

KNOXVILLE CONVENTION CENTER USE LICENSE AGREEMENT

This license agreement made this _____ day of _____, 20____ by and between **SMG ("Operator")**, and **The University of Tennessee ("Licensee")**, on behalf of its _____ whose address is: _____, attention: _____ ("Licensee").

WITNESSETH:

Operator manages, operates and maintains the Knoxville Convention Center, 701 Henley Street, Knoxville, TN 37902, on behalf of the City of Knoxville, a Tennessee municipal corporation (the "City"), under rights granted by and obligations imposed under an agreement between the City and Operator.

- Premises and Terms:** Operator hereby licenses to the Licensee, and the Licensee hereby licenses from the Operator the following described property, hereinafter referred to as the "Premises," to wit in the Knoxville Convention Center.

	Day	Date	Begin/End Time	Space
Move-in:			-	
Event			-	
Move-out:			-	

Licensee to have and to hold the above-described premises for the term of days (#days), commencing on date at time EST, and terminating on date at time EST.

By mutual signature, space substitutions may be assigned.

- Use:** Licensee shall use the premises solely for the purpose of: event
- Services:** Operator agrees to furnish normal janitorial service in public areas, air conditioning during show hours, worklights (50% power) during move-in and move-out; full houselights during show hours and the following services. A complete description of services, rentals, and assigned costs is set forth in the Event Guide.

If stated below, the Operator will furnish the following additional services, equipment, materials, technicians, etc., on the following terms and conditions:

Each Meeting Room and Section of the Ballroom will include the following at no charge: (first set only*, as inventory allows)

2	Clothed and skirted 8' or 6' tables
1	Lectern, table-top or free-standing
1	Riser section, skirted
1	Electrical outlet, 5 amp

* Labor charges will apply if any set movements or room turns are needed.

Estimated Equipment and Services*:

#	Description	\$ Cost Each	= \$ Item Line Total

Enclosed Event Guide		TOTAL	\$

*Additional Equipment and/or Services will be charged at standard rate.

4. **Rent:** Licensee shall pay according to the schedule below:

Space Rental Rate: Total space rental rate is \$_____ based on:

Date (s)	Space	# Days x Cost	= \$ Item Line Total
		TOTAL	\$ Total Cost

If Sub-Licensee fails to provide insurance as required in the Insurance section in Exhibit 1, which is attached hereto, Licensee shall pay Operator an administrative fee of \$.15 per attendee per event day. Move-in and move-out days are not included in the duration of the event.

The University is tax exempt and the tax-exempt certificate is attached to this Agreement.

Estimated Food & Beverage: Based on attendance of _____ people Food and Beverage charges have been estimated at \$_____, subject to a 20% service charge. A Banquet Event Order (B.E.O.) will be prepared, signed by licensee and incorporated in this license agreement at a later date and may alter the estimated price for food, beverage or services based on menu selections.

A food and beverage credit will be issued toward space rental in which the catered food and beverage catered event has occurred, based on the following calculation. These potential credits will be calculated upon completion of the Food & Beverage event, based on the guarantees of each function against the daily space rental. Move-in and move-out days are not included in the Food and Beverage credit.

Food & Beverage Revenue is	% Off Net Space Rental
2x higher than standard space rental	50% off
3x higher than standard space rental	75% off
4x higher than standard space rental	100% off

(Excluding tax & gratuity)
This credit will be applied on the post event settlement.

Deposits Due: No deposits are required.

Rent and other approved charges shall be paid to: SMG - Knoxville Convention Center, P.O. Box 2543, Knoxville, Tennessee 37901-2543, within thirty (30) days upon receipt of invoice after the event. Licensee also covenants and agrees to pay interest at the rate of eighteen (18%) percent per annum for any payment of rent due and payable and not received by Operator on or before forty-five (45) days from receipt of invoice by Licensee for approved charges. Time is of the essence in this License.

5. **Liquidated Damages:** To the extent allowed by the laws of the State of Tennessee, if Licensee cancels any event or significantly reduces the space reservation covered by this agreement, Licensee agrees to pay to Operator the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:
- a. If Licensee cancels more than one year before the first scheduled day of the event, 25% of space rental rate shall be payable to Operator as liquidated damages.
 - b. If Licensee cancels more than 6 months before the first scheduled day of the event, 50% of space rental rate shall be payable to Operator as liquidated damages.
 - c. If Licensee cancels less than 6 months before the first scheduled day of the event, or enters into any default as described in Paragraph 16, page 4, 70% of space rental rate shall be payable to Operator as liquidated damages.

