

USE AGREEMENT
EVENT ID:
EVENT NAME: The University of Tennessee

CHATTANOOGA CONVENTION CENTER

P. O. Box 6008 Chattanooga, Tennessee 37401 (423) 756-0001

THIS AGREEMENT made and entered into this Wednesday, October 05, 2011 by and between the City of Chattanooga, Tennessee, and the County of Hamilton, Tennessee, acting by and through Carter Street Corporation (Licensor),and

The Univeristy of Tennessee
c/o Name
Address

Hereinafter called the Licensee.

WITNESSETH:

In consideration of the covenants and agreements herein expressed and of the faithful performance by Licensee of all such covenants and agreements, Licensor does hereby grant Licensee a non-exclusive license to enter and use that certain portion (hereinafter known as the "Premises"), of the Chattanooga Convention Center ("Convention Center") subject to the terms and conditions of this Agreement and solely for the event described below:

1. Premises; Term; Purpose:

Room	Move-In Date	Time	Event Date	Time	Move-out Date	Time	Use Fee
Space	Dates						

in the City of Chattanooga, Tennessee, and to be used for the purpose of: Meeting and for no other purpose whatsoever without the written consent of Licensor. The term of this Agreement shall commence at 8:00 AM on Date and shall terminate at 5:00 PM on Date.

2. Number of Participants; Use Fee:

(a) Estimated Attendance: 200

(b) Licensee guarantees Licensor the minimum use fee as follows: \$plus any additional charges incurred at current Convention Center rates including, but not limited to audio visual, security, food services, etc.

Total event charges will not exceed \$ which includes.

Licensor will perform its best effort at determining estimated charges for Licensee’s event based upon all planned functions and attendance at said functions. Licensee will be presented with an estimate of charges as soon as practicable from information submitted to the Licensor by Licensee relative to the event. Licensee will make payment within thirty (30) days upon receipt of invoice after the services are rendered and the agreement is executed.

3. Cancellation Policy: If Licensee cancels, Licensee will be required to pay 100% of stated room use fee.

This Agreement becomes void if not returned by: date

4. Indemnifications by Licensee: Any liability of the Licensee to Licensor and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the Licensee under this Agreement shall be governed by the Tennessee Claims commission Act, Tenn. Code Ann 9-8-301, et seq.

5. Compliance with Laws: Any liability for any claims, damages, losses, or costs arising out of or related to acts performed by the Licensee under this Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann 9-8-301, et seq.

6. Control of Convention Center: In granting Licensee a non-exclusive license to enter and use the Premises, Licensor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of the same. The Carter Street Corporation Board of Directors, their agents and employees may enter the Premises at any time and on any occasion.

7. Staffing: (a) Licensor shall furnish at Licensee's expense all necessary labor required for setting up, presenting and dismantling of the show, attraction or event, such as labor to include but not be limited to: stage hands, projectionists, sound technicians, etc. Licensor shall also furnish at Licensee's expense the house staff, meaning specifically: cashiers, ticket takers, floor directors, maids, porters, and ushers. The number of house staff employees shall be determined by the Chattanooga Convention Center Executive Director, the efficiency of the operation and the safety of the public requiring it. At least seven (7) days prior to the date of the event, Licensee shall provide Licensor a full and detailed outline of all event requirements, including stage, hall and chair requirements and all such other information as may be required by Licensor concerning the event covered by this Agreement.

(b) The hiring of all security personnel, guards and/or policemen must be performed by Licensor. Licensor must be notified at least two (2) weeks prior to the time when security personnel will be needed for the event. Licensee shall be responsible for expenses relating to the employ of security personnel for the Premises during the term of the Agreement.

8. Building Services: Licensor will furnish heat, air conditioning, light, water and gas in its discretion and as the Chattanooga Convention Center Executive Director may determine the reasonable needs of Licensee to be. In no case will Licensor furnish any of the aforementioned services in amounts or degrees beyond installed capacities of said services. Licensor shall have no obligation to furnish cleaning services which may be required to properly care for the Premises during the term of this Agreement, said obligation being that of Licensee, as provided in paragraph 19 hereof.

9. Concessions: (a) Licensee expressly waives and relinquishes, and Licensor reserves and retains to itself, the right to operate, license or permit others to operate during the period of this Agreement any and all concessions at or in the Convention Center not specifically granted to Licensee hereunder. Licensor reserves the privilege of using such parts of the Premises as in its opinion are necessary for such operation. Such concessions shall include, but not be limited to, the checking of clothing and other personal property, the sale of food, drink, souvenirs, and photographs. For any or all of the foregoing purposes, Licensee agrees to afford all necessary access, facilities and assistance to Licensor or its agents.

