

**LICENSE AGREEMENT**

#«Event\_Id»

9/29/2015

This License Agreement (this "Agreement") is entered into by and **between THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("Licensor") and «COMPANY\_NAME» ("Licensee") having an address of: «Address1» «Address2», «City», «StateProvince» «ZipPostal\_Code» as of the date this Agreement is executed by both parties and, if applicable, Licensee has paid the first deposit pursuant to Section 5.2 (the "Effective Date"); provided, however, that this Agreement shall not become effective unless it is signed by both parties prior to [insert execution deadline] (the "Execution Deadline").

In consideration of the terms, conditions and mutual covenants and agreements herein contained, Licensor hereby grants to Licensee, and Licensee hereby accepts and agrees to exercise, a license for access to the common areas of the **Music City Center, a facility located at 201 Fifth Avenue South, Nashville, TN** (the "Center") made available to Licensee and for use of such of the Center's room(s) (the "Premises") as are described in Section 1 for the purposes described in Section 2 during the time described in Section 3 and subject to all the terms and conditions herein.

**SECTION 1. PREMISES LICENSED, TIME AND FEES.**

<b>Date</b>	<b>Time</b>	<b>Function</b>	<b>Room</b>
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**LocationTemp**

<b>BASE FEE</b>	<b>«Rental_Amount»</b>
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**SECTION 2. PURPOSE.** Licensee shall use the Premises solely for the purpose of conducting the following event: «Full\_Event\_Name» (hereinafter called the "Event"), which Event shall include, but not be limited to, [insert things such as a tradeshow, dance, reception, dinner, etc.].

**SECTION 3. LICENSE PERIOD.** This license is granted for the overall period (the "License Period") commencing at «In\_Time» on «In\_Date2», and terminating at «Out\_Time» on «Out\_Date2».

**SECTION 4. INCLUDED ITEMS AND SERVICES; PROVISION OF SERVICES.**

- 4.1. Included Items/Services.** Licensor shall provide, without additional charge, only those items or services that are explicitly included in the Base Fee, as defined in Section 5.1(A). If Licensor is required to provide items or services other than those included in the Base Fee, Licensee shall pay for such additional items or services at Licensor's prevailing rates at the time provided.
  
- 4.2. Utilities.** Licensor shall provide customary lighting, heating, and air conditioning at no additional cost to licensee during show hours. Licensee shall pay the cost of any special lighting as well as any heating and air conditioning of exhibit halls during move-in/out periods, compressed air, water and gas. Utilities will be charged for at the prevailing rate.
  
- 4.3. Exclusive Licensor Services.** Licensor reserves for itself or its agents, contractors or concessionaires the exclusive right to provide the following sales and services (the "Exclusive Services") at the Center: (i) food and beverage Services (Licensor shall provide all food and beverage service in the Center and no outside food and beverages may be brought into the Center without the written approval of Licensor); (ii) electrical services (Licensor serves as its own electrical service contractor and provider of all electrical services in the Center); (iii) telecommunications and data services (Licensor is the sole provider of telephone, Internet, high speed data communications in the Center. All communications needs are to be exclusively provided

by the Center.); (iv) rigging services (All rigging needs at the Center shall be exclusively provided by Licensor); and (v) event staffing and move-in/out security, and Licensee shall not engage in or undertake the sale of any of the aforesaid articles or privileges, without the prior written consent of Licensor.

- 4.4. Licensee's Right to Provide Services.** Except as provided in Section 4.3 hereinabove, Licensee may provide goods and services appropriate to its permitted use of the Center only upon obtaining the prior written consent of Licensor. Licensee shall arrange and pay for all decoration signs, booth equipment, musical instruments and musicians' permits and licenses and radio and television services.
- 4.5. Service Orders.** Licensor shall assign Licensee an Event Manager. Licensee shall be responsible for making arrangements with the Event Manager for all services and support personnel, according to the schedule attached hereto as Schedule I. Service order forms are available on Licensor's website. Licensee or any other individuals designated in writing by Licensee may issue written orders subject, however, to the discretion and approval of Licensor.

## **SECTION 5. CONSIDERATION AND PAYMENTS.**

- 5.1. Consideration.** Licensee shall pay to Licensor the sum of the Base Fee and the Event Related Fees, (collectively the "License Fee") as each are defined below:
- A. **Base Fee.** The Base Fee shall be equal to the total of the sums set forth in the row labeled "Base Fee" in Section 1 hereinabove and only covers (1) access to the common areas of the Center and use of the Premises during the License Period and (2) a set of tables, chairs and trash cans in any licensed meeting rooms. [Notwithstanding anything herein to the contrary, the amount of the Base Fee payable by Licensee shall be decreased by that amount equal to the total sums received by Licensor from any hotel making a contribution to the Base Fee pursuant to the hotel contribution agreement (the "Hotel Contribution Agreement") that is attached hereto as Exhibit B.]
- B. **Event Related Fees.** Event Related Fees shall be equal to the total of fees for food and beverages, tables and chairs (other than the complimentary sets in the meeting rooms), special equipment, utility hookups, Internet and data connections, skilled and unskilled labor, security personnel, decorators, and other, if any, services, goods, and support personnel provided by Licensor for the Event. **Licensee agrees to a food and beverage minimum purchase of [Dollars] («Min\_Contracted\_FB»)** (the "Food and Beverage Minimum") excluding alcohol, sales tax, service charges and cash concessions. In the event these minimums are not met, Licensee shall be responsible for the payment of the difference between actual food and beverage expenditure and the minimum that is required.
- 5.2. Deposits.** [For so long as the Hotel Contribution Agreement is in effect, Licensee shall not be liable for any deposits to Licensor.] [A deposit of [Dollars] («Payment\_Amount\_1»), payable to Licensor, is due upon execution and return of this Agreement by Licensee. A second deposit of [Dollars] («Payment\_Amount\_2») is due by «Payment\_Date\_2». A third deposit of [Dollars] («Payment\_Amount\_3») is due by «Payment\_Date\_3». A deposit representing anticipated ancillary expenses may be required fourteen (14) days prior to the License Period by Licensor pending credit approval. Except as otherwise provided in this Agreement, **all deposits are non-refundable.** If any deposit is not paid within five business days of receipt by Licensee of written notice from Licensor that such deposit is late, such late deposit shall be subject to a late charge of 10% of the original amount due (the late fee shall be deemed additional license fee, not an additional deposit, and shall be due and payable upon payment of the late deposit). Additionally, in the event of unpaid deposits, Licensor shall be entitled to pursue its remedies as provided in Section 9.2.
- 5.3. Final Bill.** Any account balance, including without limitation, charges incurred during the License Period will be due upon receipt of final billing. Balances not paid within forty-five (45) days of the License Agreement #«Event\_Id»

end of the License Period shall be subject to interest at the lower of 1.5% per month or the highest rate permitted by law from the date of the final bill, and such interest shall be due and payable upon payment of the final bill.

