

LICENSE AGREEMENT
#«Event_Id»
[Insert Todays Date]

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 Licensor (the "Effective Date").

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, the facility located at 201 Fifth Avenue South, Nashville, TN 37203** (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.

Date	Time	Function LocationTemp	Room	«Rental_Amount»
BASE FEE				

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; (ii) electrical services; (iii) telecommunications and data services; (iv) rigging services; 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 decorative 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 who will be Licensee's main point of contact for the Event ("Event Manager"). Licensee shall be responsible for making arrangements with the Event Manager for all services and support personnel, according to the schedule available on Licensor's website and through this link: http://www.nashvillemcc.com/sites/default/files/media/Sales/schedule_i_long_term_events.pdf and incorporated herein by reference. Service order forms and prevailing rates are available on Licensor's website and are subject to revision at Licensor's sole discretion. Licensee or any other individuals designated in writing by Licensee may issue written orders subject, however, to the discretion and approval of Licensor. Once approved, any written orders, including, without limitation, orders for food and beverages (Banquet Event Orders ("BEOs")), shall be deemed to be part of, and are hereby incorporated into this Agreement.

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.
 - B. **Event Related Fees.** Event Related Fees shall be equal to the total of fees for food and beverages, plus ancillary expenses such as 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.** 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 the Food and Beverage Minimum, plus applicable sales tax, service charges, and fees is due **[Write out DATE TO BE 30 DAYS PRIOR TO EVENT]**. 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.**
- 5.3. **BEOs with Food and Beverage Per-Person Charges.** No less than six (6) months prior to the commencement of the License Period, based on BEOs received and approved, Licensor shall provide Licensee a good faith estimate of food and beverages prices; provided, however, that Licensor shall reserve the right to make product substitutions based on specific commodity price increases. No less than three (3) business days (excluding holidays and weekends) prior to the commencement of the License Period, Licensee shall provide written notice to Licensor of the minimum number of persons that Licensee guarantees will attend the Event (the "Guaranteed Attendance") and shall pay for any estimated food and beverage amounts exceeding the Food and Beverage Minimum. Licensor shall be prepared to serve the lower of an additional five percent (5%) above the Guaranteed Attendance or fifty (50) additional meals (the "Overage"). If this Overage is used, Licensee shall pay for each additional person at the same price per person/per item, plus applicable service charges and sales tax. If the Guaranteed Attendance results in food and beverage expenses more than thirty-three percent (33%) above the Food and Beverage Minimum,

Licensors may charge an additional service charge per guaranteed guest. If Licensee fails to notify Licensor of the Guaranteed Attendance within the time required, Licensor shall create its own estimated attendance (the "Estimated Attendance") based on the higher of (i) the estimated attendance as specified by the approved BEOs and (ii) the Food and Beverage Minimum, and the Estimated Attendance shall be deemed to be the Guaranteed Attendance. Should additional persons attend the Event in excess of the total of the Guaranteed Attendance plus the Overage, Licensor shall make good faith efforts to accommodate such additional persons subject to product and staff availability and Licensee shall pay for such additional persons and/or à la carte items at the same price per person or per item plus applicable service charges and sales tax. Licensor reserves the right to count guests using a mutually agreed upon counting method which is billed on a per person basis. Should this guest count be less than the Guaranteed Attendance, then Licensee shall pay the per-person food and beverage charge times the Guaranteed Attendance or the Food and Beverage Minimum, whichever is higher.

5.4. Additional Food and Beverage Services and Fees.

- A. **Supplemental Staffing.** Unless Licensee orders staff in addition to what is normally provided, charges for the staffing of the food and beverage events are included in the menu prices. Normally, 1 staff per twenty 20 patrons is provided for plated lunches and dinners having tables of 8 to 10 persons. For buffets, 1 staff per 50 patrons is normally provided. Any additional staffing ordered by Licensee shall be charged at Licensor's prevailing rates.
- B. **Concessions/Portable Food Service Carts.** Requested retail and specialty concession carts are provided free of labor charges if per-cart sales exceed a minimum per Licensor's prevailing rates. Licensor reserves the right to determine which retail concessions are open for business and the hours of operation.
- C. **China and Linen Service.** Unless Licensee orders china, Licensor shall provide complimentary compostable greenware for all food and beverage events, with the exception of plated meals, located in exhibit halls and non-carpeted areas. Licensor shall provide complimentary china service for all meal services in carpeted meeting rooms and ballrooms, unless Licensee requests the compostable greenware. If china is ordered in the exhibit halls or in any non-carpeted areas, a per-person fee will be charged. Licensor provides complimentary in-house linen for all meal functions. Additional fees will apply for specialty linen.
- D. **Service Charge.** A service charge of no less than twenty-three percent (23%) shall apply to all labor charges associated with the provision of food and beverages as well as to the food and beverages.
- E. **Delayed or Extended Service.** If the agreed upon beginning or ending service time of any of Licensee's meal changes by thirty (30) minutes or more, an additional labor charge may apply. Should any of Licensee's meals require extended pre or post service or stand by time, an additional labor charge may apply.