(b) If Licensor grants unto Licensee the right to sell or give away librettos, souvenir programs, records, and novelties, Licensor shall receive fifteen percent (15%) of Licensee's gross receipts from sale of the said items or services. If the items or services to be offered for sale are furnished and supplied by Licensee but sold by Licensor, then Licensor shall retain twenty-five percent (25%) of the gross sales thereof.

NEITHER LICENSEE NOR HIS AGENT SHALL SELL, OFFER FOR SALE, DISPENSE OR GIVE AWAY ANY FOOD, DRINK, TOBACCO, OR ANY OTHER ARTICLE OR SERVICE IN CONFLICT WITH OR DEROGATION OF THE RIGHTS RESERVED BY LICENSOR IN SUBPARAGRAPH (A) OF THIS PARAGRAPH 8, UNLESS LICENSOR HAS WAIVED SUCH RIGHTS AND HAS GIVEN LICENSEE WRITTEN PERMISSION TO ACT IN THE PREMISES.

10. Audiovisual: The Convention Center maintains a full service in house/on-site audiovisual service department through Presentation Services. The Convention Center recognizes that certain clients may elect to bring

in a third party supplier of audiovisual services. The Convention Center and Presentation Services are able to meet any such request; however, Licensee should understand the following guidelines when bringing in their own third party supplier of audiovisual services:

- (i) A patch fee of \$50.00 per connection will be charged for use of the house sound system when using a third party audiovisual supplier.
- (ii) An additional charge of \$35.00 per day per microphone is charged when using our microphones.
- (iii) Presentation Services personnel will be happy to assist your third party AV supplier with technical assistance at a charge of \$65.00 per hour. (One hour minimum)

11. Law Observance: Licensee agrees that every person connected with Licensee's occupancy and use of the Premises covered by this Agreement shall abide by, conform to and comply with all the laws of the United States and the State of Tennessee, and all of the ordinances of the City of Chattanooga, together with the rules and regulations of Licensor for government and management of the Premises. Licensee will not do, or allow to be done, anything on the Premises during the term of this Agreement, in violation on the part of Licensee or any person employed or admitted to the Premises by said Licensee, said Licensee will immediately desist from and correct such violations. As an Agency of the State of Tennessee, Licensee does not have unrestricted authority to contract. Consequently, The University of Tennessee's agreement with the terms and conditions of this Agreement shall only extend to such terms as are consistent with Tennessee Law.

12. Government Fees and Permits: Licensee agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of the Premises as required by law, and agrees to provide evidence of same to Licensor upon request. Licensee also agrees to advise all exhibitors offering goods for sale that applicable sales tax reports must be filed, and taxes paid, designating that sales were made in the Convention Center. Licensee is tax exempt with the State of Tennessee from all local, sales, state and occupancy taxes except those levied directly against it.

13. Fire and Casualty: In the event that the Convention Center, Premises or any part thereof shall be destroyed by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by Licensor impossible, including without limitation thereto, the requisitioning of the Convention Center by the United States Government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon this Agreement shall terminate and Licensee shall pay the use fee for the Premises only up to the time of such termination, at the rate herein specified, and the said Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated.

14. Evacuation of Facility: Should it become necessary in the judgment of Licensor to evacuate the Premises and/or Convention Center because of bomb threat or for other reasons of public safety, Licensee will retain possession of the Premises for sufficient time after such evacuation to complete presentation of his activity without additional rental charge, providing such time does not interfere with another licensee. If it is not possible to complete presentation of the activity, the use fee shall be forfeited, prorated, or adjusted at the discretion of Licensor and Licensee hereby waives any claim for damages or compensation from Licensor.

15. Responsibility for Property: Licensor assumes no responsibility whatsoever for any property placed in the Convention Center by Licensee and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the Premises or any part thereof by Licensee, unless it is proved that such loss, injury or damage is caused by Licensor's own negligent acts.

16. Removal of Properties: In the event that goods, wares, merchandise and property of any and all kinds and description, are left in the Premises after the termination of this Agreement, then Licensor shall be and is hereby authorized to remove from the Premises at the expense of Licensee, all such goods, wares, merchandise and property

of any and all kinds and description. Licensor shall not be liable for any damage or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and Licensor is hereby expressly released from any and all claims for damages of whatever kind or nature. Licensor reserves the right to remove from the Premises all effects remaining in the Premises after expiration of this Agreement at expense of Licensee and to charge One Hundred and no/100 Dollars (\$100.00) per day for time after expiration of this Agreement for any property remaining in the Premises, or the actual expense incurred in such removal and storage, whichever is greater.

