



# SAMPLE AND LICENCE AGREEMENT

## LICENSE AGREEMENT

No.:

Organization Name:

Event Name:

THIS AGREEMENT is made and entered into on **DATE**, between the Washington State Convention & Trade Center ("Licensor") and \_\_\_\_\_ ("Licensee") for Licensee's use of the Washington State Convention & Trade Center facility (the "Convention Center").

- 1. Purpose.** Licensor, subject to the terms and conditions contained herein grants to Licensee the non-assignable right to use and occupy the portions of the Convention Center (Premises), for the dates set forth solely for the purpose of: \_\_\_\_\_ ("Event").
- 2. Premises.** It is expressly understood that Licensee shall have the right of ingress and egress through the halls and corridors of the Convention Center and as provided herein, but acquires hereby no other right in any other part of the Convention Center than the part specified on Attachment "A" of this document.
- 3. Licensed Term.** The term of this License Agreement shall be from **6:00 am First Day to 11:00 pm Last Day** ("Licensed Term") which includes move-in and move-out.
- 4. Rent.**
  - A. Licensee agrees to pay Licensor, as Rent for the use of the Premises, the following sum: \$ \_\_\_\_\_
  - B. The Rent shall be payable as detailed on Attachment "A". The Deposit shall be non-refundable except in the event of a cancellation of the License Agreement pursuant to the provisions set forth herein. All sums due and owing to Licensor under this License Agreement, or any addendum thereto shall bear interest at a rate of eighteen percent (18%) per annum computed daily from the date due until the date paid.
  - C. Rent is further predicated upon the food and beverage functions as outlined in this License Agreement.
  - D. Final settlement for all support personnel, equipment and services and for any and all additional services and other items remaining due Licensor shall be made no later than fifteen (15) days after receipt of Final Invoice.
  - E. Checks for the Rent of the Premises or for other amounts due and owing shall be made payable in US funds to the "Washington State Convention & Trade Center".
  - F. Licensee certifies that **X** \_\_\_\_\_ is, and shall be, for the purpose specified in this License Agreement, the "Authorized Representative" of Licensee, and shall have full authority to bind Licensee, with respect to any written or verbal order for goods and services to be provided by Licensor.
- 5. Fee for Support Personnel, Equipment and Services.** Licensor shall provide all personnel services in support of Licensee's activities, including but not limited to, badge checkers, ticket takers, coat check, transportation attendants, door guards, ushers, and emergency medical personnel.

Final determination of the number of personnel and the hours worked by the various categories shall be at the discretion of Licensor after consultation with Licensee. Licensee shall pay for all event personnel at rates established and on file in Licensor's Administrative office. Licensee shall be responsible for making all arrangements with Licensor for all program requirements and staffing. Such arrangements shall be coordinated and approved by Licensor at least forty-five (45) days before the beginning of the Licensed Term of the License Agreement. In the event Licensee fails to do so, then the decision of Licensor shall control and Licensee shall be financially responsible for all charges for such services and equipment so furnished.



Licensor reserves the exclusive right to furnish, install, or provide: data/telecommunication services, electrical services and air/water/drain services. Such services shall be provided to the requestor upon receipt of written order and will be charged to the requesting party at the then prevailing rates for such services.

Licensor has established exclusive contracts for Food & Beverage Services; Event Electrical Services; Air, Water, Drain Services; and Telecommunications and Internet Services. These services are incorporated in this License Agreement and will be invoiced by Licensor.

Licensor has established a non-exclusive, preferred contract for Audio Visual Services. If Licensee chooses to contract for these services with Licensor's preferred contractor, those services are incorporated in this License Agreement and will be invoiced by Licensor.

Services ordered through Licensor's exclusive and non-exclusive, preferred contractors will be ordered directly through the contractor using its Event Service Order Form and are subject to the terms and conditions of the Event Service Order Form. Advance deposits for all exclusive and non-exclusive services provided by Licensor's contracted service providers will be invoiced by Licensor. All charges remaining at the end of the event for exclusive and non-exclusive services provided by Licensor's contracted service providers will be included on Licensor's Final Invoice. Final settlement for all remaining charges shall be made no later than fifteen (15) days after receipt of Final Invoice.