5.5. 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 thirty (30) days of the 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.

5.6. Taxes. License and other fees are subject to Tennessee state sales tax, as required by law. 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.

5.7. Contractors. Licensee agrees to pay when due all sums due contractors or subcontractors of Licensee, including all guarantees and/or percentages, and Licensee acknowledges that all such obligations are the sole responsibility of Licensee.

- 5.8. Credit Cards.** All payments shall be made in U.S. funds. No later than sixty (60) days prior to the commencement of the License Period, Licensee shall complete Licensor's credit card authorization form.

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 a 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 Commercial General Liability, Automobile Liability, and Workers' Compensation insurance policies shall contain or be endorsed to contain a waiver of subrogation in favor of 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 defend, indemnify and hold Licensor, its officers and employees harmless from all third party 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 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 laws and directives. Licensee shall comply with all rules and regulations prescribed by Licensor for the government and management of the Center; such rules and regulations (“Rules and Regulations”) are available on Licensor’s website, accessible through this link (http://www.nashvillemcc.com/sites/default/files/media/Sales/licensor_rules_and_regulations.pdf) and incorporated herein by reference,. 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, 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. 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 has been 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; provided, however, that upon written request made no later than thirty (30) days prior to the commencement of the License Period, Licensor may permit Licensee or Licensee's Admittees to provide food and non-alcoholic beverages samples if: (1) such samples are manufactured or sold by the booth vendor and will be sampled within the booth area only; (2) food samples weigh no more than two (2) ounces each; and (3) samples of non-alcoholic beverages be limited to a maximum of two (2) ounces. If "traffic promoters" (i.e. coffee, water bottles, candy, popcorn, etc.) are of a type that competes with products offered at the Music City Center, the sampling company/organization must contact Licensor to arrange an appropriate buy-out fee.
- 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.
- 8.16. Non-Discrimination.** Licensor is committed to having all of its programs and benefits available to all individuals, free from discrimination. This means freedom from discrimination on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability. With regard to all aspects of this Agreement, Licensor certifies that it shall not subscribe to any policy which permits or allows discrimination on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in violation of applicable laws.
- 8.17. Parking.** Licensor makes no guarantee as to availability of parking for Licensee and/or Licensee's Admittees during the License Period. A public, non-exclusive parking garage is available at the Center. Any use of the Center's other parking locations, including but not limited to the drop off lane on 6th Avenue and the valet motor lobby, must be approved by Licensor in writing. Parking charges in the garage are the responsibility of Licensee and/or Licensee's Admittees at the prevailing or quoted rate. At no time shall parking be allowed along the portion of Fifth Avenue between Demonbreun Street and Korean Veteran's Boulevard.

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 non-refundable 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, Licensor 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 Licensor 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, Licensor 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, 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 Licensor. Notwithstanding anything to the contrary herein, (i) all sums due Licensor shall be immediately due and payable by Licensee upon Licensee's cancellation or default, pursuant to Sections 9.1 and 9.2, respectively; (ii) Licensor shall make an effort, but shall be under no obligation, to re-license the Premises; and (iii) in the event, Licensor re-licenses the Premises, or any part thereof, during the License Period, Licensor shall reimburse Licensee for the License Fee paid by Licensee by an amount not to exceed the amount actually received by Licensor 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 Licensor 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 Licensor 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 Licensor as a result of the breach of this Agreement.
- E. Pursue any other remedies available to Licensor 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 Licensor in connection therewith, shall be payable by Licensee to Licensor, 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 (except those involving Licensor's employees) or by acts of God, national or state emergency, acts of terrorism, riots, by governmental directive to Licensor or by default of a prior licensee of Licensor (each, a "Force Majeure"), then Licensor 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, Licensor 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 Licensor 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 Licensor 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 hyperlinks, exhibits, addenda, schedules and amendments hereto, encompasses 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: 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.

[Remainder of Page Left Blank Intentionally. Signature Page Follows.]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

LICENSOR:

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

By: _____

PRESIDENT AND CEO

Date: _____

LICENSEE:

«COMPANY_NAME »

Name (Print): _____

Title (Print): _____

Signature: _____

Date: _____

SAMPLE