17. Seating Capacity: At no time shall Licensee sell or otherwise dispose of, or permit to be sold or otherwise dispose of, tickets in excess of the seating capacity of the Premises. Further, in areas where seating is not provided, Licensee shall at no time admit a larger number of persons than can safely and freely move about. Further, Licensee will not permit chairs or other objects to be or remain in the passageways or exit ways and will keep all passageways and exit ways clear at all times. Sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to public utilities of the Premises and Convention Center shall not be obstructed by Lessee, his agents or employees, or used for any purpose other than ingress to and egress from the Premises.

18. Defacement of Building: Licensee shall not injure or mar, or in any manner deface the Premises, and shall not cause or permit anything to be done whereby the Premises shall be in any manner injured or marred or defaced, nor shall Licensee drive or permit to be driven, any nails, hooks, tacks, screws or bolts in any part of the Premises, nor shall Licensee make or allow to be made any alteration of any kind therein or thereon, nor tape any adhesive tape or stickers at any location therein. Licensee shall not sell, dispense or give away or permit the sale, dispensing or giving away of gas filled balloons or adhesive stickers in the leased premises or in any of the halls, passageways or approaches thereto. Any liability of Licensee to Licensor and third parties for any claims, damages, losses or costs arising out of or related to acts performed by the Licensee under this Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. 9-8-301, et. Seq.

19. Use of Helium Balloons: The use, distribution, or sale of helium balloons is strictly prohibited in the Premises and Convention Center. Any helium balloons found in the Premises during or immediately following expiration of the term of this Agreement will be removed at Licensee's expense.

20. Care of Premises: Licensee agrees to cause the Premises to be kept clean, orderly and generally cared for during the term of this Agreement.

21. Approval of Services: Licensor reserves the right to approve decorators, contractors or other service people or agencies employed or engaged by Licensee.

22. Signs and Posters: Licensee will not post or allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters, or cards of any description inside or in front of or on any part of the Premises except in regular locations provided by Licensor therefore, and will use, post or exhibit only such advertisements, show bills, lithographs, posters, or cards as related to the performance or exhibition or event to be given in the Premises, and for such period of time as designated by the Chattanooga Convention Center Executive Director. Licensee further agrees not to allow any advertising media in advertising the event for which Licensee is granted this Agreement, imply that Licensor is sponsoring or endorsing such event without the written consent of Licensor.

23. Lost Articles: Licensor shall have the sole right to collect and have the custody of articles left in the Premises by the persons attending any event given or held in the Premises, and Licensee or any person in Licensee's employ shall not collect or interfere with the collection or custody of such articles.

24. Assignments: Licensee shall not assign this Agreement or suffer any use of the Premises other than herein specified, or sublet the said Premises or any part thereof, without the prior written consent of Licensor.

25. Fire Hazards: Licensee shall not do or permit to be done anything in or upon any portion of the Premises or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the Convention Center or part thereof, or in any way increase the rate of fire insurance upon the Convention Center or on property kept therein, or in any way conflict with the laws relating to fires or with the regulations of the fire department, or with any of the rules, regulations or ordinances of the City of Chattanooga or

in any way obstruct or interfere with the rights of the other licensees in the Convention Center or injure or annoy them. Licensee shall not, without the written consent of Licensor, put up or operate any engine, motor, or machinery on the Premises, or use oils, explosives, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. Licensee further agrees that all decorative material used in the Premises must be flameproof and that all matters involving safety be resolved by the decision of the Chattanooga Convention Center Executive Director.

26. Discretionary Matters: Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the Carter Street Corporation Board of Directors and/or the Chattanooga Convention Center Executive Director.

27. Return or Surrender of Premises: Licensee agrees to quit and surrender the Premises to Licensor at the end of said term in the same condition as at the date of the commencement of this Agreement.

28. Workers' Compensation: Any liability of Licensee to Licensor and third parties for any claims, damages, losses or costs arising out of or related to acts performed by the Licensee under this Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code. Ann 9-8-301, et. Seq.

29. Damages to Premises: Licensee acknowledges that the Premises covered by this Agreement together with all furniture, fixtures and equipment located therein have been delivered to Licensee in an undamaged condition. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Premises or to any portion of the Convention Center by the consent of Licensee or by or with the consent of Licensee or by or with the consent of any person acting for or in behalf of said Licensee. Any liability of licensee to Licensor and third parties for any claims, damages, losses or costs arising out of or related to acts performed by the Licensee under this Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. 9-8-301, et.. seq.

30. Rules and Regulations: Licensee agrees to abide by and conform to all rules and regulations from time to time adopted or prescribed by Licensor, for the government and management of the Premises. Licensor, over the signature solely of such authorized officer who executes the Agreement on behalf of Licensor, may issue additional written orders subject, however, to the absolute discretion and approval of Carter Street Corporation Board of Directors, the execution of which orders shall be at the sole expense of Licensee. As an Agency of the State of Tennessee, Licensee does not have unrestricted authority to contract. Consequently, The University of Tennessee's agreement with the terms and conditions of this Agreement shall only extend to such terms as are consistent with Tennessee law.