In the event Licensee cancels any event or significantly reduces the space reservation covered in this agreement, Operator will make a reasonable attempt to re-sell space. The amount of liquidated damages will be reduced to the extent that Operator re-sells space.

Liquidated damages shall be paid to: SMG - Knoxville Convention Center, P.O. Box 2543, Knoxville, Tennessee 37901, within thirty (30) days upon receipt of invoice of liquidated damages. Licensee covenants and agrees to pay interest at the rate of eighteen (18%) percent per annum for any payment of liquidation damages due and payable and not received by Operator on or before forty-five (45) days from receipt of invoice by Licensee. Time is of the essence in this license.

6. **Notices:** For purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the above addresses.
7. **Box Office:** N/A
8. **Exculpation Clause:** To the extent allowed by the laws of the State of Tennessee, Licensee agrees that neither the City nor any of their officers, agents, contractors or employees shall have any liability to Licensee arising from any breach of this License or from or out of the occupancy or use by Licensee, its agents, servants, employees, contractors, patrons, guests, Licensees or invitees of the Premises licensed hereunder. Licensee waives any such claims against the City and their officers, agents, contractors and employees, and agrees that Licensee's sole recourse on any such claim shall be against Operator Notwithstanding anything to the contrary in this Agreement, however, the parties agree that the City is not, and shall not be deemed, a third-party beneficiary of this Agreement.

Any liability of Licensee to Operator 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.

9. **Laws, Ordinances and Regulations:** Licensee shall comply with all applicable laws, statutes and ordinances and all rules, regulations and requirements of all federal, state and local governmental authorities. Licensee shall not admit to the premises a larger number of persons than the total number designated by the General Manager of the Convention Center (hereinafter called the "General Manager") as the seating capacity or the number that can safely and freely move about.
10. **Responsibility for Damage:** To the extent permitted by Tennessee law, if the licensed premises or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then Licensee shall be responsible.

Licensee is to properly care for all equipment entrusted to Licensee during the term of this Agreement and all such equipment so entrusted, which is lost, stolen, or disappears shall be the sole responsibility of Licensee and Licensee shall pay the full replacement cost thereof to Operator.

Operator may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee. Operator assumes no responsibility whatsoever for any property placed in the Facility.

Any liability of Licensee to Operator 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.

11. **Articles Left on Premises:** Any article remaining on the licensed premises left, lost or checked in the building by persons attending any performance, exhibition or entertainment shall be collectible solely by Operator.
12. **Signs:** Licensee, its agents, exhibitors, et al., shall only post signs as permitted by General Manager. Licensee must obtain all appropriate permits and licenses for off-site signage.
13. **Sale of Novelties, Concessions, Food and Beverage; Intellectual Property:** Operator reserves the exclusive right to sell or give away food, beverages, novelties, audio/visual tapes or CD's and other articles, to conduct check rooms, and to control all media activity, including broadcasting, recording, transcription rights and equipment and other privileges. Licensee shall not sell or distribute any of the aforesaid articles or control the aforesaid activities without the express written consent of Operator. Operator is the exclusive food & beverage provider for the Convention Center. No food or beverage may be brought into the convention center or taken off the Premises without prior written approval of Operator. Excess prepared food may be donated to charity at Operator's sole discretion. Sampling or distribution of food or beverage must be approved by Operator a minimum of two weeks prior to any function and may require a temporary Health Permit from the City of Knoxville. All laws and regulations related to copyright, trademarks and other intellectual property must be complied with by Licensee and all persons selling or distributing items on the Premises. If Licensee intends to conduct or permit on the Premises any performance requiring licensing or approval from ASCAP or similar licensing agencies, Licensee shall to deliver to Operator prior to the performance evidence satisfactory to Operator that Licensee has satisfied or will satisfy Licensee's obligations to ASCAP and such similar agencies.

All federal, state, and local laws and/or regulations related to copyright, trademarks, etc., must be complied with by the Licensee and all exhibitors selling such items on the premises.

