the execution of this Agreement a list of all such vendors, suppliers, advertisers or other entities with which it has an exclusivity agreement.

10. **INDEMNIFICATION** - User agrees to indemnify, save, defend and hold harmless the Manager, HRA and City, and their agencies, officers, and employees from all claims, including all reasonable costs, expenses, and attorney's fees, that may in any manner arise out of or result from:
- a. User's work, conduct, management or use, on the Exclusive Licensed Space and/or Saint Paul RiverCentre.
 - b. Any act, error, or omission of the User or any of its agents, employees, contractors, subcontractors or lower-tier contractors, patrons, or guests, or any person admitted to the Exclusive Licensed Space and/or the Saint Paul RiverCentre by or on behalf of the User for the Event, except for claims arising out of the willful or negligent acts or omissions of the Manager, HRA and City.
 - c. The limitation of the User's (University's) liability under this Agreement is governed by the provisions of the Minnesota Tort Claims Act and other applicable law.
11. **EXCLUSIVE CATERING/CONCESSION PROVIDER** – Manager and/or Manager's exclusive in-house caterer/concessionaire retains the exclusive right to provide, control, sell, give away, dispense and serve all food and beverages for onsite consumption throughout Saint Paul RiverCentre and Roy Wilkins Auditorium for all Events including, but not limited to hospitality, banquets, break services, concessions, vending and sale of alcohol and non-alcoholic beverages, and shall control and retain any revenues therefore. User is responsible for making all catering/concession arrangements with Manager's exclusive in-house caterer/concessionaire. User, User's exhibitors and show attendees are not permitted to bring food, beverages and/or alcoholic beverages into the facility for private consumption for any reason or at any location within the Saint Paul RiverCentre and Roy Wilkins Auditorium. Prohibited items include, but are not limited to: deliveries of pizza; subs; other fast food or snacks, either from a restaurant, store or by a designated runner; food and beverages served from show manager's office (other than those provided by our caterer); alcoholic beverages unless served by our caterer; ice chest/coolers containing food or beverage products purchased outside of Saint Paul RiverCentre/Roy Wilkins Auditorium; outside individual beverages (whether single bottles or in cases) including private-labeled water bottles for distribution to attendees. **For any avoidance of doubt, the possession and use of personal water bottles by individual employees, agents and contractors of User at the event is not a violation of this provision.**

CONCESSIONS - All concession rights are reserved to the Manager and/or Manager's contracted exclusive concessionaire via permanent and portable concession kiosks/stands. Manager reserves the right to erect portable concession stands as needed for serving the User's patrons in a space equal to but not less than 1% of gross square feet of User's space and in locations mutually agreeable to both concessionaire/caterer and User. Some portable stand locations are dictated by Manager based on electrical service needs. Manager and/or Manager's contracted concessionaire shall have the sole right to sell merchandise, souvenirs, compact discs, DVDs, programs and novelties collectively "non-food items". User is entitled to seventy percent (70%) of gross proceeds for the sale of non-food items, unless another rate is negotiated and attached by addendum, from the sale of non-food items. Revenue from non-food items shall be retained by the Manager, less the artist's/User's share.

PERMITTED FOOD SERVICE – No food or beverage may be brought into the Exclusive Licensed Space by exhibitors, sponsors, attendees or User, if such items are specifically permitted by express prior consent of Manager in writing a minimum of thirty (30) days prior to the Event date. Any outside food or beverages permitted shall be subject to a corkage or service fee.

SAMPLING – Food industry shows or events containing significant food elements may conduct sampling upon prior written approval by Manager. A maximum number of sampling booths may be set at the discretion of Manager for non-food industry shows. Items dispensed are limited to products manufactured, processed, or distributed by exhibiting firm or sponsor. Items may be sampled only, and cannot be sold for consumption on or offsite. Sample sizes are (1) one ounce or less (similar size to a fun size candy bar or volume to fill a condiment cup) and a beverage sample is non-alcoholic and less than (3) three ounces (slightly less than a ¼ cup).

The exhibitor, sponsor, or User distributing sample items must have a valid Special Event Food Stand License issued by the State of Minnesota Department of Health. Applications are available by calling the MN Department of Health at 651-201-4500. Ask to speak with the Health Inspector responsible for RiverCentre events. Compliance of all MN Department of Health regulations regarding sampling is the explicit responsibility of User. User is responsible for distribution of facility sampling guidelines to sponsors and exhibitors. User must supply a copy of all Special Event Food Stand Licenses and a plan for health regulation compliance to Manager no less than fourteen (14) business days prior to the Event Move In date. For more information on Special Event Food Stand Licensing please visit the MN Department of Health website at <http://www.health.state.mn.us/divs/eh/food/license/specevent.html>.

BREACH OF CATERING/CONCESSION PROVISIONS - Failure to adhere to these policies will be considered a breach of contract. **User will have the opportunity to remedy the breach within a reasonable amount of time. Failure to cure the breach within such time may result in a charge of 100% of the estimated costs of the product distributed in violation of this Section 11.** Product rate will be based on Manager's current catering or concession menu. The charge for the breach will be placed on the final Event invoice.