- 5.4. **Taxes.** License and other fees are subject to Tennessee state sales tax. At the times indicated for payment of license and other fees, Licensee shall pay any applicable taxes. If Licensee is tax exempt, all applicable tax exempt forms must be completed, returned and on file with Licensor thirty (30) days prior to the commencement of the License Period. Licensor shall not accept sales and use tax resale certificates.
- 5.5. **Contractors.** Licensee agrees to pay when due all sums due contractors or sub-contractors of Licensee, including all guarantees and/or percentages, and Licensee acknowledges that all such obligations are the sole responsibility of Licensee.
- 5.6. **Form of Payments.** All payments shall be made in U.S. funds. If paying by credit or debit card, Licensee shall pay any fees charged by credit card processors.

## **SECTION 6. INTENTIONALLY LEFT BLANK.**

## **SECTION 7. INSURANCE REQUIREMENT AND LIMITED INDEMNITY.**

- 7.1. **Insurance.** At least thirty (30) days prior to the commencement of the License Period, Licensee shall provide Licensor, in form acceptable to Licensor, certificates of insurance naming Licensee as insured and Licensor, its officials, directors, officers, agents and employees (collectively, its "Representatives") as an additional insured for Commercial General Liability and Automobile Liability coverages. The insurance policies shall contain or be endorsed to contain a waiver of subrogation against Licensor and its Representatives and shall provide that the policies may not be canceled or materially altered until at least thirty (30) days prior written notice has been given to Licensor, and shall cover occurrences on any part of the Center. A copy of the Notice of Cancellation endorsement is to be attached to the certificate of insurance provided to Licensor. The insurance carriers providing such insurance shall have no less than an "A-, Financial Size VII" rating according to A.M. Best's Company rating and shall be authorized to do business in Tennessee. Throughout the License Period, the insurance coverage shall be maintained in full force and effect as follows:
  - A. Commercial General Liability insurance including: (i) Premises/operations, (ii) Products/completed operations (iii) Broad form contractual, (iv) Personal injury, and (v) Operations by subcontractors. This Commercial General Liability insurance shall include limits of liability of not less than \$1,000,000 Each Occurrence combined single limits for bodily injury and property damage, \$2,000,000 General Aggregate limit, \$1,000,000 Personal Injury limit, and \$1,000,000 Products-Completed Operations Aggregate limit;
  - B. Commercial Automobile Liability insurance for all owned, non-owned and hired vehicles in amounts not less than \$1,000,000 each accident for bodily injury and property damage, and including loading and unloading hazards;
  - C. Worker's Compensation insurance within statutory limits and, if Licensee has more than five (5) employees, Employers Liability limits of not less than \$500,000/\$500,000/\$500,000; and
  - D. Such additional insurance that Licensor may require in its discretion from time to time.
- 7.2. **Insurance Risk.** Licensee bears the risk of inadequacy or failure of any insurance or any insurer.
- 7.3. **Limited Indemnity.** Licensee shall waive, release, defend, indemnify and hold Licensor, its officers and employees harmless from all claims (whether or not valid), damages, losses, and expenses (including costs and attorney's fees) for any personal or bodily injury, including death, or property loss or damage, arising out of the use of the Center by Licensee or Licensee's agents, employees, patrons, guests, exhibitors, or any other person who obtains access to the Center upon

the express or implied consent, invitation or sub-licensee of Licensee (collectively, "Licensee's Admittees"). Licensee's obligations under this Section 7.3 shall survive the end of this Agreement.

- A. Notwithstanding anything to the contrary herein, in any and all claims against Licensor or any of its agents or employees by any employee of Licensee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including volunteers, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Licensee or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

**7.4. No Increase in Licensor Liability.** This Agreement shall not impose any liability on Licensor that would not otherwise be imposed, increase any liability limit that would otherwise apply or waive any defenses or immunity that would otherwise be available under applicable law, including, but not limited to, the Tennessee Governmental Tort Liability Act.

## **SECTION 8. OPERATIONS: AGREEMENTS, COVENANTS AND RESTRICTIONS.**

**8.1. Compliance with Laws.** Licensee shall comply with all applicable federal, state, and local governmental statutes, rules, regulations, ordinances, and directives as well as with all rules and regulations ("Rules and Regulations"), which are attached hereto as Exhibit A and incorporated herein by reference, prescribed by Licensor for the government and management of the Center. Licensee will not do or suffer to be done anything on the Premises during the License Period in violation of any such laws, ordinances, rules or regulations. If the attention of Licensee is called to any such violation on the part of Licensee or of Licensee's Admittees, Licensee shall immediately desist from and correct or cause to be corrected such violation

**8.2. Signage.** Licensee shall not post or exhibit nor allow to be posted or exhibited signs of any description, including, but not limited to, advertisements, show bills, posters, or cards, decals or other similar stick-on attachment materials, with the exception of name badges, inside or in front of any part of the Center except in specifically designated areas provided and approved by Licensor therefore. Licensee shall use, post or exhibit only such signs in said designated areas as are related to the Event and for such period of time as designated by Licensor, and Licensee shall take down and remove forthwith all such signs objected to by Licensor. Any item that is attached or affixed to the Center (excluding floor clings) must be installed by Licensor's rigging.

**8.3. No Damage to Premises.** Licensee and Licensee's Admittees shall not mar, deface nor in any manner damage the Center or any equipment contained therein; cause or permit anything to be done whereby the Center or equipment therein shall be in any manner damaged; drive or permit to be driven nails, hooks, tacks or screws into any part of the Center or equipment contained therein; or make or allow to be made alterations of any kind to the Center or equipment contained therein. No house lighting attachments or moveable walls shall be moved or adjusted except by Licensor's employees or duly authorized service personnel. It is the responsibility of Licensee to so notify Licensee's Admittees.

- A. At Licensor's discretion, Licensor shall conduct a pre- and post- Event facility inspection. Licensee or its designee may participate in the inspections by scheduling times with its Event Manager. Failure to participate does not eliminate Licensee's financial responsibility for any damages that may have occurred as a result of the Event.
- B. If the Premises or any portion of the Center or any equipment contained therein during the License Period shall be damaged by the act, default or negligence of Licensee, or of Licensee's Admittees, Licensee shall pay to Licensor upon demand such sum as shall be necessary to restore said Premises or Center or equipment contained therein to its pre-Event condition.

**8.4. Maintenance and Repair.** Licensee shall immediately give notice to Licensor of any condition of the Center that requires repair necessary to permit Licensee to use the Center. Upon receipt, Licensor shall initiate, within a reasonable time, necessary repairs.