14. **Use of Machinery:** Licensee shall not, without the written consent of Operator, put up or operate any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent than gas or electricity for illuminating the demised premises. All decorative materials must be flameproof before the same will be allowed in the buildings and should have written verification of such flameproof treatment or qualities.
15. **Assignment and Subletting:** Licensee shall have no right to assign or sublet this License without the prior written consent of Operator. Such consent shall not be unreasonably withheld. The criteria for approving such an assignment or subletting includes: (a) net worth; (b) industry reputation of assignee or sub-licensee; (c) experience; (d) business reputation; and (e) any and all other criteria that Operator shall find relevant.

The terms assignment or subletting as used in this license, shall include any and all transfers of Licensee's interest in this License whether voluntary or involuntary, including any lien upon

Licensee's interest, or any transfer by Licensee, any assignee or sub-licensee, heir, personal representative, or successor of Licensee, or by any receiver or trustee with jurisdiction over Licensee, a subsequent assignee or sub-licensee or its property.

- 16. Default and Operator's Remedies:** Default shall include, but shall not be limited to, the following:
- a. Failure of Licensee to make timely payment of any sums to be paid by Licensee pursuant to this Agreement.
 - b. Licensee's total or partial abandonment of the licensed premises. Any of Licensee's personalty abandoned on the premises may be removed and stored by Operator, at Licensee's expense.
 - c. Failure of either party to perform in a timely manner any other material provision of this Agreement or of the Event Guide, which is incorporated by reference into this Agreement.
- Upon a party's commission of one of the acts of default listed in (a) through (c) above, the other party may terminate this Agreement and exercise any and all of its legal and equitable remedies. Upon a party's failure to comply with any of the other provisions of this Agreement or of the Event Guide, the other party shall not be entitled to terminate this Agreement, but shall be entitled to exercise all other of its legal and equitable remedies.
- 17. Insurance:** The University of Tennessee is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. Section 9-8-301, et seq., which covers certain tort liability. See the attached self-insurance certificate.
- 18. Relocation of Licensee:** Operator reserves the right after the execution or during the term of this License, to remove the Licensee from the premises and relocate Licensee in some other space of Operator's choosing of approximately the same dimensions and size. If Licensee is removed and relocated in other space within the Building which is then leasing at a rent less than the rent of the premises at that time, Licensee's rent shall be reduced to the rent then being charged for the space in which Licensee has been relocated.
- 19. Administrative Charges:** In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time, for any reason whatsoever not attributable to Operator, Operator shall be entitled, in addition to any other remedy that may be available, to make an administrative charge of Forty (\$40.00) Dollars for each such check.
- 20. Delay of Possession:** In the event Operator is unable to tender possession of the licensed premises because of the unauthorized holding over of any tenant or tenants or due to delays in construction or any other reason, Operator shall provide equivalent space of approximately the same dimensions and size or procure equivalent space of approximately the same dimensions, size, and quality at another venue at Operator's expense. If the equivalent space of approximately the same dimensions, size, and quality cannot be provided or procured by Operator and the parties cannot agree on damages, the Licensee may seek damages for breach of contract.
- 21. Portions of Operator's Building Not Demised:** Licensee understands and agrees that during the terms of this License, Operator may use or cause to be used for conventions, expositions, attractions, or for any legal purpose whatsoever, any portion of Operator's building not demised to Licensee. Operator shall not be responsible for any actions of any other user of the building.
- 22. Floor Plan:**
- a. At least sixty (60) days prior to the first Event, Licensee shall provide to Operator, for Operator's and/or the Knoxville Fire Marshal's approval, five (5) copies of a full and complete floor plan for the Event. Based upon a review by Operator and/or such Fire Marshal of the foregoing plan, Operator may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as Operator may, in its reasonable discretion, deem necessary or desirable. Failure by

Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

- b. In addition to the floor plan delivered under clause (a) above, at least sixty (60) days prior to the first Event, Licensee shall provide to Operator, for Operator's review (and/or the review of any consultant or representative engaged by Operator), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event. Based upon a review by Operator and/or such consultants or representatives of the foregoing plan, Operator may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as Operator may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