31. Performance Approval: Licensor retains approval right of performance, exhibition or entertainment to be offered under this Agreement, and Licensee agrees that no such activity or part thereof shall be given or held if Licensor provides written objection on the grounds of character offensive to the public morals, failure to uphold event advertising claims or violation of event content. These restrictions are agreed to by both parties at the time of completion of this Agreement.

32. Non-Discrimination: In its use and occupancy of the Premises, Licensee shall not discriminate against any person or class by reason of age, sex, handicap, color, race, creed, religion or national origin.

33. Successors and Assigns: All terms and conditions of the Agreement shall be binding upon the parties, their heirs, successors, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who execute this Agreement.

34. Copyrights: Licensee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Any liability of Licensee to Licensor and third parties for any claims, damages, losses or costs arising out of or related to acts performed by the Licensee under this Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code. Ann 9-8-301, et. Seq.

35. Parking: All parking rights and privileges are reserved by Licensor with respect to any parking on the Convention Center premises.

36. Objectionable Person: Licensor reserves the right to eject or cause to be ejected from the Premises any objectionable person or persons; and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

37. Interruption or Termination of Show: Licensor shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of Licensor such act is necessary in the interest of public safety.

38. Advertising: Licensee agrees that all advertising of the event will be honest and true and will include accurate information on show times and ticket price.

39. Non-Exclusive Right: Licensor shall retain the right to use and/or license use of such portions of the Convention Center as may not be covered by this Agreement. Licensor also retains the right to re-enter any part of the Premises covered by this Agreement should such part become vacant; and to determine that such unused portion may be offered for other use with receipts therefrom going to Licensor with an appropriate adjustment on Licensee use fee.

40. ADA Compliance: Licensor warrants that, as a place of "public accommodation", it is in compliance with the Americans With Disabilities Act (Public Law 101-336) and that it will, in implementing instructions from Licensee for the meeting covered by this Agreement, comply in all reasonable respects with the provisions of the Act and regulations issued thereunder.

Licensor will hold Licensee harmless from any Americans With Disabilities Act public accommodation violations within the scope of the Premises activities to the extent that Licensor is found liable for such violations. Licensor agrees to aid Licensee in identifying organizations or individuals that can provide the auxiliary aids and services required by the Americans With Disabilities Act. The terms of these additional conditions to the Agreement shall be incorporated into and become part of the Agreement between the parties and shall govern in the event of any inconsistency.

41. Relocation of Premises: Licensor reserves the right to relocate the designated Premises to alternative comparable space within the Convention Center if such relocation should become necessary by reason of construction or renovation projects at the Convention Center. Licensor agrees that any such relocation of the Premises will not constitute a breach of this Agreement.

42. Force Majeure: The performance of any obligation under this Agreement by either party is subject to any circumstance by which the use of the Convention Center facilities is made illegal or impossible, including, but not limited to, acts of God, war, government regulations, disaster, labor strike, civil disorder or curtailment of transportation facilities. This Agreement may be terminated by either party for the reasons listed above or such unforeseeable cause beyond the reasonable control of either party by giving prompt written notice to the other party as soon as is reasonably possible after the onset of such event.

43. Meal Guarantee: The guarantee for all meal functions is required three (3) business days prior to date of the event. If Licensor does not receive a guarantee by the above deadline, the estimated attendance as indicated in the Agreement will become the guarantee. The guarantee is the number of people the Licensor's Executive Chef will prepare for and the number for which Licensee will be charged. The request by Licensee for additional meals is subject to the approval of the Executive Chef. Each additional meal will be assessed a ten percent (10%) surcharge.

44. In compliance with the requirements of Tenn. Code. Ann 12-4-124, Licensor hereby attests that it shall not knowingly utilized the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United Sates in the performance of this Agreement.

45. Licensee will make payment within thirty (30) days upon receipt of invoice after the execution of the Agreement and services have been rendered. Payment will be made on a University of Tennessee check. Licensee's maximum financial obligation of payment of services in stipulated in this Agreement is \$

46. Charges and fees that can be incurred under this contract include audiovisual equipment rental and setup; audiovisual technician services, cleaning/environmental services, delivery services; function room rental; furniture/special equipment rental and setup; meeting/convention support services; parking services; bartender service fees; security services; service charges and gratuities and services and equipment required for compliance with the American with Disabilities Act.

IN WITNESS WHEREOF, Licensor and Licensee have signed these presents in duplicate the day and year first written.

LICENSOR: City of Chattanooga, Tennessee, and the County of Hamilton, Tennessee, acting by and through the Carter Street Corporation Board of Directors.

Approved By:

Licensee:

Executive Director,
Chattanooga Convention Center

Signature, Date

Please Print