- 8.5. Damaged, Lost or Stolen Property.** All property on the Premises during the License Period which becomes damaged, lost, or stolen or which disappears shall be the sole responsibility of Licensee. Licensee shall be responsible and shall pay to Licensor the full replacement cost of such equipment or the cost of repair for any such damage. Further, any property brought in the Center by Licensee or Licensee's Admittees shall be at the sole risk of Licensee. Nothing contained within this Agreement shall be considered or construed to constitute a bailment relationship between Licensee and Licensor with respect to any such property.
- 8.6. Return of Premises.** Licensee shall surrender the Premises at the end of the License Period in the same condition and level of cleanliness as when Licensee took possession, allowing for reasonable wear and tear and damage by acts of God. If there is any damage, then within fifteen (15) days after the end of the License Period, Licensor shall provide written notice to Licensee of the cost to repair such damage and such costs shall be paid by Licensee no later than ten (10) days after demand by Licensor.
- 8.7. Holdover; Abandoned Property.** If Licensee fails to surrender the Premises at the end of the License Period, Licensor may remove from the Premises all effects remaining therein and store the same wherever it sees fit at Licensee's sole cost, expense and risk. For such additional periods as any effects of Licensee remain in the Center, Licensee shall pay to Licensor double the rate for the space involved. In addition, Licensee shall be liable to Licensor for any claim or damages suffered by Licensor resulting from Licensee's failure to surrender the Premises to Licensor. Any property so stored by Licensor that has not been claimed by Licensee within ten (10) days after the end of the License Period shall be deemed abandoned by Licensee. At Licensor's sole option, Licensor may take possession of it and treat it as its own property and utilize it or, at Licensee's sole cost, expense and risk, (i) destroy it or otherwise dispose of it or (ii) store it.
- 8.8. Lien.** Licensee hereby grants to Licensor a first lien on all of Licensee's property in or upon the Premises, including receipts of Licensee (hereinafter each and collectively, "Collateral"), to secure the payment of any amounts due Licensor by Licensee, and for the purpose of securing the performance of all covenants, conditions, or obligations arising under this Agreement.
- 8.9. Prohibited Performances.** No performance, exhibition or entertainment shall be given or held on the Premises that shall be objected to by Licensor or any governmental agency. Completion or partial completion of one or more of such performances or exhibitions shall not constitute a waiver of this provision. In all events, the License Fee shall be due and owing. Licensee shall not use or permit the Premises to be used for any improper or objectionable purpose, and the decision of Licensor in these matters shall be final. Licensee accepts full responsibility to ensure an artist's or presenter's reasonable conduct during any performance or presentation.
- 8.10. Hazardous Property.** In accordance with Schedule I, Licensee shall seek written permission from Licensor prior to bringing upon the Premises, any exhibit, equipment or vehicle which may be dangerous to person(s) or property or otherwise be incompatible with the structure, system and furnishing of the Premises, including, but not limited to, materials that are ignitable, corrosive, reactive, toxic, or bio-hazardous.
- 8.11. Capacity.** Licensee shall not admit to Premises a larger number of persons than the capacity thereof will accommodate based upon the regulations of the local governing body.
- 8.12. Food and Beverage.** Licensee shall not permit the sale or gift of any beverages or food upon the Premises except with the prior written consent of Licensor.
- 8.13. Copyrights, Royalties and Trademarks.** 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 Licensee's use of the Premises unless Licensee has obtained written permission from the copyright or trademark holder. Licensee covenants to comply strictly with all laws respecting copyright, royalties and trademarks. Licensee shall indemnify and hold Licensor, its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights.

**8.14. Licensor Controls Center.** The Center, including the Premises and the keys thereto, at all times remains under the charge and control of Licensor. Licensor or its designee reserves the right to enter the Premises at any time for any purpose, including removal of any person who, in the sole judgment of Licensor, is disrupting or obstructing the proper operation and management of the Premises. During the License Period, Licensor may use, or cause to be used, for conventions, expositions or other events, any portion of the Center, including all public areas, not licensed hereunder to Licensee. Licensor shall coordinate and schedule other uses of the Center to avoid undue or unreasonable interference with, or disruption to Licensee's Event. Licensee shall not unreasonably interfere with or disrupt any other permitted access or use. Licensee shall comply with Licensor's directives issued for the purpose of ensuring that concurrent uses of the Center by Licensee and others do not unreasonably interfere with or disrupt each other. Licensor reserves the right to inspect all vehicles, cartons, packages and other containers entering or departing the Center. Except by written consent of Licensor, Licensee shall in no way obstruct any doors, stairways, or openings into any place in the structure, including hallways, corridors and passageways.

**8.15. ADA.** The Center is a public entity subject to the Americans with Disabilities Act (the "ADA") and it is accessible to disabled patrons as required by the ADA. Licensee is responsible for making its activities accessible to disabled individuals attending the Event. If Licensee fails to do so, Licensor shall have the right, but not the obligation, to arrange for such accommodation and Licensee shall reimburse Licensor for such accommodation. If Licensee claims that the Center does not comply with the ADA, or Licensee receives a complaint that the Center does not comply, Licensee shall give prompt written notice to Licensor of such non-compliance. Licensor shall not be required to remove any architectural or communications barrier which is structural in nature prior to or in connection with the Event, except to the extent Licensor is otherwise required to do so by the ADA.

## **SECTION 9. CANCELLATION; DEFAULT AND REMEDIES; FORCE MAJEURE.**

**9.1. Cancellation.** The parties agree that in the event of the cancellation of this Agreement by Licensee, the damages would be difficult to ascertain. The closer to the beginning of the License Period that a cancellation occurs, the less likely Licensor will be able to replace any or all of the business with comparable business. Therefore, the parties agree that Licensee shall pay as liquidated damages and not as penalty to Licensor immediately upon written notice of cancellation, a percentage of revenues anticipated by Licensor as follows:

- A. For cancellation more than twenty-four (24) months prior to commencement of the License Period, 50% of the Base Fee.
- B. For cancellation at or less than twenty-four (24) months and more than twelve (12) months prior to commencement of the License Period, 100% of the Base Fee and 50% of the Food and Beverage Minimum.
- C. For cancellation at or less than twelve (12) months and more than three (3) months prior to commencement of the License Period, 100% of the Base Fee and 100% of the Food and Beverage Minimum.
- D. Notwithstanding anything to the contrary herein, cancellation more than thirty (30) months prior to commencement of the License Period shall only result in loss of nonrefundable deposits paid through the date of cancellation.
- E. Licensor may apply any amounts paid by Licensee toward the liquidated damages. The liquidated damages may be subject to taxes. Licensor will not consider notice of cancellation valid and will not release space held until written notice of cancellation and payment of the liquidated cancellation damages is received. Therefore, delay in payment may result in higher

damages owed. In the event Licensee, for any reason, excluding causes outlined in Section 9.4 of this Agreement, cancels this Agreement at or less than three (3) months prior to the beginning of the License Period, Licensors shall be entitled to pursue its remedies as provided in Section 9.2.