23. **Operator's Food Service:** Licensee will advise Operator of all of its food, beverage and catering requirements, if any, as soon following execution of this Agreement as is practicable, and shall not enter into any contract, agreement, promise or obligation, whether written or oral, expressed or implied, with any other party for the purpose of providing the aforesaid services. If exhibitors intend to give away food or beverages, these items must be purchased through Operator, unless written permission is obtained from Operator.
24. **Audits:** N/A
25. **Operator's Employees and Agents:** Operator will not furnish any technicians, stagehands, ticket sellers, ticket takers, ushers, security guards, or any other auxiliary personnel unless otherwise expressly provided for herein under Paragraph #3.
26. **Emergency Powers to Vacate Premises:** The General Manager may extinguish all lights in the licensed premises, cease operation of the air conditioning system, terminate service of any other utilities upon the premises, order evacuation of all or any portion of the licensed premises, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in his judgment, circumstances of a dangerous or unusual nature have occurred, or he reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property.
27. **Supply of Keys to General Manager:** The General Manager or his representative shall have available to him at all times, total and complete access to all portions of the licensed premises. Licensee shall supply to the General Manager, or his representative, a key or keys to any and all parts of the premises which Licensee desires to secure under lock, such keys and locks to be provided for and installed and removed at the sole expense of Licensee, subject to immediate removal upon termination of this Agreement, or otherwise in the reasonable discretion of the General Manager. In the event the General Manager determines it to be necessary to remove any locks which have been installed by Licensee, after notice to Licensee and reasonable opportunity to Licensee to remove the locks, except in the case of an emergency, the General Manager may order such removal, the cost of which shall be borne by Licensee.
28. **Representations and Warranties:** Each party hereby represents and warrants to the other party that it has the full power and authority to enter into this License and perform each of its obligations hereunder; it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this License; and no litigation or pending or threatened claims of litigation exist which do or might adversely affect its liability to fully perform its obligations hereunder or the rights granted to it by the other party under this License.
29. **Other Covenants by Licensee and Operator:** Licensee and Operator hereby covenant as follows:
 - a. Neither party shall cause or permit any Hazardous Material to be used, stored or generated on, or transported to and from the Premises. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous

substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

- b. No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Premises are in use. All designated exit ways shall be maintained in such a manner as to be visible at all times.
- c. Licensee shall not encumber, hypothecate or otherwise use as security its interests in this Agreement, including but not limited to any revenues generated from Licensee's use of the Premises, for any purpose whatsoever without the express written consent of Operator.
- d. With respect to any event at the Premises, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works") and to the protection of the intellectual property rights associated with such Works. The sums payable by Licensee under this License do not include royalty, copyright, or other payments, and Licensee agrees to make any and all such payments to third parties or clearinghouse agencies as may be necessary to lawfully perform, publish, or produce any such Works. Licensee agrees and assumes the responsibility to make any and all reports to such agencies or parties, including but not limited to ASCAP, BMI, SAG, and SESAC. Licensee agrees to produce to Operator evidence of such reports and payments. Licensee agrees to provide Operator with evidence of Licensee's compliance with the requirements of this paragraph at any time, including in advance of any event scheduled on the Premises.

30. General Manager's Discretion: Any matter relating to the operation of the facility not expressly provided for herein shall be within the reasonable discretion of the General Manager.

31. Miscellaneous:

- a. This License shall be deemed to be made, governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to the conflict of law principles thereof.
- b. If any section, subsection, clause or provision of this License is held invalid, the remainder shall not be affected by such invalidity.
- c. This License may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
- d. No waiver of any covenant or condition of this License by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this License.
- e. This License contains and embodies the entire agreement of the parties hereto and no representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect.
- f. In any conflict between the License and other written provisions concerning operation of the facility, the License shall prevail.
- g. The Licensee acknowledges and understands that this contract in no way affords any rights and does not authorize any signage to be placed outside the boundaries of the Convention Center property.
- h. Time is of the essence of this License.
- i. This License shall be binding upon, and shall insure to the benefit of, the successors and assigns of Operator, and to such successors and assigns of Licensee as are permitted to succeed to Licensee's rights subject to the terms of this License.
- j. Operator and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this License. Nothing in this License shall make, or be construed to make, Operator or Licensee a partner of one another, nor shall this License be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

