

VICKSBURG CONVENTION CENTER

Facility Use Agreement

Contract Number #18-0031, made and entered into at **Vicksburg Convention Center, 1600 Mulberry Street, Vicksburg, MS 39180** on **December 27, 2017** by and between the Vicksburg Convention Center, 1600 Mulberry Street, Vicksburg, MS 39180, managed by VenuWorks of Vicksburg LLC, an independent contractor retained by the Board of Mayor and Aldermen of the City of Vicksburg, Mississippi (hereinafter referred to as the "CITY") to manage the Vicksburg Convention Center, (hereinafter referred to as the "CENTER") and **City of Vicksburg, P. O. Box 150, Vicksburg, MS 39181**, (hereinafter referred to as "CLIENT").

CLIENT contact will be: **Mayor George Flaggs Jr.**

It is understood that the term CENTER will, throughout the conditions of this Facility Use Agreement, refer to the physical premises as well as the duly appointed manager of the Vicksburg Convention Center, VenuWorks of Vicksburg LLC. CLIENT warrants that said use of the licensed premises is **Average Joe & Jane's Table Tennis Tournament** and no other purpose.

Function	Space/Room	Estimated Attendance	Time Reserved	Date(s)	Rental Rate
Tournament	Exhibit Hall A	50	6pm - 8pm	Thursday, January 04, 2018	\$850.00
Tournament	Exhibit Hall A	50	6pm - 8pm	Friday, January 05, 2018	\$850.00
				Rental:	\$1,700.00
<i>Customer Savings due to temporary closure of City Auditorium:</i>					<i>(\$700.00)</i>
Total Rental:					\$1,000.00

The Licensing Fee shall be payable as follows:

- i. **\$1,288.00 non-refundable balance due upon execution of the License Agreement, by no later than December 29, 2017:**

If the deposit and paperwork is not returned by December 29, 2017 this event is subject to being removed from the books.

Additional Services and Fees: In addition to the Licensing Fee, CLIENT agrees to pay CENTER for goods and services (collectively, "Services") provided to CLIENT for the Event including, but not limited to security, ticket takers, ushers, Emergency Medical Technicians, audio-visual services, equipment rental, utility connections, waste removal, or any other extra services furnished by CENTER. CENTER shall determine the level of staffing and Services for each Event. CLIENT acknowledges and understands that many of the Services are contracted services, the cost of which is subject to change and may be subject to sales tax. Payment for Services shall be payable as follows.

- A. A 100% deposit of **estimated ancillary charges** (i.e. security, audio-visual services, electrical, equipment rental, labor, etc...) is due no later than five (5) business days prior to the Licensing Term.
- B. Final payment for all other ancillary goods and services remaining due to CENTER upon conclusion of Event is due upon invoicing.
- C. Please make checks payable to **VICKSBURG CONVENTION CENTER, 1600 Mulberry Street, VICKSBURG, MS 39180**. Other acceptable forms of payment are cash, certified check, cashier's check, official bank check, official company check with prior credit arrangements, money order, wire transfer, MasterCard and Visa.

This rental is non-refundable and non-transferable to another date and/or space request.

Guarantee of Space: CENTER reserves the right, but shall not be obligated to relocate CLIENT Event to a more appropriate Space/Room within the Center should the original estimated attendance differ from final estimated attendance. CENTER shall notify CLIENT in advance in such cases.

ROOM SETUP: The CENTER requires the final room setup be finalized and approved by the CLEINT no later than 30 days prior to the move in date of **January 4, 2018**. This includes but not limited to tables, chairs, staging, head table and booth setup.

OK as is – No Changes

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12/27/2017

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INCLUDED SERVICES: Subject to prevention by strikes, accidents or other causes beyond CENTER'S control or during the repairing of equipment that is provided by CENTER for such purposes, CENTER shall provide:

- o Heating, ventilation and/or air conditioning, reserving the right to control and regulate at its own discretion the temperature of the premises, and to operate and control the heat and air conditioning units at the premises.
- o Illumination, as determined by the CENTER and using previously permanently installed equipment;
- o General custodial services, including the removal of debris that can be handled with a broom and shovel (other debris to be removed promptly by CLIENT) during move-in and move-out of CLIENT'S event, and usual cleaning services for the
- o uncarpeted aisles, except those areas covered by carpeting installed by CLIENT and booth areas, during the convention or exhibition period;
- o Restroom facilities; as designated by the CENTER, provided, however, that during move-in and move-out periods, restrictions shall apply to the availability of certain restrooms, of which CENTER will advise CLIENT;
- o Telephone services will be available at CLIENT'S request. All calls made by CLIENT, or its designees, shall be billed to CLIENT at prevailing rates.

The following License agreement sections if applicable shall carry separate addendums

INSURANCE AND INDEMNITY: N/A

SECURITY: See Security Addendum

CATERING AND CONCESSIONS: CENTER reserves all rights and privileges, including the dispensation and sale of all food and beverages. All catering and concessions during events must be performed by CENTER, unless special dietary requirements for the events are specified, in which case the CENTER'S prior written approval is required for use of a provider in that special circumstance. CENTER reserves the right to transfer this authority at any time. No outside food or beverage is permitted to be brought into the CENTER. This includes, but is not limited to; doughnuts, coffee, soft drinks, fast food and pizza delivery.

ADA COMPLIANCE: The CENTER shall be responsible for ensuring that access into the licensed area(s) complies with the Americans with Disabilities Act (ADA). The CENTER shall also be responsible for ensuring to the extent possible without incurring any additional charges, the common areas inside the building (e.g., elevator access, ramp access, restroom facilities) are accessible to, and usable by, individuals with disabilities and otherwise comply with the ADA. CLIENT shall be responsible for ensuring that the space licensed by CENTER to CLIENT complies in all respects with the ADA, including accessibility, usability and configuration. CLIENT shall be responsible for furnishing auxiliary aids and services such as wheelchairs, braille programs and materials, sign language interpreters, TDD telephone and ramping, and for ensuring that the policies, practices and procedures CLIENT applies in its use and occupancy of the premises are in compliance with the ADA.

COMPLIANCE WITH RULES AND LAWS: CLIENT shall use and occupy said premises in a safe and conservative manner and shall comply with all applicable city ordinance, state and federal laws and all rules and regulations pertaining to the CENTER proclaimed by the CITY, and all other rules and regulations defined by Fire and Police Departments and other governmental authorities, as may be in force and effect during the term of this Facility Use Agreement.

MAXIMUM OCCUPANCY: CLIENT shall not sell, allow or cause to be sold or issued, admission tickets in excess of the seating capacity of, or admit a larger number of persons to the leased area than can be properly and safely seated and move about in a said leased area, and the decision of the CENTER in this respect shall be final.

HALLWAYS AND PUBLIC SPACES: Hallways and public spaces are not exclusive to any CLIENT and are for public thoroughfare access. Exhibits, tables, chairs and static displays are not permitted without the expressed written consent of CENTER and only if rentable space is unavailable. The exception of registration or admission table(s) is permitted with final approval of CENTER.

LOADING ZONES: All equipment and personnel shall be brought into and taken out of the CENTER only at such entrances as exits designated by the CENTER.

OUTSIDE SERVICES: CENTER retains the right to approve or deny any and all outside contractors, vendors and other entities providing services on the premises.

OK as is – No Changes


Initial

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PROPERTY: CENTER and CITY officers, agents or employees assume no responsibility whatsoever for any property placed in said premises and are hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason for the occupancy of said premises under this Facility Use Agreement. CENTER shall have the sole right to collect and have custody of all articles left on the premises by persons attending any function held on the premises. Any property left on the premises by CLIENT shall, after a period of thirty (30) days from the last day of this Facility Use Agreement term, be considered abandoned and become the property of CENTER.

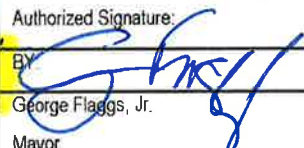
DESTRUCTION BY FIRE, ETC.: In the event the CENTER or any part thereof is damaged by fire or if for any other reason, including strikes, failure or utilities or any act of God which, in the judgment of the CENTER, renders the fulfillment of the Facility Use Agreement by CENTER impossible, CLIENT hereby releases and discharges CENTER and CITY and its agents from any and All demands, claims, actions and causes of actions arising from any such causes.

DAMAGES TO THE PREMISES: CLIENT shall neither deface, injure, distort, nor in any manner damage the premises, and shall neither cause nor permit anything to be done whereby the premises shall be in any manner injured, defaced or damaged. CLIENT shall neither drive or permit to be driven by any party acting by or through it nails, staples, hooks, tacks, screws or such into any part of the premises; or to erect or cause to be erected any decorations, or adhesives, including tape, that would disfigure the walls, ceilings, floors, facilities and equipment contained within the premises. Materials may be attached in or to the premises by means of cords, ropes or ribbons, or in any other manner which will not mar, deface, or damage the premises or its furnishings and fixtures, provided prior written consent of the CENTER for such method of attachment is obtained. CLIENT shall not make or allow to be made any alterations of any kind to the CENTER or equipment therein, and it is especially agreed that the walls, floors, ceiling, or other areas of the buildings for its furnishings or fixtures are not be painted by CLIENT or its agents or have immovable covering applied. CLIENT shall not use or permit to be used any flammable materials on the premises.

NOTICES AND WRITTEN REQUESTS: Any notice or communication that the CENTER may desire to give CLIENT shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to CLIENT as set forth at the latest address substituted therefore by CLIENT in writing to CENTER, or left at such address or delivered to CLIENT'S representative; and the time of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice and/or written request from CLIENT to CENTER shall be validly given if sent by registered or certified mail addressed to:

Executive Director
Vicksburg Convention Center
1600 Mulberry Street
Vicksburg, MS 39180

CANCELLATION/CHANGES TO DATE(S) OR LICENSED AREA(S): In the event CLIENT cancels its event prior to the scheduled date or requests changes to licensed date(s) and/or licensed areas(s), CLIENT shall forego any and all payments that have been tendered prior to cancellation. Space rental fee is non-refundable and any charges for outside equipment and services that cannot be cancelled are non-refundable.

CITY OF VICKSBURG P. O. Box 150 Vicksburg, MS 39181 601-631-3718_mayor@vicksburg.org Authorized Signature:  BY: _____ George Flagg, Jr. Mayor	VICKSBURG CONVENTION CENTER MANAGED BY VENUWORKS OF VICKSBURG, LLC, A WHOLLY OWNED SUBSIDIARY OF VENUWORKS, INC 1600 Mulberry Street Vicksburg, Mississippi 39180 601 630 2929 Authorized Signature: BY: _____ Annette Kirklin TITLE: Executive Director
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Addendum # 1
Facility Use Agreement #18-0031
Average Joe & Jane's Table Tennis Tournament
January 4-5, 2018

SECURITY: CENTER shall procure on the premises at all times mandated by the CENTER, at CLIENT'S expense, an adequate number of security personnel for the regulation of traffic, ingress and egress, maintenance of order, and protection of persons and property on the premises. CENTER retains the right to determine the number of such personnel.

A minimum of one (1) security personnel is required at all times unless otherwise specified by the CENTER. Each guard has a 4 hour minimum at a cost of \$ 18.00 per hour per guard as required by the CENTER. The actual number of personnel required will be determined by the CENTER either prior to contracting the event or upon subsequent determination of security needs by CENTER.

All costs related to this expense are the sole responsibility of the CLIENT. The CENTER makes provisions for a preferred provider and shall make that provider known at the time of contracting. CENTER prohibits the use of armed private security personnel unless otherwise specified by CLIENT and expressed written consent of CENTER is received. CLIENT may need to provide at its own expense an adequate number of medical personnel during open hours. This will be determined by CENTER prior to contracting the event or upon subsequent determination of medical stand-by personnel by CENTER.

CLIENT:

CITY OF VICKSBURG

CENTER:

VICKSBURG CONVENTION CENTER
MANAGED BY VENUWORKS OF
VICKSBURG, LLC, A WHOLLY OWNED
SUBSIDIARY OF VENUWORKS, INC.

X By: 

Mayor George Flagg, Jr.

Date: _____

By: _____

Annette Kirklin, Executive Director

Date: _____



Vicksburg Convention Center
1600 Mulberry Street
Vicksburg, MS 39180

Estimate

Date	Estimate #
12/27/2017	1320

Name / Address
Avg. Joe & Jane's Table Tennis Tournament Mayor George Flaggs Jr. 18-0031 City of Vicksburg P. O. Box 150 Vicksburg, MS 39181

			Project
Description	Qty	Cost	Total
Space Rent - Exhibit Hall A (\$700 Savings)	1	1,000.00	1,000.00
(2) Security Guards - Jan 4, 2018 (5:30pm - 8:30pm) - 4 hour minimum	8	18.00	144.00
(2) Security Guards - Jan 5, 2018 (5:30pm - 8:30pm) - 4 hour minimum	8	18.00	144.00
		7.00%	0.00
Total			\$1,288.00

Customer Signature