**9.2. Default by Licensee.** Licensee shall be in default of this Agreement if (i) it fails to, or indicates to Licensors that it will not, perform or comply with any term of this Agreement or (ii) it dissolves or ceases doing business as a going concern or becomes insolvent or bankrupt. Upon default by Licensee, Licensors may have one or more of the following remedies in its sole discretion:

- A. Declare the License Fee for the balance of the License Period immediately due and payable.
- B. Re-enter the Premises without being liable for damage therefore, re-license the Premises, or any part thereof, for the balance of the License Period and receive License Fee, provided, however, that Licensee shall remain liable for all sums due Licensors. Notwithstanding anything to the contrary herein, (i) all sums due Licensors shall be immediately due and payable by Licensee upon Licensee's cancellation or default, pursuant to Sections 9.1 and 9.2, respectively; (ii) Licensors shall make an effort, but shall be under no obligation, to re-license the Premises; and (iii) in the event, Licensors re-licenses the Premises, or any part thereof, during the License Period, Licensors shall reimburse Licensee for the License Fee paid by Licensee by an amount not to exceed the amount actually received by Licensors for the grant to others of the right to use the Premises, or any part thereof, during the License Period.
- C. Take possession of any and all Collateral and hold the same until such default has been remedied, and if not remedied or satisfied within ten (10) days of such default, advertise said Collateral for sale and, upon such sale, apply the proceeds therefrom to the satisfaction of any amounts due Licensors and pay to Licensee any sums remaining.
- D. Terminate this Agreement by giving Licensee written notice of termination, which shall not excuse breaches of this Agreement that have already occurred. Upon termination, the relation of the parties shall be the same as if the License Period had fully expired and Licensors may re-enter the Premises and hold the same as of its former estate therein, remove all persons therefrom and resort to any legal proceedings to obtain such possession, and Licensee shall, notwithstanding such re-entry, pay the License Fee as herein agreed to be paid together with any other costs, expenses or damages incurred by Licensors as a result of the breach of this Agreement.
- E. Pursue any other remedies available to Licensors 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.

**9.3. Failure to Use Premises.** If Licensee, being entitled to use of the Premises, shall fail for any reason to use the Premises or any portion thereof, Licensee shall not be entitled to any abatement (discount) of consideration reserved hereunder, and the full consideration reserved hereunder, including any disbursements or expenses incurred by Licensors in connection therewith, shall be payable by Licensee to Licensors, as liquidated damages and not by way of penalty.

**9.4. Force Majeure.** If the Center is not available for occupancy by Licensee during the License Period due to damage, disaster, strikes against Licensors or by Acts of God, national or state emergency, acts of terrorism, riots, by governmental directive to Licensors or by default of a prior licensee of Licensors (each, a "Force Majeure"), then Licensors or Licensee may cancel this Agreement upon written notice to the other. In that event, neither party shall have any claim against the other by reason of such cancellation. However, if such cancellation occurs prior to the License Period, Licensors shall refund any part of the License Fee already paid by Licensee. If such cancellation occurs after the License Period begins, the License Fee shall be reduced in the same proportion which the elapsed License Period bears to the total License Period. The foregoing refunds shall be Licensee's sole remedy and Licensors shall not be liable for any other damages in the event of a cancellation due to a Force Majeure. Notwithstanding anything to the contrary herein, Licensee shall be liable for all expenses incurred by Licensors to meet a Licensee Event Requirement, as defined in Schedule I, and prior to a cancellation due to a Force Majeure.

- 9.5. Default by Licensor.** Licensor shall be in default of this Agreement only if it fails to provide the Premises during the License Period. In the event of default by Licensor, the liability of Licensor shall be limited to the return to Licensee of any unearned License Fees or deposits paid to Licensor under this Agreement.
- 9.6. Consequential Damages.** Neither party shall be responsible to the other for any special, incidental, indirect or consequential damages.
- 9.7. Temporary Possession.** Licensor reserves the right to take temporary possession and control or evacuate the Premises at any time inclusive of Licensee's activity in the Premises where it is deemed necessary for the safety of the general public.
- 9.8. Room Re-assignments.** Subject to the prior written consent of Licensee, which consent shall not be unreasonably withheld or delayed, Licensor shall have the right to change room commitments, as necessary, and to re-assign space generally. Licensor shall consult with Licensee prior to any changes and shall endeavor to minimize any impact on Licensee. If Licensor's fees for the reassigned space are less, then Licensor shall refund or credit (as the case may be) any difference. Licensee acknowledges that the upkeep of the Premises requires ongoing renovations and/or maintenance as necessary and this work may require Licensor to alter the room assignments as set out above.
- 9.9. Complimentary Meeting Space.** Any meeting space provided by Licensor to Licensee on a complimentary basis that is not identified as being in use by Licensee on the final plan submitted to the Event Manager at a minimum of two weeks prior to the start of the License Period, shall be released or used by Licensor at Licensor's sole discretion.
- 9.10. HVAC.** Failure of Licensor to maintain a satisfactory temperature level within the Center shall not constitute a breach of this Agreement or give rise to any claim whatsoever by Licensee against Licensor. In the unlikely event of an HVAC breakdown, Licensor will exercise all due diligence and handle such an occurrence at the standard of an emergency.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

- 10.1. Authorization.** Licensee represents that it has full power and authority to enter into this Agreement. Further, the individual executing this Agreement on behalf of Licensee represents and warrants that he or she has full authority, corporate or otherwise, to execute this Agreement on behalf of Licensee and to bind Licensee to the terms of this Agreement.
- 10.2. Severability.** If any clause or provision of this Agreement or the application thereof is for any reason illegal, invalid or unenforceable under present or future laws, it shall be deemed severable and the validity of the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, and in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.
- 10.3. Waiver.** In order to be binding on Licensor, any waiver of any term in this Agreement must be in writing and signed by a duly authorized officer of Licensor. No waiver by Licensor of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by Licensor 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.



- 10.4. Assignment.** Licensee shall not assign this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed. If Licensee has reserved portions of the Premises for exhibits, it may sublicense such portions to Licensee's exhibitors without the prior written consent of Licensor. Notwithstanding the foregoing, any assignment or sub-license shall not relieve Licensee of its obligations hereunder.
- 10.5. Entire Agreement.** This Agreement, along with any exhibits, appendices, addenda, schedules and amendments hereto, encompass the entire agreement of the parties and supersedes all previous understandings and agreements between the parties. With the exception of amendments to the Rules and Regulations, which may be unilaterally amended by Licensor, the provisions of this Agreement are not subject to amendment or alteration except by written instrument signed by both parties. Licensor shall notify Licensee of material changes to the Rules and Regulations. To the extent that there is conflicting language between this Agreement and the Rules and Regulations, the terms of this Agreement shall prevail. Any matters not provided for herein shall be decided by Licensor in its sole discretion, reasonably exercised, and such decision shall be binding on Licensee.
- 10.6. Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee. Any litigation brought under this Agreement shall be brought in the state or federal courts of Davidson County, Tennessee, and in no other forum. Process may be served (i) as provided by law or (ii) by certified mail, return receipt requested, to the persons and addresses stated in Section 10.9 and the parties shall accept such service.
- 10.7. Attorney's Fees.** In the case of the failure of Licensee to perform and comply with any of the covenants and conditions of this Agreement, Licensee shall pay to Licensor the costs and expenses of enforcing this Agreement including a reasonable sum for attorney's fees, whether suit be brought or not.
- 10.8. Headings.** The headings of the sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- 10.9. Notices.** Written notices under this Agreement shall be given by hand delivery, email (except in the case of cancellations), overnight delivery service or U.S. certified mail, postage prepaid, return receipt requested, to the addresses below, or to the last address of either party of which the other is given written notice, to Licensee at [insert email address(es): or «MrMrsMs» «First\_Name» «Last\_Name», «Company\_Name», «Address1» «Address2», «City», «StateProvince» «ZipPostal\_Code» and to Licensor at: [insert relevant email address(es) or President & CEO, Convention Center Authority of the Metropolitan Government of Nashville and Davidson County, 201 Fifth Avenue South, Nashville, TN 37203. Notice shall be deemed to have been given and shall be effective on the date of hand delivery, email or the date of receipt of mailing.
- 10.10. Binding Effect on Licensee.** This Agreement is binding on Licensee, its successors and assigns. As to its obligations to Licensor, Licensee assumes full responsibility for the acts or omissions of each of Licensee's Admittees. For purposes of this Agreement, the acts of any of Licensee's Admittees shall be the acts of Licensee.
- 10.11. No Partnership.** Neither party shall be construed or held to be a partner, agent, or associate by joint venture or otherwise of the other in the conduct of its business.
- 10.12. Survival.** In the event of termination or expiration of this Agreement, any provisions that by their very nature need to survive in order to be given their full intended effect shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the date this Agreement is signed on behalf of Licensor.

THE CONVENTION CENTER  
AUTHORITY OF THE METROPOLITAN  
GOVERNMENT OF NASHVILLE AND  
DAVIDSON COUNTY

«Company\_Name»

Name (Print): \_\_\_\_\_

BY: \_\_\_\_\_

Title (Print): \_\_\_\_\_

Its: President & CEO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE I  
EVENT DOCUMENTATION CHECKLIST**

<b>Due Date</b>	<b>Item to be completed by Licensee</b>	<b>Completed</b>
By Execution Deadline	Sign license agreement and return to Licensor.	
90 Days Prior	For events that require hazardous materials as part of its planning or production, send to Event Manager and Director of Security a hazardous waste plan, which shall include: (i) a list of all hazardous materials expected to be used or produced; (ii) copies of all appropriate licenses, permits and insurances; (iii) a list of any/all vendors supplying and transporting such materials; (iv) a plan of how materials will be handled, utilized or produced on site; (v) a plan of how the materials will be secured and stored when not in use; and (vi) a plan of how the materials will be removed/disposed of and any associated cleanup performed.	
30 Days Prior*	Send Event Manager Certificate of Insurance, Floor plan and proposed signage (including locations and install/removal schedules) and branding plan.	
14 Days Prior	Send to Event Manager, Licensee's event requirements/proposed plans for its activities in the Center, which shall include: (i) a list of all event, security, rigging, audio/visual and communications/technology requirements; (ii) a listing of auxiliary aids and services requested by Licensee to be provided by Licensor; (iii) final exhibit hall facility floor plan showing locations of all exhibits, aisles and other temporary facilities; and (iv) meeting room facility set-up information including seating layouts and similar requirement. Each such event requirement/proposed plan being a "Licensee Event Requirement".	
14 Days Prior	After Licensor's review of Licensee's proposed plans, Licensee sends additional planning information Licensor requests for its review of Licensee's event requirements/proposed plans.	
14 Days Prior	Review, sign and return to the Event Manager the Event Document (the working program for the Event which is prepared by the Event Manager with the most current detailed information provided by Licensee in order to plan and execute the day-to-day requirements of the Event).	
10-14 Days Prior	Review audio visual, communications, and food and beverage quotes.	
10-14 Days Prior	Sign quotes and return to Event Manager or other appropriate party.	
Immediately Prior	Pre-Event Inspection.	
Within 48 hours After*	Post-Event Inspection, including the recording of any damages found.	

Notes: \* All references to "Prior" mean "prior to the beginning of the License Period" and all references to "After" mean "after the end of the License Period."

**EXHIBIT A**  
**LICENSOR RULES AND REGULATIONS**

## LICENSOR RULES AND REGULATIONS

### **Advertising and Marketing.**

When using the name of the Center in its promotional materials, Licensee shall use only the full, formal title of the Center, which is "Music City Center". Licensee shall not use any photographs or logo art materials in promotional brochures or editorial illustrations without first obtaining Licensor's prior written consent. All images are the property of Licensor and may not be duplicated or used to advertise promotional goods and/or services. With the use of each photographic image, Licensee shall provide a credit line and copyright stating "Photo Courtesy of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County." Image materials are loaned on a thirty (30) day basis.

The distribution of advertisements in the form of fliers, coupons, and other formats by Licensee or Licensee's Admittees is permitted in the Premises only. The distribution of fliers, stickers and other forms of advertisements in the common areas or on parked cars is strictly prohibited and may result in additional cleaning fees.

### **Alcoholic Beverages.**

Alcoholic Beverages shall not be brought into or taken out of the Center. All alcoholic beverages must be supplied by the Center's contracted catering provider.

### **Audio Visual.**

Should Licensee choose to utilize its own audio-visual production supplier, the following will apply:

- a. Licensee shall be responsible for the taping and matting of exposed cables;
- b. Cables and cords may not be run across emergency exits or service doors. Cables shall be flown or trussed above the doorways;
- c. Should Licensor determine that interfacing of any outside audio visual equipment with the Center's audio system compromises the Center's system, Licensor may at its discretion hire a technician. Licensee will be charged for this service at the prevailing rate and shall be responsible for any damage to the Center's system that may occur due to Licensee's faulty equipment;
- d. Audio visual cases may not be stored in the room or back of house areas;
- e. Licensee will be responsible for electrical charges should an outside audio visual company utilize existing wall power;
- f. All audio visual staff should be identified at all times on site (logo shirt, name badge etc.); and
- g. Live instrumentation or singing is prohibited through the Center's public address system.

### **Cleaning.**

Licensee shall surrender the Premises at the end of the License Period in clean condition. Licensee shall be responsible for the removal of all trash, crates, lumber and packing materials throughout the License Period. Licensor reserves the right to charge for any trash not removed by Licensee. Meeting room used for nonconference events, including exhibits, are the responsibility of the show cleaning contractor. In the absence of a show cleaning contractor, Licensor cleaning staff shall accomplish necessary cleaning at prevailing rates. Confetti, streamers, etc., may require additional cleaning. Licensor shall not provide vacuuming of carpets in the Exhibit Hall or any other janitorial services for the individual exhibits.

### **Equipment & Labor.**

All equipment is subject to the limits of the Center's inventory and availability. All Center equipment shall be set up and operated by authorized Center personnel only including, without limitation, air wall movement. For equipment requiring operators (i.e. forklifts), the labor charges for operators shall be in addition to the rental charge for the equipment. Rooms will be set up on a one-time basis. Costs for any additional room changes, during any given day, shall be paid by Licensee at the prevailing rates. Additional charges apply for easels, lecterns, risers and staging, dance floor and the use of the Center's tables and chairs for exhibits (including table tops). Items will be charged at the prevailing rate.

### **Equipment Demonstrations**

As deemed necessary by Licensor, demonstrations of equipment, machinery with moving parts or debris that may cause injury must be safely secured from Licensee's Admittees or any other person who may be harmed by close proximity.

### **Emergency Information.**

In case of an emergency, Licensee and Licensee's attendees shall follow the instruction of Licensor. MCC staff is trained to respond and assist in the event of an emergency. Emergency procedures may be provided upon request and at the discretion of Licensor's Director of Security.

**Event Ancillary Estimate.**

Prior to the commencement of the License Period, Licensor shall provide Licensee an Event Ancillary Estimate, an estimate of all the costs of what Licensee has preordered through the Event Manager. Any changes to the requirements made during the Event shall result in changes to the estimate. Audio Visual and Food and Beverage estimates are provided separately by those service providers.

**Event Staffing.**

Licensor requires Licensee to use, and pay for, the following services as deemed necessary:

- a. Emergency Medical Technicians ("EMT"): Two (2) EMTs during Event hours and one (1) EMT during Event move-in and move-out hours; and
- b. Security Guards: A minimum number of security guards, and possibly police officers, are required as determined by Licensor based on the type of event and space utilized. Licensor's Security Department shall have final approval of security requirements.

Licensor shall provide the following personnel to Licensee on a complimentary basis:

- a. Ambassador Personnel: Ambassador Personnel shall be on a duty during all Event hours and serve as a concierge for the Event;
- b. Service Desk Personnel: Service representatives shall be at the Center's Service Desk during move-in/move-out and during show hours to provide assistance to exhibitors and answer questions about Exhibit Hall utilities and various other in-house services; and
- c. Licensor shall maintain twenty-four (24) hour security for building perimeter areas and internal patrols and shall provide camera monitoring. Licensee is responsible for complete security within exhibit area, concourses, meeting rooms and other areas of the premises.

**Exhibits Hall/Fire Marshal Requirements:**

All exhibits and decorations must meet all local, state, and federal Fire Marshal requirements.

Any platforms intended to be occupied by persons shall be six (6) feet or less in height. The platforms shall be non-combustible or fire retardant treated wood and the space below the platform shall be substantially open.

All booths shall be of either non-combustible material, fire retardant treated wood or any other materials fire treated in an approved manner.

All decorative materials such as loose fibers, board, curtains, hangings, table covers, etc. must be fire retardant treated in an approved manner. Materials used in display construction or decorating shall be made of fire retardant materials and be certified as flame retardant. Samples should also be available for inspection. Exhibitors shall dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency.

All exits and access to the exits, exhibit halls, ballrooms, concession stands and restrooms shall be kept clear and unobstructed at all times.

Fire extinguishers, fire hoses, sprinkler closets, alarms and emergency phones shall be visible and accessible at all times. During set-up and move-out, "Freight Fee Aisles", aisles so designated by Licensor, shall be maintained and kept clear at all times. Exhibit crates, boxes and cartons cannot be placed in these aisles. The purpose is for emergency access to fire alarms, fire hoses, fire extinguishers and for life support equipment to be used as quickly as possible.

Licensee shall not put up or operate any engine, motor or machinery in the Center or use oils, burning fluids, kerosene, ethanol, or gasoline for either mechanical or other purposes or any other agent other than electricity for illuminating the Premises.

Licensee shall not permit helium gas to be brought into the Center at any time. Combustible or flammable liquids or gases may not be used or brought into the building without the prior approval from the Fire Marshal. The storage of approved flammable liquids or gases shall be confined to closed approved containers and limited to quantities needed for display.

Compressed gas cylinders are prohibited unless approved by the Fire Marshal. Approved Cylinders must be secured in an upright position in an area designated by Licensor.

In order to lessen the fire loading in a given area, the storage of packing materials and surplus literature beyond what is considered to be a day's supply shall be confined to areas away from the display areas.

All empty cartons or crates shall be labeled and removed for storage or they are subject to being removed as trash.

All drapes and materials that are used for booth separation are required to be flame retardant. Canvas tents, canopy awnings, curtains, straw, hay and similar materials are also required to be flame retardant.

Solid walls, 2-story exhibits or canopies over 400 sq. ft.:

1. Shall be allowed by permit only if the exhibitor files with Licensor plans of the structure along with a copy of certification of the flame-proofing of the material. Plans must provide renderings and be stamped by a licensed structural engineer. (Installation and equipment expenses shall be paid by the exhibitor);
2. Shall have a smoke detector with an audible alarm and a visible 2A10BC fire extinguisher are required for every unit up to 400 sq. ft. of covered floor space or fraction thereof. Operation of smoke detectors must be verified by Licensor after installation.
3. Shall have the data specification label permanently attached to the fabric with a NFP-701 certification.
4. May require temporary sprinkler systems.

A "Multi-Story Exhibit" is a booth where the display fixtures exceed twelve feet (12'), including double-decker and triple-decker booths. As they are deemed "structures" for building purposes, no Multi-Story Exhibits shall be erected without the prior written approval of Licensor and the City of Nashville.

#### **Floor Care.**

Freight movement shall take place through the service corridors; however, in areas where this is not feasible, a layer of masonite, visqueen, or fire retardant plastic must be put down along the entire route. In Exhibit Halls only, Kendall 105 or TC1900 carpet tape and NOP1 floor marking tape are approved. All tape and residue marks must be removed from the exhibit hall floor. For those events that bring in mulch, dirt, rocks, bricks, etc. for use as exhibit materials, fire retardant plastic, visqueen (minimum 6 ml), plywood or Masonite must be placed on the floor and under all items. Curbing must be used to retain loose materials and prevent leaks and water seepage. Under no circumstances shall anyone attempt to move-in or out any exhibit materials, etc. through the main entrance areas. Only taping of cords with approved tape will be permitted on any carpeted surface.