- k. Whenever the context shall so require, the singular shall include the plural, the plural shall include the singular and words of one gender shall include words of the other gender.
- l. Operator shall have the right, in its sole discretion, to use or permit the use of any portion of the Convention Center, other than the Premises licensed hereunder, to any person, firm or other entity regardless of the nature of the use of such other space.
- m. If the Convention Center is damaged from any cause whatsoever, or if any other casualty or unforeseeable cause beyond the control of Operator or Licensee, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use of the Premises by Licensee, Operator and Licensee are hereby released from any damages caused thereby. Operator shall return all unexpended payments made by Licensee. In no event shall Operator and Licensee be relieved of liability to the extent of available insurance.
- n. It is expressly understood and agreed by the parties hereto that no officer, director, employee, agent, representative or sales person of either party hereto, or of the City or any third party, has the authority to make, has made or will be deemed to have made any representation, warranty, covenant, agreement, guarantee or promise with respect to the financial success or performance and/or other success of the event. Licensee hereby acknowledges and agrees that any assessment of the financial success of performance and/or other success of the event is solely that of Licensee's own determination and judgment.
- o. Regardless of any term of this License to the contrary, any liability of Licensee to Operator 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.
- p. Operator hereby attests that Operator shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Contract.

To the extent allowed by the laws of the State of Tennessee, all provisions of Operator's "Event Guide" dated _____ are incorporated into this agreement by reference. Any changes to Event Guide made after _____ are not applicable to this Agreement. If the terms of Event Guide conflict with this Agreement, the terms of this Agreement shall prevail.

Operator: Licensee:

The maximum amount that Operator may charge Licensee for goods or services provided under this Agreement is \$ _____. Increases made necessary by changes requested by Licensee above this amount require a written amendment to the Agreement signed by both parties.

- 32. Notices:** Any notice, consent, or other communication given pursuant to this License shall be in writing and shall be effective either
- a. when delivered personally to the party for whom intended
 - b. upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or
 - c. on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; and any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to Operator:

SMG

Knoxville Convention Center

P.O. Box 2543

Knoxville, Tennessee 37901-2543

ATTN: Mary S. Bogert, General Manager

If to Licensee:

The University of Tennessee

address line1

address line 2

city, state, zip

ATTN: name

LICENSEE: The University of Tennessee

By:

Contact Name/Title

Date

ATTEST:

Date

By:

Contact Name/Title

Date

ATTEST:

Date

OPERATOR: SMG

By:

Mary S. Bogert, General Manager

ATTEST:

Date

Date

Original License; issued on _____ .
RW:bc

ADDENDUM TO THE KNOXVILLE CONVENTION CENTER LICENSE AGREEMENT

This addendum is entered into effective this _____ day of _____, 20____ by and between SMG ("Operator") and The University of Tennessee ("Licensee"), in order to supplement and modify the Knoxville Convention Center License entered into by and between SMG and Licensee dated the _____ day of _____, 20____ (the "License"). SMG and Licensee agree as follows:

1. Licensee intends to sublicense the premises to _____ ("Sub-Licensee"), subject to the approval of Operator pursuant to Section 15 of the License. The sublicense agreement between Licensee and the Sub-licensee shall be in the form attached hereto as Exhibit 1.
2. Nothing contained in this Addendum shall release Sub-licensee from its obligations to Operator in the contract between Licensee and Sub-licensee.
3. Regardless of any term of the License to the contrary, Licensee, as an agency of the State of Tennessee, is subject to liability to Operator for breach of contract only under the terms and conditions of the Tennessee Claims Commission Act, unless otherwise provided by law.
4. In any conflict between the License and this Addendum, the addendum shall prevail. In any conflict between the License and any other written provisions, the License shall prevail.
5. All legal proceedings between Operator and any Sub-Licensee relating in any way to this License or to Sub-Licensee's use and occupancy of the Premises shall be brought in the state or federal courts located in Knoxville, Tennessee. Any Sub-Licensee shall be deemed to have consented to the jurisdiction and venue of such courts and to have waived any objections it might have to such jurisdiction and venue.
6. All terms used in this Addendum shall have the same definitions as in the License.
7. Except as expressly set forth in this Addendum, the License remains in full force and effect.

LICENSEE: The University of Tennessee

ATTEST:

By:

Contact Name/Title

Date

Date

ATTEST:

By:

Contact Name/Title

Date

Date

OPERATOR: SMG

ATTEST:

By:

Mary S. Bogert, General Manager

Date

Date

Original License; issued on .
RW:bc

Exhibit #1

Agreement between The University of Tennessee (“Licensee”) and (“Sub-licensee”)

Sub-licensee agrees to the following terms during their use of the Knoxville Convention Center for the event as described in the Knoxville Convention Center Use License Agreement (the “License”) between The University of Tennessee and SMG, dated _____. Sub-licensee agrees to comply with all terms and conditions of the License as if Sub-licensee were Licensee thereunder. In addition, Sub-licensee agrees to the terms and conditions set forth herein.

SMG (“Operator”) manages, operates, and maintains the Knoxville Convention Center, 701 Henley Street, Knoxville, TN 37902, on behalf of the City of Knoxville, a Tennessee municipal corporation (the “City”), under rights granted by and obligations imposed under an agreement between the City and Operator.

Services: Sub-licensee will be given the exhibit hall in broom-swept condition and is expected to return in the same condition upon completion of the event. Operator agrees to furnish normal janitorial service in public areas (excluding exhibit show floor cleaning), air conditioning during show hours, work lights (50% power) during move-in and move-out; full houselights during show hours and the following services. Further services, rentals, and assigned costs are outlined in the Event Guide.

If stated below, the Operator will furnish the following additional services, equipment, materials, technicians, etc., on the following terms and conditions:

University of Tennessee employees will be allowed to assist with setup, tear down, and management of the event venues during event. The University of Tennessee will provide portable sound systems, scales, recording devices, sign easels, timing devices and other support equipment for individual competition sites.

Notices: For purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested.

Exculpation and Indemnification Clause: Sub-licensee agrees that it will indemnify, hold and save the City of Knoxville (“City”), and Operator, their officers, agents, contractors and employees whole and harmless and at Operator's option defend same, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against Operator or the City on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Sub-licensee or any of its agents, servants, employees, contractors, patrons, guests, sub-licensees or invitees or of any other person entering upon the Premises with the express or implied invitation or permission of Sub-licensee, or when any such injury or damage is the result, proximate or remote, of the violation by Sub-licensee or any of its agents, servants, employees, contractors, patrons, guests, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Sub-licensee, its agents, servants, employees, contractors, patrons, guests, or invitees of the Premises. Sub-licensee covenants and agrees that in case Operator or the City or any of their officers, agents, contractors or employees shall be made parties to any litigation against Sub-licensee or to any litigation commenced by any party other than Sub-licensee relating to this Agreement or to the Premises, then Sub-licensee shall pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Operator or the City or their officers, agents, contractors or employees by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Operator.

Sub-licensee agrees that the City nor any of their officers, agents, contractors or employees shall have any liability to Sub-licensee arising from any breach of this Agreement or from or out of the occupancy or use by Sub-licensee, its agents, servants, employees, contractors, patrons, guests, or invitees of the Premises.

Sub-licensee waives any such claims against the City and their officers, agents, contractors and employees, and agrees that Sub-licensee's sole recourse on any such claim shall be against Operator.

Laws, Ordinances and Regulations: Sub-licensee shall comply with all applicable laws, statutes and ordinances and all rules, regulations and requirements of all federal, state and local governmental authorities. Sub-licensee shall not admit to the Premises a larger number of persons than the total number designated by the General Manager of the Convention Center (hereinafter called the "General Manager") as the seating capacity or the number that can safely and freely move about.

Responsibility for Damage: If the Premises or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then Sub-licensee shall be responsible.

Sub-licensee is to properly care for all equipment entrusted to Sub-licensee during the term of this Agreement and all such equipment so entrusted which is lost, stolen, or disappears shall be the sole responsibility of Sub-licensee and Sub-licensee shall pay the full replacement cost thereof to Operator.

Signs: Sub-licensee, its agents, exhibitors, et al., shall only post signs as permitted by General Manager. Sub-licensee must obtain all appropriate permits and agreements for off-site signage.

Sale of Concessions: Operator reserves, and at all times shall have the sole right to sell or give away librettos, flowers, refreshments, beverages, cigars, cigarettes, candies, sandwiches, sundries, novelties, souvenirs, programs and periodicals and to rent and sell opera glasses, umbrellas and other articles, to conduct check rooms, to control **event** programs and to supervise the contents thereof, to take photographs, to control or supervise radio, **movie** and/or television broadcasting or recording and transcription rights and equipment, and other privileges, and Sub-licensee shall not engage in or undertake the sale of any of the aforesaid articles or privileges, without the express written consent of Operator. Convention logoed items indicating Sub-licensee are permissible for sale by Sub-licensee. The operator agrees to use its best efforts to ensure that alcoholic beverages are not sold or advertised during the tournament.

All federal, state, and local laws and/or regulations related to copyright, trademarks, etc., must be complied with by the Sub-licensee and all exhibitors selling such items on the Premises. Further, the Sub-licensee agrees to save and completely hold harmless the City of Knoxville and Operator; and to pay all costs related to any violation of the above.

Use of Machinery: Sub-licensee shall not, without the written consent of Operator, put up or operate any engine or motor or machinery on the Premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent than gas or electricity for illuminating the demised Premises. All decorative materials must be flameproof before the same will be allowed in the buildings and should have written verification of such flameproof treatment or qualities.

Insurance: It is agreed by the parties that the Sub-licensee shall not occupy the Premises until proof of the following insurance coverage has been furnished to the Operator.

- a. Commercial general liability insurance, on an occurrence form, in the amount of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for Premises operations, blanket contractual liability (to cover indemnification section), products, completed operations and independent contractors. If the user's activities involve the sale of alcohol, then liquor liability in the same amount is also required. These policies must name the City of Knoxville and SMG as additional insured.
- b. Workers' compensation and employer's liability coverage as required by Tennessee Statute. Currently, the State of Tennessee requires that employers provide workmen's compensation coverage for all employees. The Statute requires coverage from the employer if they have three or more employees. The Operator requires evidence of this coverage.

- c. It is understood and agreed that all coverage provided by the Sub-licensee are primary to any insurance or self-insurance program the City and SMG have for this Facility and the Sub-licensee and their insurance shall have no right of recovery or subrogation against the Operator.
- d. All policies must be issued by companies authorized to do business in the State of Tennessee and assigned a rating of A:X or better, per Best's Key Rating Guide, latest edition.
- e. SMG must receive thirty (30) days written notice prior to any cancellation, non-renewal or material change to the required insurance policies. This written notice must be sent to the SMG, 701 Henley Street, Knoxville, TN 37902.
- f. Evidence of the required insurance policies must be provided to SMG by submission of an original certificate of insurance (*) sixty (60) days prior to the agreement period.
- g. Alternate coverage to satisfy these requirements is subject to prior approval of SMG. Additional insurance coverage, as determined by SMG, may be required for this agreement.

Delay of Possession: In the event Operator is unable to tender possession of the Premises because of the unauthorized holding over of any tenant or tenants or due to delays in construction or any other reason, as long as such inability continues, a per diem abatement of the rent shall be allowed to Sub-licensee but nothing shall operate to extend the term of this Agreement beyond the original expiration date and said abatement of rent shall be the total limit of liability of Operator to Sub-licensee for any losses or damages incurred by Sub-licensee due or related to such delay in obtaining possession of the Premises. The computation of the per diem abatement in the rent is deemed to be the liquidated and agreed damages for any delay in possession.

Portions of Operator's Building Not Demised: Sub-licensee understands and agrees that during the terms of this Agreement, Operator may use or cause to be used for conventions, expositions, attractions, or for any legal purpose whatsoever, any portion of Operator's building not demised to Sub-licensee. Operator shall not be responsible for any actions of any other user of the building.

Food Service: UT Conferences on behalf of Sub-licensee will advise Operator, of all food, beverage, and catering providers, if any, as soon following execution of this Agreement as is practical, and shall not enter into any contract, agreement, promise or obligation, whether written or oral, expressed or implied, without permission from SMG for providing the aforesaid services. After July 1, 2002 the aforesaid services and any food or beverages exhibitors plan to give away must be purchased through SMG.

Emergency Powers to Vacate Premises: The General Manager may extinguish all lights in the Premises, cease operation of the air conditioning system, terminate service of any other utilities upon the Premises, order evacuation of all or any portion of the Premises, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in his judgment, circumstances of a dangerous or unusual nature have occurred, or he reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property, and Sub-licensee waives any right and/or claim for damages against Operator, its agents or servants, in such eventuality.

Supply of Keys to General Manager: The General Manager or his representative shall have available to him at all times, total and complete access to all portions of the Premises. Sub-licensee shall supply to the General Manager, or his representative, a key or keys to any and all parts of the Premises which Sub-licensee desires to secure under lock, such keys and locks to be provided for and installed and removed at the sole expense of Sub-licensee, subject to immediate removal upon termination of this Agreement, or otherwise at the discretion of the General Manager. In the event the General Manager determines it to be necessary to remove any locks which have been installed by Sub-licensee, the General Manager may order such removal, the cost of which shall be borne by Sub-licensee.

Other Covenants by Sub-licensee: Sub-licensee hereby covenants as follows:

- a. Sub-licensee shall not cause or permit any Hazardous Material to be used, stored or generated on, or transported to and from the Premises. "Hazardous Material" shall mean,

without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

- b. No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Premises are in use. All designated exit-ways shall be maintained in such a manner as to be visible at all times.
- c. Sub-licensee shall not encumber, hypothecate or otherwise use as security its interests in this Agreement, including but not limited to any revenues generated from Sub-licensee's use of the Premises, for any purpose whatsoever without the express written consent of Operator.
- d. With respect to any event at the Premises, Sub-licensee shall comply fully with any and all local, state and federal laws, regulations, rules, constitutional provisions, common laws and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works") and to the protection of the intellectual property rights associated with such Works. The sums payable by Sub-licensee under this Agreement do not include royalty, copyright or other payments, and Sub-licensee agrees to make any and all such payments to third parties or clearinghouse agencies as may be necessary to lawfully perform, publish or produce any such Works. Sub-licensee agrees and assumes the responsibility to make any and all reports to such agencies or parties, including but not limited to ASCAP, BMI, SAG and SESAC. Sub-licensee agrees to produce to Operator evidence of such reports and payments. Sub-licensee agrees to provide Operator with evidence of Sub-licensee's compliance with the requirements of this paragraph at any time, including in advance of any event scheduled on the Premises.

General Manager's Discretion: Any matter not expressly provided for herein shall be within the reasonable discretion of the General Manager.

Miscellaneous:

- a. This Agreement shall be deemed to be made, governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to the conflict of law principles thereof. All legal proceedings relating in any way to this Agreement or to Sub-licensee's use and occupancy of the Premises shall be brought in the state or federal courts located in Knoxville, Tennessee. Sub-licensee hereby consents to the jurisdiction and venue of such courts and waives any objections it might have to such jurisdiction and venue.
- b. If any section, subsection, clause or provision of this Agreement is held invalid, the remainder shall not be affected by such invalidity.
- c. This Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
- d. No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
- e. Operating Rules and Regulations and Booking Policy as contained in "Event Guide" are hereby incorporated into this agreement by reference unless otherwise amended by separate addendum.
- f. Sub-licensee acknowledges and understands that this agreement in no way affords any rights and does not authorize any signage to be placed outside the boundaries of the Convention Center property.
- g. Time is of the essence of this Agreement.
- h. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of Operator, and to such successors and assigns of Sub-licensee as are permitted to succeed to Sub-licensee's rights subject to the terms of this Agreement.
- i. Operator and Sub-licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing in this Agreement shall make, or be construed to make, Operator or Sub-licensee a partner of one another, nor shall

this Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

- j. Whenever the context shall so require, the singular shall include the plural, the plural shall include the singular and words of one gender shall include words of the other gender.
- k. If the Convention Center is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of operator, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use of the Premises by Sub-licensee, Operator is hereby released by Sub-licensee from any damages caused thereby.
- l. In the event of any inconsistency between the terms and conditions of the License and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

Notices: Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; and any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

LICENSEE: The University of Tennessee

ATTEST:

By: _____
Contact Name/Title

Date _____

Date _____

SUB-LICENSEE: Company Name

ATTEST:

By: _____
Contact Name/Title

Date _____

Date _____

OPERATOR: SMG

ATTEST:

By: _____
Mary S. Bogert, General Manager

Date _____

Date _____