## **6. Insurance.**

A. Licensee shall provide proof of coverage in the amounts of One Million Dollars (\$1,000,000) of Combined Single Limit coverage to include: Comprehensive Form, Premises/Operations, Contractual, Broad Form Property Damage and Products/Completed Operations, at least forty-five (45) days prior to Event. The term of such coverage shall coincide with the dates of occupancy, including move-in and move-out. Such insurance shall specifically include Licensor, its directors, officers and its employees, as additional insureds. It is understood and agreed that such insurance shall cover any damage or injury to any and all persons attending or property connected with the Event when such persons or property are located in the Convention Center because of Licensee's activities therein. If Licensee has not provided Licensor with such insurance certificate at least forty-five (45) days prior to the Event, Licensor shall have the right to obtain such insurance at Licensee's expense without prior notification to Licensee of such action. It is agreed and understood that the ultimate responsibility for obtaining insurance is Licensee's, and if Licensor is not able to obtain such insurance or is not willing to obtain the insurance in the absence of a Licensee-obtained policy, the Event may be cancelled at Licensor's sole discretion, and Licensee shall be liable for all scheduled expenses as stated herein and Licensor shall not be responsible for any expenses or losses sustained by Licensee resulting therefrom. Said policy shall also contain the specific provision that the policy may not be cancelled or reduced by the insurance carrier without giving twenty (20) days prior notice in writing to Licensor and Licensee.

B. Licensee agrees to provide Workman' Compensation Coverage for Licensee' Licensee's employees to comply with the laws of the State of Washington.

**7. Indemnification.** Licensee shall indemnify, hold harmless and defend Licensor for and from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expenses) arising out of or relating to Licensee's use of the Convention Center or from the conduct of Licensee's business or from any activity, work or things which may be permitted or suffered by Licensee in or about the Convention Center or from any breach or default in the performance of any obligation on Licensee's part to be performed under any provision of this License Agreement or arising from any negligence of Licensee or any of its agents, contractors, employees or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Licensee, its exhibitors or other persons in connection with Licensee's use of the Convention Center. Such indemnification shall not be effective to the extent that the damage or injury results from negligence of Licensor. Licensee hereby assumes all risk of damage to its property placed in the Convention Center or injury to its officers, directors, employees, agents, contractors, invitees or any attendees at the Event or in or about the Convention Center from any cause, and hereby waives all claims in respect thereof against Licensor, except to the extent such damage results directly from the negligence of Licensor, its directors, officers, agents and employees.

**8. Rules and Regulations.** All Rules and Regulations promulgated from time to time by Licensor are hereby incorporated in this License Agreement by reference, and Licensee shall comply fully with said Rules and Regulations. Any breach of said Rules and Regulations by Licensee, its agents, employees, licensees or invitees



shall be a breach of this License Agreement. Licensee hereby acknowledges receipt of a copy of the Rules and Regulations by signing the License Agreement.

**9. Concessions and Catering.** Licensor's caterer is the agent of Licensor and provides catering and other services on behalf of Licensor, as principal. Licensor reserves for itself or its agents, contractors or concessionaires the sole right to the following services: (A) Sales and serving of all on-site consumable foods, confections and beverages (alcoholic and non-alcoholic) and tobacco products; (B) Parking; and, (C) Sales of all souvenirs, novelties, programs and other merchandise.

Licensee shall not give away or sell items under the terms of this License Agreement without the written permission of Licensor. Licensee is responsible for entering into a separate agreement with Licensor's exclusive food service contractor covering services to be provided.

Licensee shall pay such rates or fees as Licensor shall determine for waiver of Licensor's exclusive rights as set forth herein.

