

ST. JOSEPH CIVIC ARENA RENTAL AGREEMENT

THIS AGREEMENT, is made on the ____ day of _____, 20____, by and between the City of St. Joseph, Missouri, a municipal corporation, acting by and through its City Manager, hereinafter designated as the Lessor, and

hereinafter designated as the Lessee.

WITNESSETH:

1.0. Rental Times, Payment and Use of Facility.

1.1. That the Lessor, in consideration of the covenants and agreements herein contained, and of their faithful performance by the Lessee, hereby agrees to furnish said Lessee certain units and facilities in the St. Joseph Civic Arena, 4th & Felix, St. Joseph, Missouri, during the hours and date(s) specified below and subject to the conditions, covenants and agreement hereinafter specified, as follows:

REHEARSAL DAY(S):

EVENT DAY(S):

For the following and no other purpose:

1.2. The Lessor further agrees to furnish, at the Lessor's expense, reasonable heat or air-conditioning for the said premises, such electric power as is available through installed fixtures and outlets, house lighting, water by means of regularly installed appliances for toilet and drinking purposes only, and janitorial service. Lessor shall not be liable for any delays, failures or accidents which may affect such services and facilities.

1.3. The Lessee agrees to pay the Lessor as and for rental of said units and for the use of said facilities:

Payable as follows:

1.4. The Lessee agrees to furnish and pay for all other services rendered for and by Lessee for use of the Arena, including services of police and security guard personnel, crowd control, stagehands, musicians, ushers, ticket takers, ticket sellers, doormen, electricians for special lighting and/or sound equipment, spotlight operators, money pickup services and any other added services required. The Lessee agrees to have on hand, at all times, sufficient personnel to maintain order, protect persons and property and to conduct the event in an efficient and professional manner. The Lessee agrees that the staff plan devised by the Lessee is subject to the Lessor's review and approval. The Lessee is liable for, unless appropriately exempted, and shall pay for any and all municipal, county, state or federal taxes which are required to be paid, whether in the nature of a sales tax, amusement tax, entertainers tax, occupational license or any other kind of tax or fee, whether arising from the sale of tickets or the employment or engagement of persons or agencies to provide a service in support of the use of the Arena. Further, the Lessor is

hereby granted a lien upon all money taken in from the sale of tickets, with the right to take from such money such sum as is necessary to pay for any taxes or fees or any other liability incurred by the Lessee in connection with this use of the Arena. The Lessee agrees that, if the rental charge for use of the Arena involves a percentage of admission receipts, the Lessee will comply with such procedures as the Lessor may specify regarding handling of tickets and reporting of sales that are a part of the Lessor's establishment and maintenance of audit control. Such procedures may include, but are not limited to: shipment from printer directly to the Lessor of tickets and printers manifest stating how many tickets were printed; submission of periodic report of sales as reasonably requested by the Lessor; and availability of tickets remaining after the sale for Lessor's review. The Lessee further agrees that any complimentary tickets to be issued by the Lessee is subject to the Lessor's review and approval. The Lessee further agrees that the price of the tickets established by the Lessee is subject to the review and approval of the Lessor, whether or not the rental charge involves a percentage.

2.0. Miscellaneous.

2.1. The Lessee agrees to abide by and conform to all rules and regulations that are from time to time adopted or prescribed by the Lessor for the government and management of the Civic Arena.

2.2. The Lessee agrees that the Lessor has the unqualified right to cancel this contract and lease without refunding any money paid thereunder, and without paying for any loss or damage to said Lessee, if the Lessee has misrepresented in any manner or in any degree the type or nature of the attraction to be held in said leased premises, if said misrepresentation in any manner influenced said Lessor in entering into this contract and lease, and said Lessee hereby agrees that said Lessor is the sole judge of whether or not the said misrepresentation did so influence it in entering into said contract and lease. Further, the Lessee agrees that Lessor shall have the right to approve or disapprove all advertising of the event contemplated under this agreement, regardless of whatever means or manner of such advertising. Further, the Lessee certifies and attests that he has a valid, properly executed and compatible contract with the performers whose services form the basis for his desire to rent the facility, and the Lessee agrees to submit to the Lessor upon demand a copy of said contracts.

2.3. The Lessee shall comply with all rules and requirements of the Police Department and Fire Department and other municipal authorities of St. Joseph, and will not do or suffer to be done anything on said premises during the term of this lease in violation of law. All decorations used inside the building must be of nonflammable materials or fireproofed. Nothing must interfere with the ventilating system. No booths or obstructions of any kind shall be allowed in front of exits, restrooms and water fountains.

2.4. The Lessee shall not injure, or mar, or in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any

manner injured, marred or defaced; and will not drive or permit to be driven, nails, hooks, tacks or screws into any part of said building or equipment, and will not make or allow to be made any alterations of any kind therein; that no bills, signs or other articles shall be pasted, nailed or otherwise attached to any part of the interior of said building in such manner as to injure, deface or destroy the same, nor shall any signs, bills or other articles be in any manner attached to the exterior walls of said premises or any other portion of said premises without the approval of the Lessor. Lessee agrees that it will, upon the termination of the term hereof as herein provided, surrender and deliver up the demised premises in as good order and condition as existed at the commencement of the term hereof, acts of God and ordinary wear and tear excepted.

2.5. The Lessee hereby agrees to indemnify and save harmless the City, its officers, agents and employees, from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, including its officers, agents and employees, from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, in any way resulting from, or arising out of, directly or indirectly, Lessee's operations in connection herewith, or its use or occupancy of any portion of the Arena, including acts of commission or omission of employees, representatives or agents of the Lessee, but this indemnification shall not apply to occurrences which are due to the sole negligence of the City of St. Joseph, its agents or employees. The Lessee agrees to carry for the full term of this lease and at Lessee's own expense, public liability insurance, naming the City of St. Joseph, Missouri, as an additional insured, against all claims or suits as set forth in this lease, in the following amounts: ONE MILLION DOLLARS (\$1,000,000) COMBINED SINGLE LIMIT, BODILY INJURY AND PROPERTY DAMAGE, COMMERCIAL GENERAL LIABILITY OR PUBLIC LIABILITY COVERAGE. The Lessee agrees to furnish a certificate of insurance attached with this signed contract, as evidence of compliance with the provisions of this paragraph. The Lessor reserves the right to approve the insurance carrier issuing said policy of insurance.

2.6. The Lessee shall not assign this lease or suffer any use of said premises other than that herein specified, or lease or sublease the same, or suffer any article to be brought into or act done on said premises which vitiate or increase the premiums on the policy or policies of insurance held by the Lessor on its building, of which said premises are a part.

2.7. The Lessor shall have at all times free access to said premises for the purpose of making necessary inspections or attending to any other matter which is usual and customary in the managing and regulating of said building. That the keys and other locking devices shall at all times be in the possession and control of the Lessor.

2.8. In the event said premises, or any part thereof, shall become vacant during said term, the Lessor or its representatives may reenter the same either by force or otherwise without being liable for any prosecution therefore, and may at its own option relet the said premises as the agent of said Lessee and receive the rent therefore, applying

the same, first, to payment of such expenses as may be incurred in reentering and reletting said premises, and then to the payment of rent due under this contract and lease; the surplus, if any to be paid over to the Lessee, and said Lessee covenants and agrees hereby to pay to the Lessor, on demand, the balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting from such reletting; but nothing herein contained shall be construed as imposing any obligation on the Lessor to relet or attempt to relet the said premises nor does the Lessor assume any such duty, nor shall anything herein contained be construed in any way to affect the obligation of the Lessee to pay the full amount of said rental in case said premises shall not be so relet.

2.9. In the event the Arena building, or any part thereof, shall be destroyed or damaged by fire or any other cause; or in any other casualty or unforeseen occurrence, including strikes, labor disputes, lockouts, boycotts and civil insurrections, shall render the fulfillment of this lease or any of the terms thereof by the Lessor impractical or impossible, then and thereupon this lease shall terminate; and in the event the term of this lease shall have begun prior to any such occurrence, the Lessee shall pay rental for said premises for the number of hours for the unit leased at the rate herein specified; and in the event of any such occurrence prior to the beginning of the term of this lease, then this lease shall not become effective; and in either event, said Lessee hereby waives any claim for damages or compensation because of any such termination. In case of any such termination any portion of Lessee's deposit which represents unearned rent will be returned to the Lessee. Lessee agrees to give Lessor immediate possession of said premises upon Lessor's demand therefore in event the United States Government, or any of its departments or agencies, requests Lessor to make such space available for its use, and any unearned rental and any portion of the Lessee's deposit which represents unearned rent shall be refunded to the Lessee.

2.10. The Lessor and its employees, servants and agents shall not be responsible for any damage or injury that may happen to the property of the Lessee, or to the property of the Lessee's agents, servants and employees, or to property that may belong to any other person, including any of the general public that may attend said leased portion of the Arena, where said loss arises from theft, fire or any other circumstances not caused by Lessor's negligence.

2.11. The Lessor reserves the sole right to sell or serve refreshments, including food, confectionery, drinks and other such articles; the sole right to sell or vend programs, librettos, souvenirs and novelties and the right to conduct check stands are reserved by Lessor and the Lessee shall not engage in any of the aforesaid business in the building. THE SALE OF ALL FOODSTUFFS, BEVERAGES AND OTHER CONCESSION ITEMS ARE CONTROLLED BY THE LESSOR AND SUCH EXCEPTIONS AS ARE PERMITTED MUST BE SECURED BY PERMISSION OF THE LESSOR. That the Lessee agrees not to erect or maintain any advertising within the Arena without the approval of the Lessor.

2.12. The Lessor reserves the right to remove from the building all effects of whatsoever nature left within it by the Lessee after the expiration of the time covered by this contract and lease; or to charge an additional rental at the same rate per date provided in this contract if written notice is given to the Lessee to remove such effects, and they are not immediately removed; and the Lessee agrees to pay to the Lessor an amount to cover the costs of removing such effects or the cost of such additional rental.

2.13. The Lessor, in the handling, control, custody and keeping of receipts and funds and moneys, whether the same are received through the box office or otherwise, is acting for the accommodation and benefit of the Lessee and that, as to such receipts and funds, the Lessor shall be responsible only for gross neglect or bad faith. The Lessee promises to do no act that will prejudice this insurance of the Lessor concerning the bonding of the employees of the Lessor in the handling of the box office receipts. The Lessee further agrees with the Lessor that the only persons who are to have the right to be in the box office are those employees of the Lessor directly engaged in the box office work, and the manager of the Lessee for the purpose of checking the number of sales made, and no others.

2.14. The Lessee or the Manager of the Lessee must remain on the premises as long as the leased portion of the building is open to the public or exhibitors, and duration of leased hours.

2.15. The Lessee further covenants, agrees and understands that if any default is made in the payment of the rent or any part thereof, at the time above specified, or if any default is made in the covenants or agreements herein contained, this contract and lease and the relation of landlord and tenant, at the option of the Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may reenter the premises and hold the same as of its former estate therein, remove all persons therefrom, and resort to any legal proceeding to obtain such possession, and the said Lessee shall notwithstanding said reentering, pay the full amount of said rental as herein agreed to be paid.

2.16. Operations of this contract will be subject to the St. Joseph Civic Arena Operations Policy, a copy of which shall be available in the City Clerk's Office and Manager's office in the Civic Arena; said Operations Policy is incorporated by reference to this Contract as if fully set out.

2.17. The Lessor and the Lessee hereby agree, stipulate and recognize that in the entering of this contract and lease they are not in any way partners or in any way jointly interested in any mutual enterprise but are to each other Lessor and Lessee respectively, and occupy that status only.

2.18. The Lessee understands that Lessor does not discriminate or permit discrimination against any persons relative to admission, services or privileges offered to or enjoyed by the general public in connection with any use of the Arena.

2.19. This agreement shall bind the parties and their respective heirs, executors, administrators and assigns.

2.20. The Civic Arena is a smoke free/tobacco free facility. Lessees will, therefore, be required to include notice of this in all contracts it executes with potential clients/exhibitors/etc. Lessees will be responsible for making the appropriate number of announcements during the event to assist in enforcing this policy and Civic Arena staff will post signs or other such materials on the walls of the Civic Arena, as well.

IN WITNESS WHEREOF, the City of St. Joseph, Missouri, a municipal corporation, has caused this contract to be signed by its City Manager for and on behalf of The City of St. Joseph, Missouri, and the Lessee has signed the same, in triplicate. This contract must be signed in triplicate and returned to Lessor within ten (10) days or it may be considered null and void.

ATTEST:

CITY OF ST. JOSEPH, MISSOURI
“the Lessor”

City Clerk

City Manager

“the Lessee”

APPROVED AS TO FORM:

City Attorney