12. **MANAGEMENT** - The privileges granted User herein shall not be construed as a waiver of management rights, and Manager retains full and complete rights to manage and control the premises and to enforce all rules and regulations it deems necessary for the management and control of said Exclusive Licensed Space and/or Saint Paul RiverCentre. Manager's management may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. Such authorized personnel shall display proper identification and, upon request by user, shall inform User of all management concerns related to such inspection. Unless otherwise specified in writing, Manager shall be privileged to schedule other similar events both before and after the dates of this License without notice to User. In order for RiverCentre and such complex to operate efficiently, it will be necessary to schedule and share use and availability of services and facilities of RiverCentre and such complex (including, but not limited to, entrances, exits, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators, walkways, skyways and tunnels, and club and concessions areas), provided such events shall not unreasonably interfere with User's use of RiverCentre.

13. **MOVE-OUT RESPONSIBILITY** - In the event that the Exclusive Licensed Space and/or Saint Paul RiverCentre are not vacated by User on the date specified herein, Manager is authorized to remove from the Exclusive Licensed Space and/or Saint Paul RiverCentre, at the expense of the User, all goods, wares, merchandise and property of any kind left therein, and Manager shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained by reason of such removal.
14. **NONDISCRIMINATION** - In compliance with Chapter 183 of the Saint Paul Legislative Code, User agrees that during the term of this agreement, it will not discriminate based on a person's race, color, creed, religion, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance in employment, education, real property, public accommodations or public services.
15. **NOTICES** - Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when hand delivered (with receipt) or deposited in the United States Mail, first class postage prepaid, addressed Director of Booking, Saint Paul RiverCentre, 175 West Kellogg Blvd, Suite 501, Saint Paul, MN 55102.
16. **OVERDUE ACCOUNTS** - A service charge at the rate of 1 1/2% per month will be charged on account balances open beyond thirty days from date of billing.
17. **OVERTIME** - Any event lasting longer than the time stated above in the paragraph entitled "EXCLUSIVE LICENSED SPACE" shall incur a charge of a half-day rental fee, per half day plus all related expenses.
18. **PARKING** - This License Agreement makes no guarantee as to the availability of public parking, parking rates, or policies of public parking around the complex including but not limited to the Saint Paul RiverCentre Parking Ramp and the Kellogg Parking Ramp. All public parking rates are subject to change at any time. Public parking availability is conditional to the activity in the surrounding area and may or may not be available in the immediate area.
19. **PATENTS-TRADEMARKS-COPYRIGHTS-ROYALTIES** - User assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used in the conduct of said events and agrees to indemnify and hold harmless Manager, HRA, and/or City from all damage, costs and expenses on account of the use of any such materials, equipment, devices, processes or dramatic rights by User or its agents, performers and exhibitors. User agrees to pay all royalties, license fees and other charges accruing or becoming due by reason of any music, live or recorded, or other entertainment of any kind played, staged or produced by User, its agents, employees or Users upon the Exclusive Licensed Space.
20. **RETENTION OF MANAGER'S AUTHORITY** - Any decision affecting any matter not herein provided for shall be resolved by mutual agreement of the University of Minnesota and the Vice President and General Manager of Saint Paul RiverCentre on behalf of the Saint Paul RiverCentre Convention and Visitors Authority and its Executive Director.
21. **USER PROTECTION** - User acknowledges Manager's policy (being a public facility) that it will not exclude events of a nature similar to that presented by the User at any time before or after the interests of the User granted hereunder.

Addendum A is an equipment rental list and has been intentionally deleted from this template. A copy of the equipment rental list will be provided by your Event Manager upon request.



ADDENDUM 'B'

Vendors, Sponsors and Advertisers at RiverCentre include but are not limited to the following

VENDORS

**MHC Culinary Group
Impark**

Sponsorships

**Coca-Cola
Loffler – Signage Wilkins Hallway
Republic - Signage**

EXHIBIT A

INSURANCE REQUIREMENTS - User and all of its agents, contractor and subcontractors shall procure and keep in force during the term of this Agreement, the following described insurance coverages from insurance companies authorized (licensed) to do business in the State of Minnesota:

Commercial General Liability Insurance, including coverage for bodily injury, property damage (including the property described as in this agreement), personal injury (including death) and advertising liability with the following minimum coverage limits: coverages in the amount of **\$1,500,000** for each occurrence and at least **\$3,000,000** aggregate. Each of the insurance coverages required herein shall include the following provisions:

- a. Contractual Liability covering this License Agreement
- b. Worker's Compensation Insurance that meets the statutory obligations with Coverage B - Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease - each employee.

EVIDENCE OF COVERAGE - User shall furnish to Manager a certificate of insurance naming Saint Paul RiverCentre as an additional insured and providing a 30 day notice if the policies are cancelled, not renewed or materially changed.

FAILURE TO PROVIDE EVIDENCE OF COVERAGE - Failure to furnish proof of such insurance two weeks prior to move-in date or upon execution of this lease, whichever occurs first, shall be cause for Manager's termination of this License Agreement with written notice to the User, with forfeiture of any deposit made. The inability of User to procure or maintain insurance coverage for liability assumed under this License Agreement does not absolve the User of the liability.