Advance deposits for all catering and related services will be invoiced by Licensor and the final invoice for all catering and related services will be included on Licensor's Final Invoice. Final settlement for all remaining charges shall be made no later than fifteen (15) days after receipt of Final Invoice.

**10. Television and Broadcasting Rights.** Licensee shall not televise or broadcast any Event scheduled to be presented in the Premises under the terms of this License Agreement without the prior written approval of Licensor.

**11. Exhibitor Floor Plan.** Licensee shall provide Licensor with a to scale floor plan prior to sale or assignment of booth space and no later than thirty (30) days before Licensee publishes or distributes any material containing such information. Such floor plans shall indicate all spaces to be used for exhibits, registration, demonstration areas and stages and are subject to prior approval by Licensor and the Fire Marshal. The floor plan provided shall set forth all information pertinent to operating policies for the exposition. Licensor hereby reserves the right, by written notice to Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and the operation policies described therein as Licensor and Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Convention Center.

**12. Utilities.** Licensor will provide customary lighting, heating, air conditioning, electricity, and water at no additional costs to Licensee. Licensee or his exhibitors, or performers shall pay the cost of special lighting, electricity, gas, water, telephone, or other utilities required for exhibits or performances depending on which party orders the services. It is specifically understood that in the event Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of Licensor, then such failure shall not be considered a breach of this License Agreement.

**13. Defacement of Property; Signs and Posters.** Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Convention Center, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the Convention Center. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the Convention Center unless relating to the event or exhibition to be given on the Premises and which meet with the approval of Licensor.

**14. Default by Licensee.** Licensee shall be in default of this License Agreement; (A) if it fails to pay any amount due under this License Agreement; (B) if it breaches any provisions of this License Agreement or any Rules and Regulations promulgated by Licensor; (C) if it violates any applicable laws or ordinances during its use of the Premises; or, (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt. For any breach Licensor may pursue any remedies available to it either by procedure, policy, or at law or equity, including but not limited to, cancellation of Licensee's License to use the Convention Center. All sums due and owing to Licensor under this License Agreement, or any addendum thereto shall bear interest at a rate of eighteen percent (18%) per annum computed daily from the date due until the date paid. The rights and remedies hereto



given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor shall be under no obligation to relicense the Premises. In the event Licensee holds over beyond the end of the License Agreement Licensed Term the parties agree that damages would be difficult to ascertain and that Licensor shall be entitled to an amount as liquidated damages for each day held over equal to the amount of the total Rent.

- 15. Cancellation by Licensee.** The parties agree that in the event of cancellation of this License Agreement by Licensee, damages to Licensor would be difficult to ascertain and that amounts payable for the Rent in Paragraph 4 is a reasonable measure of such damages. In the event of a cancellation by Licensee after the License Agreement is executed, Licensee must still pay all Rent in full. Therefore, at the time of notification of cancellation, any portions of the Rent that have not previously been paid must be paid by Licensee.
- 16. Vacation of Premises.** In the event that the Premises or any portion thereof is not vacated by Licensee at the end of the periods set forth herein, then Licensor shall be and is hereby authorized to move from the Premises, at the expense of Licensee, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and Licensor shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and Licensor is hereby expressly released from any and all claims for damages. For such additional period beyond the Licensed Term set forth herein, if any effects of Licensee remain in or on the Premises, Licensor shall be entitled to charge the sum per day as damages, as provided in Paragraph 14.
- 17. Force Majeure.** If the Premises or any part of the Convention Center is destroyed OR damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the Convention Center unsafe or impracticable to use, then this License Agreement shall be terminated and Licensee shall be entitled to reimbursement of the unearned portion of fees, and charges for support personnel and services, provided, however, if any act or omission of Licensee, its agents, employees, members, or invitees has rendered the Convention Center unsafe or impracticable to use, then Licensee shall be liable for all fees charged hereunder as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claims for damages or compensation from Licensor on account of such termination.
- 18. Laws and Regulations.** Licensee will comply with all laws of the United States and the State of Washington; all municipal ordinances; and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Premises during the Licensed Term of this License Agreement in violation of any laws, ordinances, rules or orders.
- 19. Non-Exclusive Right.** Licensor retains the right to use and/or license use of such portions of the Convention Center as are not licensed by this License Agreement. Licensor will use its best efforts not to book any event that would be competitive or disruptive to the Event Licensed by Licensee.
- 20. Nondiscrimination.** With respect to its activities conducted in the Convention Center during the Licensed Term, Licensee agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained guide dog by a blind, deaf or physically disabled person.
- 21. Advertising.** Licensee agrees not to allow any advertising media, in advertising the Event for which Licensee is granted this License, to imply that Licensor is sponsoring such Event or it is in fact cosponsored by Licensor unless agreed to in writing by Licensor. Licensee agrees that all advertising of the Event will be honest and true, and will include accurate information. Page 4 of 4 Washington State Convention Center 800 Convention Place, Seattle, WA 98101-2350 ph: 1-206-694-5000 web: [www.wsc.com](http://www.wsc.com)
- 22. Interruption or Termination of the Event.** Licensor retains the right to cause the interruption of the Event in the interests of public order or safety; and to likewise cause the termination of the Event when, in the sole judgment of Licensor, such act is necessary in the interest of public order or safety. Licensee hereby waives any claim for damages or compensation should this License Agreement be so terminated.