#### **Floor Plans.**

MCC requires seven (7) blue line (1/32" = 1' scale) copies and one 8.5" X 11" copy be submitted thirty (30) days out for review and submittal to Metro Government Fire Marshal. Floor plans must include event name and date, designer and origination date, total number of booths and dimensions and total net square footage. In addition, exits should be unobstructed and clearly marked and all columns and utility ports must be included. Floor plans must also include any items requesting be placed in public space including, but not limited to, MIS units, headers, rope-n-stanchion, etc.

The approved floor plan shall not be altered. Displays, exhibits, booths, chairs, etc. shall not be installed or operated in any way that interfere with access to any required exits, visibility of the exit or exit signs, or that block any opening in movable walls or any fire fighting equipment.

Any changes to the floor plans that result in equipment or utilities being relocated will be charged at the prevailing rate. Any questions relating to the floor plan approval process shall be directed to the Event Manager.

A minimum of 6' of space is required along walls containing artwork.

#### **Identification and Access.**

All individuals working in the Center shall wear an identification badge provided by their employer, ESCA, or obtained from Licensor's Command Center. To obtain a temporary Music City Center badge, one must provide a photo ID. All badges must clearly identify the wearer and name of the company represented. All Event personnel, service contractors, temporary help and other workers affiliated with the Event shall enter and leave by way of the entrance labeled "Contractor Entrance" located on the South Side of the building, at 7th Avenue and Korean Veteran's Boulevard.

#### **Noise Guidelines.**

Licensee's musical presentation, rehearsals or loud activities are subject to Licensor's prior written approval. Licensor shall make the final determination on all sound levels and duration in the Center.

**Non-Discrimination.**

If the Event is open to the public or requires a paid admission, Licensee shall not discriminate against any person, directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication which states or implies that any facility or service shall be refused or restricted because of sex, race, color, religion, ancestry, national origin or physical challenge.

**Occupancy Loads**

Presentations must be confined to areas designed for and maintained as assembly occupancies. Occupancy totals must be followed and are subject to change, as room set-up needs change.

**Painting & Refinishing**

No painting, by spray or otherwise, or refinishing of signs, displays, equipment or other objects will be permitted inside the Center. With the prior written approval of Licensor, this activity may take place in approved loading dock areas if the surface is protected.

**Parking.**

Parking inside the Center, other than in the parking garage, or on the loading docks is prohibited. Violators' vehicles may be towed at owners' expense. Vehicles are not permitted in the Exhibit Hall for loading or unloading without the prior written authorization of Licensor. All equipment and freight shall be loaded/unloaded at the loading dock area. Parking charges in the garage are the responsibility of Licensee and/or Licensee's Admittees at the prevailing or quoted rate. Commercial and freight trucks, but no personally-operated vehicles, may be left overnight in the parking garage. Licensor shall have no responsibility for damage incurred by the towing of illegally parked vehicles.

**Pets/Animals.**

Pets or animals are not permitted in the Center, except as an approved exhibit, activity or presentation legitimately requiring the use of animals, or as a "medical-aid" pet. Pets or animals that are approved to be in the Center must be on a leash, within a pen or under similar conditions at all times. Licensee is required to develop a plan for proper animal care and waste removal.

**Pyrotechnics.**

The use of pyrotechnics, fog, or haze within the Center is strictly regulated by the Fire Marshal and must be approved thirty (30) days prior to the commencement of the License Period. Licensee shall provide written notification to Event Manager of desire to use such more than 90 days prior to Event.

**Sales & Use Tax.**

Licensee and its exhibitors/contractors must collect and provide to the Tennessee Department of Revenue tax collected on goods sold at the Center. To have a tax enforcer come to the Event, call (615) 360-0380. Revenue forms can be obtained at: <http://www.tn.gov/revenue/forms/genpurpose.shtml>. "1st and Final" must be typed across the top of the form. For more information, call 1-800-342-1003 or (615) 253-0600.

**Shipping.**

Licensor will not accept advance shipments of freight or materials prior to the commencement of the License Period unless advance arrangements are made with the onsite UPS Store.

**Signage**

Signage or décor cannot obstruct any fire suppression equipment or exit. The use of paper for signs shall be limited to card index paper or poster board paper, equal to or less than eight square feet in size. Fabric signs are not limited in size, but shall be treated as decorative materials. Confetti, glitter and rice are prohibited without prior written approval of Licensor. Language or pictures determined by Licensor to be lewd or offensive are subject to removal. Licensee signage cannot be adhered to the Center in any way. No signage and/or banners connected with the Event or Event sponsors shall cover, deactivate, or otherwise interfere with any permanent or temporary signage that Licensor has in the Center prior to the License Period.

**Smoking Policy.**



Smoking is prohibited in all areas and may not occur within twenty-five (25) feet of any entrance, including without limitation, dock areas. Designated smoking locations are available around the exterior of the Center.

**Special Event Permit Application.**

The city of Nashville requires that Licensee complete and submit a special event permit application for any use of public property outside of licensed space at the Center including, but not limited to, road closures. Licensee shall not close any street encompassing the Center without the prior written consent of Licensor.

**Storage**

Licensee shall direct all requests for storage at the Center to the Event Manager.

**Transient Vendor License.**

Persons selling or offering to sell new merchandise to the public at the Center and do not have a permanent, fixed location in Tennessee ("Transient Vendors"), including convention show booths and seminars where products are sold are required to obtain a fourteen (14) day permit to conduct business in this state. Additional information can be obtained at <http://www.nashvilleclerk.com/business/transient-vendor-license/>.

**Utility Services.**

All temporary electric wiring must be accessible and free from debris and storage. Electrical wiring must be the proper size to handle demand, and all extension cords must be UL listed, labeled and appropriately sized. Excessive use of extension cords is discouraged. Use of two wire extension cords is prohibited unless approved by the Fire Marshal. Cube tap adapters are prohibited (Uniform Fire Code 85.107). Multi-plug adapters must be UL approved and have built-in overload protection.

**Vehicles & Golf Carts**

Persons under the age of sixteen (16) shall not be allowed to operate a personal cart (golf cart) at the Center. All such carts are to be operated in the Center's Exhibit Hall only. Under no circumstances are vehicles or personal carts to be operated in meeting rooms, lobbies, or service corridors. Flammable Liquids/Gases: Any vehicle that remains in the Exhibit Hall as part of a display must conform to all Exhibit Hall/Fire Marshal Requirements. Display of any motor vehicle, aircraft, or any apparatus in which a fuel tank is attached will be safeguarded by disconnecting the battery and securing the fuel tank fill pipe with a locking device or other approved method. Liquid fuel tanks will contain no more than five (5) gallons or 25% fuel capacity, whichever is less. All internal combustion engine drive vehicles or equipment on display must have fuel filler caps locked or taped and batteries disconnected. Fuel tanks shall not be more than one-half full, or contain more than 10 gallons (37.9L) of fuel, whichever is less.

**Weight Loads**

Weight load limits must be adhered to throughout the facility. Licensee shall pose any questions regarding weight loads to the Event Manager.

**EXHIBIT B**  
**HOTEL CONTRIBUTION AGREEMENT**

## HOTEL CONTRIBUTION AGREEMENT

This Hotel Contribution Agreement (this “Agreement”) is made and entered into by and among the CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (“Licensor”), «COMPANY\_NAME» (“Licensee”), [RHOC Consolidation, LLC (“Renaissance”)], [Omni Nashville, LLC (“Omni”)], and XYZ (“XYZ”)(Renaissance, Omni and XYZ are collectively referred to herein as the “Hotels”.) as of the date this Agreement is executed by all parties hereto (the “Effective Date”).

WHEREAS, Licensor and Licensee entered into a license agreement (“the License Agreement”) issued 9/29/2015, and having contract ID # «Event\_Id»;

WHEREAS, [ABC (NOTE- ABC is a placeholder for the name of only one hotel if only one hotel is contributing)/the Hotels] and Licensee have entered into [a separate written agreement/separate written agreements] whereby [ABC/the Hotels] agreed, among other things, to contribute a portion of the Base Fee, as that capitalized term is defined in the License Agreement; and

WHEREAS, the parties desire to have a written agreement between themselves setting forth the terms regarding [ABC’s/the Hotels’] contribution[s] to the Base Fee;

NOW THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

1. Any capitalized term not defined herein shall have the meaning ascribed to it in the License Agreement.
2. Licensee hereby represents and warrants that:
  - a. It has entered into [a] separate written agreement[s] with [ABC/each of the Hotels] (the “Separate Agreement[s]”) whereby, in exchange for valuable consideration, including, but not limited to, Licensee’s booking of a certain number of rooms with [ABC/each of the Hotels] during the License Period, [ABC/each of the Hotels] agreed to, among other things, contribute that amount towards the Base Fee as is presented in [ABC’s/each of the Hotels’] representations and warranties regarding the amount of its [respective] pro rata share in Section 3 hereinbelow;
  - b. The Separate Agreement[s] [has/have] been duly authorized, executed and delivered by Licensee and constitute[s] [a] legal, valid and binding agreement[s] of Licensee; and
  - c. It has the full power and authority to enter into this Agreement.
3. [ABC/The Hotels] represent[s] and warrant[s] [that/as follows]: (NOTE: if there is only one hotel, then choose “that” and go straight into the 3 reps and warranties. Otherwise, follow the set-up below.)
  - a. [Renaissance hereby represents and warrants that: (i) it has entered into a separate written agreement with Licensee whereby in exchange for valuable consideration, including, but not limited to, Licensee’s booking of a certain number of rooms with Renaissance during the License Period, Renaissance has agreed to, among other things, contribute \_\_\_\_\_ Dollars (\$) towards the Base Fee (the “Renaissance Nashville Hotel Pro Rata Share”); (ii) such agreement has been duly authorized, executed and delivered by Renaissance and constitutes a legal, valid and binding agreement of Renaissance; and (iii) Renaissance has the full power and authority to enter into this Agreement.]
  - b. [Omni hereby represents and warrants that: (i) it has entered into a separate written agreement with Licensee whereby in exchange for valuable consideration, including, but not limited to, Licensee’s

booking of a certain number of rooms with Omni during the License Period, Omni has agreed to, among other things, contribute \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** towards the Base Fee (the “Omni Nashville Hotel Pro Rata Share”); (ii) such agreement has been duly authorized, executed and delivered by Omni and constitutes a legal, valid and binding agreement of Omni; and (iii) Omni has the full power and authority to enter into this Agreement.]

- c. [XYZ hereby represents and warrants that: (i) it has entered into a separate written agreement with Licensee whereby in exchange for valuable consideration, including, but not limited to, Licensee’s booking of a certain number of rooms with XYZ during the License Period, XYZ has agreed to, among other things, contribute \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** towards the Base Fee (the “XYZ Nashville Hotel Pro Rata Share”); (ii) such agreement has been duly authorized, executed and delivered by XYZ and constitutes a legal, valid and binding agreement of XYZ; and (iii) XYZ has the full power and authority to enter into this Agreement.]
4. [Renaissance/ Omni /and XYZ Hotel (NOTE: as the case may be)] shall pay, in U.S. funds, the [Renaissance Nashville Hotel Pro Rata Share/ the Omni Nashville Hotel Pro Rata Share/ [and] the XYZ Nashville Hotel Pro Rata Share, [respectively,]] to Licensor within ten (10) days after the end of the License Period.
5. In the event of any of the following, this Agreement shall be null and void and the respective rights and obligations of Licensor and Licensee pursuant to the License Agreement shall be what they would have been if this Agreement were never executed:
  - a. Licensee or [ABC/any of the Hotels] amends, without the prior written consent of Licensor, [any of] the Separate Agreement[s] in a way that decreases or eliminates the amount of the contribution to the Base Fee by [ABC/any of the Hotels];
  - b. As Licensor has entered into this Agreement in reliance upon the representations, warranties and agreements of Licensee and [ABC/the Hotels], if any of the representations or warranties of Licensee or [ABC/any of the Hotels] is not true or correct; or
  - c. Prior to the beginning of the License Period, Licensee: (i) except in the case of a Force Majeure, fails to, or indicates to Licensor that it will not, perform or comply with any term of the License Agreement or (ii) dissolves or ceases doing business as a going concern or becomes insolvent or bankrupt.
6. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws, it shall be deemed severable and the remainder of this Agreement shall not be affected thereby, and in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable. This Agreement shall be governed by the laws of the State of Tennessee. Any litigation brought under this Agreement shall be brought in the state or federal courts of Davidson County, Tennessee, and in no other forum. In the case [ABC/any of the Hotels] fails to perform or comply with its agreements herein, [ABC/such hotel] shall pay to Licensor the costs and expenses of enforcing this Agreement including a reasonable sum for attorney’s fees, whether suit be brought or not. This Agreement is binding on the parties, their respective successors and assigns. No party shall be construed or held to be a partner, agent or associate by joint venture or otherwise of the other in the conduct of its business.
7. Any individual executing this Agreement on behalf of a party hereto represents and warrants that he or she has full authority, corporate or otherwise, to execute this Agreement on behalf of such party and to bind such party to the terms of this Agreement.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

THE CONVENTION CENTER  
AUTHORITY OF THE METROPOLITAN  
GOVERNMENT OF NASHVILLE AND  
DAVIDSON COUNTY

[Insert Company Name]

BY: \_\_\_\_\_

Its: President & CEO

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

OMNI NASHVILLE, LLC

Name: (Print) \_\_\_\_\_

Title (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

RHOC CONSOLIDATION, LLC

Name: (Print) \_\_\_\_\_

Title (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

[IF APPLICABLE, ADD SIMILAR SIGNATURE BLOCKS FOR ADDITIONAL HOTEL(S).]