**23. Assignment or Transfer.** Licensee shall not assign, transfer or encumber this License Agreement, nor the License given hereby, nor shall Licensee permit any other person to occupy the Premises, other than Licensee's officers, employees, and invitees, without the express written permission of Licensor.

**24. Costs and Attorney's Fees; Governing Law & Venue.** If, by reason of any default or breach on the part of either party on the performance of any of the provisions of this License Agreement, a legal action is instituted, the prevailing party shall be entitled to reasonable attorney's fees and costs in connection therewith. It is agreed that the exclusive venue of any legal action brought under the terms of this License Agreement shall be in King County, Washington, and that the laws of the State of Washington shall govern the rights and obligations of the parties under this License Agreement.

**25. Notice.** For the purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the addresses next to their signatures below.

**26. Severability.** If any section, subsection, clause or provision of this License Agreement is held invalid, the remainder shall not be affected by such invalidity.

**27. Patent and Copyright.** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and Licensee agrees to indemnify and hold harmless Licensor from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Licensee, or its performers or exhibitors in connection with the License Agreement and will defend Licensor from any such suit or action, whether it be groundless or fraudulent.

**28. Licensor as Fiscal Agent.** Licensor provides exclusive and non-exclusive services through contracts with service providers who act as agents of Licensor. By signing this Agreement, Licensee grants Licensor the ability to act as the fiscal agent for such services and binds Licensee to pay for the services as if Licensee had entered into separate contracts with the service providers for those services.

Licensor as fiscal agent will bill for service provider's fees in a consolidated invoice. Back-up documentation as provided to the service provider in its Event Service Order will be included with the associated invoice. The consolidated invoicing does not preclude Service Provider from collection activity in the event the Licensor is unable to collect in a reasonable period of time.

**29. Entire License Agreement: Order of Precedence.** This License Agreement and the attachment(s) hereto contain(s) and embodies the entire agreement of the parties hereto and representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force and effect. This License Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto. The License Agreement and attachment(s), if present, shall be given precedence in the following order: Attachment B Additional Terms and Conditions, Attachment A Premises, License Agreement, Attachment C Floor Plan.

IN WITNESS WHEREOF, we the parties hereto have executed this License Agreement the day and year written below.

WASHINGTON STATE CONVENTION & TRADE CENTER

**Organization Name**

**Address**

**City, State, Zip**

BY:

Client Name (type or print clearly)

Title

Client Signature

DATE:

800 Convention Place

Seattle, Washington 98101

BY:

TITLE: President/General Manager

DATE: