



License Agreement No: 2-23-M-15

This License Agreement (hereinafter referred to as the "License Agreement" or "Agreement"), made this 4/5/2023, by Saint Paul Arena Company, on behalf of the Saint Paul RiverCentre Convention & Visitors Authority, a Minnesota nonprofit corporation authorized to equip, maintain and operate the Saint Paul RiverCentre, pursuant to 2005 Laws of Minnesota, Chapter 152, Article 1, Sections 1 and 38 (hereinafter collectively called "Manager"), and, the City of Saint Paul on behalf of the ("City") St. Paul Police Department, (hereinafter called "User").

The City acknowledges and warrants that it has properly and lawfully authorized the execution of this Agreement and that it has further authorized the below-identified person[s] to execute this Agreement on behalf of User.

Witness: All terms, conditions and covenants recited herein and in all documents attached hereto are incorporated and made a part of the License Agreement unless inapplicable by their terms in relation to User's event or performance to be presented in Manager's facilities. It is mutually agreed between Manager and User as follows: Manager grants to User a non-assignable right to use and occupy that portion of Saint Paul RiverCentre as described below, herein referred to "Exclusive Licensed Space". "Saint Paul RiverCentre" space is defined as, except the Exclusive Licensed Space, including, but not limited to, the common areas, corridors, restrooms, elevators, stairways, connected parking facilities, skyway, sidewalks and loading dock areas. User acknowledges and agrees that this Agreement creates a license only and that User does not, and shall not claim at any time, any interest or estate of any kind or extent whatsoever, including, but not limited to any fee, leasehold or easement interest in the Exclusive Licensed Space by virtue of this license or the User's use of said property in accordance herewith.

EVENTNAME: St. Paul Police Drone Training

EXCLUSIVE LICENSED SPACE:

Thursday, June 08, 2023	Exhibit Hall B	8:00 AM - 5:00 PM	Event	\$0.00
Monday, June 12, 2023	Exhibit Hall B	8:00 AM - 5:00 PM	Event	\$0.00
Tuesday, June 13, 2023	Exhibit Hall B	8:00 AM - 5:00 PM	Event	\$0.00
Thursday, July 06, 2023	Exhibit Hall B	8:00 AM - 5:00 PM	Event	\$0.00

TOTAL RENT: \$0.00

ADDITIONAL OPERATING COSTS: User agrees to pay for all set-up/tear down and cleaning labor expenses related to the event. In addition, User agrees to pay for stagehand labor, electrician labor, engineer labor and equipment rental.

INSURANCE REQUIREMENT: It is understood between User and Manager that User is self-insured.

FINAL PAYMENT: Manager and User agree that final payment may be completed with a Credit Card. If paying by check, please note License Agreement Number 2-23-M-15 on the check.

!Balance due within 35 days following electronic receipt of invoice.

Every provision of this Agreement shall be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.

THIS AGREEMENT WILL BE DEEMED CANCELLED WITHOUT ANY FURTHER ACTION NECESSARY BY THE MANAGER if not returned with the appropriate deposit by: **5/25/2023**

This Agreement, including Exhibit A, is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relating to such subject matter.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed and delivered by its duly authorized representative, effective as of the date first above written.

USER

St. Paul Police Department

MANAGER

Saint Paul Arena Company on behalf of the Saint Paul RiverCentre
Convention & Visitors Authority

By: _____

Evan Kowalski

By: Kate Setley

Executive Director/ General Manager Saint Paul RiverCentre
Saint Paul Arena Company

If you are a tax-exempt organization, please send a completed SI'3 form to Francisco Estrada Francisco.estrada@rivercentre.org.

Signed: _____
Jack Serier, Assistant Chief of Police

Date: _____

Signed: _____
Judy Hanson, Assistant City Attorney

Date: _____

Signed: _____
John McCarthy, Director of Financial Services

Date: _____

Signed: _____
Jaime Tincher, Deputy Mayor

Date: _____

COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.



The Following Paragraphs Detail This Agreement

1. **ACTS OF NATURE, AND OTHER EVENTS BEYOND MANAGER, HRA, AND/OR CITY'S CONTROL** - Should the premises, or any part thereof, be destroyed or injured by fire, the elements, Acts of God, mob riot, war or civil commotion, or act of civil authority, or any part of the premises be interfered with by such causes or strikes, or other causes beyond the control of Manager, Manager may, in the exercise of its discretion, terminate this License Agreement, in which the event, Manager shall return to User any payments that have been made for the period of the event prevented or interrupted, and User hereby expressly waives any claim for damage or compensation should the Agreement be so terminated. Manager shall in no way be liable for any personal property or other damage, inconvenience or annoyance to User arising from any of said causes or on account of strikes, lockouts or other labor difficulties.

2. **ADVERTISING AND PROMOTION** - User agrees to the following advertising, promotion and communication requirements to maintain proper Manager identification and to fulfill the terms of the Manager's License. All radio, television, newspaper or other advertising, as well as promotional releases, tickets, placards, or other written or printed matter, or any photograph, motion picture, television tape, recording or other items, materials or documents which relate to the event or contain the name, picture or trademark of the Manager, shall be submitted to Manager for Manager's approval, at least seven (7) days prior to its intended publication, telecasting, broadcasting or other use. Materials will be reviewed for accuracy of venue information only. When appropriate, submitted material shall include a precise schedule specifying dates of advertising and medium(s) of coverage (e.g. designations of newspapers, television stations and/or magazines in/on, which such advertising shall appear). In no event shall User promote, advertise or arrange for the promotion or advertising of the event, in any medium whatsoever, prior to receipt of written approval from Manager. Such approval may be withheld by Manager for any reason whatsoever in its sole discretion. When using the standard Manager's logo (Saint Paul RiverCentre or Roy Wilkins Auditorium) in event advertising or promotion, graphic requirements must be adhered to. The Manager at its sole discretion may make exceptions. Notwithstanding anything in this Paragraph to the contrary, User acknowledges that there shall be no visual depiction of the Manager for advertising, promotional or any other purposes without the express written approval of Manager. User represents and warrants to Manager that it has secured all rights required to advertise or promote the event, including the appearance of all artists, athletes or other persons participating therein. User hereby guarantees that all persons or groups advertised as appearing in the event shall in fact participate in the event as advertised.

RADIO AND TV - No event presented in the Exclusive Licensed Space and/or Saint Paul RiverCentre or Roy Wilkins Auditorium shall be broadcast without express consent of Manager. User shall pay to Manager, in addition to any other amounts herein specified, as follows: \$500 or 5%, whichever is greater, not to exceed \$1,500 of such contract User may have with a radio or television network for the broadcasting or telecasting of the event(s).

3. **AMERICANS WITH DISABILITIES ACT COMPLIANCE**- User shall be solely responsible for complying with any requirement of the Americans with Disabilities Act (ADA) relating to the non-permanent accessibility requirements of the ADA, including but not limited to seating arrangements, auxiliary aids, set-up or organization by any exhibitor, decorator, agent or other representative of User of any meeting room, display, exhibit, presentation or concession or for any liability, claim, fine, penalty or attorneys' fees other than those arising solely from any failure of the physical structures, permanent facilities or permanent building access to comply with the ADA.

4. BUILDING REGULATIONS

HELIUM BALLOON RESTRICTIONS - Use of helium balloons must be approved in advance by Manager.

RETENTION OF LOST ARTICLES - Manager shall have the sole right to collect and shall have custody of articles left, lost or checked in the building by persons attending any event held in the premises, and the User or any person in User's employ, shall not collect nor interfere with the collection or custody of such articles.

SIGNS AND POSTERS - User will not post nor allow to be posted, signs, advertisements, show bills, lithographs, posters or cards of any description in or on any part of Saint Paul RiverCentre, except in regular locations provided by Manager, and only those pertaining to the event listed in this Agreement for and such period of time as designated by the Manager will be allowed. User shall remove forthwith all such signs objectionable to Manager. Information regarding signage size specifications and Saint Paul RiverCentre installation rates is available upon request.

SMOKING - Saint Paul RiverCentre including the Exclusive License Space is a smoke-free facility. User will be responsible to make periodic announcements over the Public Address System regarding the building's "NO SMOKING" policy. User shall fully cooperate in enforcing the "NO SMOKING" policy. Further, User will not permit open flames to be used at any time in the Exclusive Licensed Space and/or Saint Paul RiverCentre except as part of a theatrical presentation and with permission of Manager.

5. BUILDING REQUIREMENTS

EQUIPMENT RENTAL-A daily rental fee shall be charged for the general use of equipment. User shall pay the labor for set-up and removal, and any damage to building or equipment caused by such set-up or the User shall pay removal. Please ask your Saint Paul RiverCentre Event Manager for basic equipment rates and sound, video and lighting packages.

INFLAMMABLE MATERIALS - User shall not, without the permission of the Manager, put up or operate any motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than gas or electricity for illuminating the Exclusive Licensed Space and/or Saint Paul RiverCentre.

PERSONNEL- In addition to any other payments herein specified, User agrees to pay for all personnel and labor services at prevailing rates including, but not limited to, police, security guards, ushers/guest services, ticket takers, ticket sellers and supervisors, or other personnel deemed necessary by Manager. Manager shall furnish such personnel as necessary for ordinary cleaning and janitorial service and maintenance of the premises and the User shall reimburse the Manager for such costs. In the event it becomes necessary to employ outside assistance for handling User's freight, supplies, equipment and scenery, or to employ extra help such as stagehands, custodians, public address system operators, projectionists, decorators, and any other labor not provided by Manager, such extra help shall be at the sole expense of User and be obtained for User by Manager at Manager's sole discretion.

POLICE OFFICERS, SECURITY GUARDS, USHERS, FIRE PROTECTION AND FIRST AID - User shall be solely liable for the character, acts and conduct of persons admitted to the exclusive licensed space. In cooperation with User, Manager shall determine proper staffing levels for police, security and ushers/guest services to maintain order and to protect persons and property. User shall secure Saint Paul police officers, security guards, and ushers/guest services through Manager and pay for contracted services at the prevailing rates. Manager shall secure Fire Inspector(s) as determined by the Saint Paul Fire Department to be paid at the prevailing rate. Paramedic and EMT services are available for all meetings, trade shows, and conventions, professionally produced sporting events and concerts and shall be paid by the User at the prevailing rates.

Police officers, security guards, ushers/guest services, fire inspector(s) and first aid personnel shall report at least one hour prior to the announced event-starting time and remain until the event is over and the building has been cleared. Further, User agrees that all police officers, security guards, ushers, fire inspectors and first aid personnel are deemed to be User's subcontractor and the Manager is only the hiring agent of the User as regards to such staff.

PYROTECHNICS - User must provide notification upon execution of this Agreement if pyrotechnics will be used during the presentation of this event. Pyro technicians must be licensed by the State of Minnesota and approved by the Fire Prevention Division of the City of Saint Paul. A copy of the event permit, issued to the pyrotechnics company by the Fire Prevention Division of the City of Saint Paul, must be on file with Manager prior to the event date. As a requirement of the Fire Prevention Division of the City of Saint Paul, Manager will send a letter to the pyrotechnic company authorizing the use of proposed pyrotechnics in the Exclusive Licensed Space. A separate certificate of Commercial General Liability Insurance, provided by the licensed pyro technician, must be on file with Manager prior to the event date. The certificate must endorse all parties listed in Exhibit A of this Agreement, as additional insured, with a limit of not less than \$5,000,000 combined single limit. No pyrotechnics will be allowed without receipt of an acceptable certificate. User must provide a separate Certificate of Insurance as stated in Exhibit A of this Agreement, containing no pyrotechnics policy exclusions or limitations.

SET-UP ARRANGEMENTS - User will file with Manager at least ten days prior to the event a full and detailed outline of all elements of the event, including, but not limited to: move in and event timing, a copy of the floor plan, stage and sound requirements, equipment rental needs and all other set-up requirements and information required by Manager concerning such event.

Changes to the initial table and chair set in each room will be billed as follows for EACH additional change:

Saint Paul RiverCentre Exhibition Halls A/B	\$240.00 per section
Saint Paul RiverCentre Grand Ballrooms	\$135.00 per section
Saint Paul RiverCentre Meeting Rooms	\$ 80.00 per room
Roy Wilkins Auditorium	\$255.00
Roy Wilkins Studios	\$125.00 per room
Roy Wilkins Exhibition Hall	\$225.00

STAGEHAND/PRODUCTION LABOR - The International Alliance of Theatrical Stage Employees Union (IATSE) is the technical team that has jurisdiction over any equipment as it pertains to production, staging, props, audio-visual, meeting presentation equipment, sound, lighting and rigging. User will set up in compliance with existing union agreements all equipment, exhibits or scenery. Manager's house lights and public address system shall at all times be subject to sole control and operation of Manager, unless User's usage is specifically approved by Manager as to time and duration of use. Alterations of the original stage and/or floor plan provided by User shall be subject to regular labor charges in effect. IATSE labor and electrician's labor will be billed at the prevailing rates for the setup, tear down and monitoring of the event.

SPECIAL SERVICES - Unless otherwise authorized by the Manager, all plumbing, gas, electrical, telephone, cable, internet or carpentry work required to be done upon the Exclusive Licensed Space, in connection with User's rental, shall be supplied/performed by Manager, for which User shall pay the rates established by Manager for such services. Electrical connections must be made by Manager to meet current fire regulations and other applicable codes. Multiple plugs such as twin sockets and cube taps are not permitted and will be removed by Manager. A surcharge may be added for excessive electrical use. Electrical service, compressed air, water, telephone and internet service order forms are available online at www.rivercentre.org or through your RiverCentre Event Manager.

6. CANCELLATIONS - User acknowledges and agrees that the User's failure to make payment of the rent deposit(s) or any part thereof at the times specified on the Cover Page(s), or a failure to perform or comply with any other terms, conditions or covenants contained in this Agreement shall constitute an event of cancellation, thereby authorizing the Manager acting at its sole discretion to terminate this Agreement. Any day of event non-performance, no-show, or intent to cancel by User shall constitute a cancellation as described in this Section 6; and User shall be responsible for all cancellation fees and liquidated damages as described herein. In case of suit or action instituted by Manager to enforce compliance with this Agreement, User agrees to pay all court costs and expenses of Manager, including reasonable attorney's fees and costs arising from such suit or action.

User and Manager also acknowledge and agree that the damages suffered by Manager as a consequence of the termination of this Agreement because of an event of cancellation caused by User will likely include, but not be limited to, unrealized revenues from Hotel/Motel Room Tax, Food and Beverage, Exhibitor Utilities and other purchased services from Manager and Manager's exclusive providers. User and Manager further acknowledge and agree that ascertaining such damages with certainty may be impossible and, even if possible, will likely require the incurrence of significant additional and unduly burdensome costs and time by both parties. Accordingly, in order to avoid the incurrence of such burdensome additional costs, User and Manager agree that the following described liquidated damages shall be a reasonable measure of the damages incurred by Manager as a consequence of the termination of this Agreement because of an event of cancellation caused by User: the total amount of the rent, at the standard rental rates, for all rooms made part of this Agreement, regardless of whether any such rooms would have been complimentary or made available at a discounted rate if the Agreement had not been terminated because of an event of cancellation caused by User, as well as any rooms added to this agreement at a later date via Addendum. For purposes of this original Agreement, liquid damages currently total **\$14,200.00** in rent. The subsidy, if any, provided by Manager to User to induce User to enter into the Agreement may not be used to pay or offset, in whole or in part, any liquidated damages required under this Section 6.

Payment of all liquidated damages required under this Section 6 will be due within forty-eight (48) hours following the Manager's notification of the termination of this Agreement as a result of an event of cancellation caused by User, which Manager shall transmit to User by electronic mail to User's last known electronic mail address. For purposes of this Agreement, transmittal of such notification is effective immediately upon Manager's sending of such electronic mail notification.

7. COMPLIANCE WITH LAWS - User agrees that everyone connected with said event shall comply with all laws of the United States and the State of Minnesota and all Saint Paul City ordinances as well as **State of Minnesota Industry Guidance for Indoor Seated and Nonseated Venues**, together with all requirements of the Saint Paul Police and Fire Departments, and will not do, nor allow to be done, anything on Exclusive License Space and/or Saint Paul RiverCentre during the term of this License in violation of any such laws or ordinances; and if the attention of the Manager is called to such violation on the part of the User, or any person employed by or admitted to the Exclusive Licensed Space and/or Saint Paul RiverCentre by the User, such User will immediately desist from and correct such violations. Security Guards hired by the User will be directed and assigned by Manager, as it deems necessary. User agrees that all discretionary acts of the Manager as granted to it or reserved by it hereunder shall be left to the discretion of the Vice President and General Manager of Saint Paul RiverCentre, on behalf of the Saint Paul RiverCentre Convention and Visitors Authority and its Executive Director.

SALES TAX REGISTRATION - Any business, individual, exhibitor, promoter or operator making taxable sales during the Event must be registered to collect the Minnesota 6.875 percent sales tax, .5 percent sales tax for the City of Saint Paul and .5 percent transit tax before the Event begins. The Application for Business Registration, Form ABR, is available on the MN Department of Revenue website at www.taxes.state.mn.us or by calling 651-282-5225.

PROOF OF REGISTRATION - Minnesota law requires that before the operator of a selling Event can rent space to a seller, exhibitor or business at the Event, the operator must have either proof that the seller is registered to collect Minnesota sales tax. Sellers, exhibitors or businesses that intend to sell at the Event, are required to give the operator a completed Operator's Certificate of Compliance, Form ST-19, or other similar written statement for this purpose. Operators who do not have Form ST-19 or a similar written statement from sellers, can be fined by the State of Minnesota a penalty of \$100 for each seller that is not in compliance for each day of the Event. Form ST-19 is available online at www.taxes.state.mn.us/forms/st19.pdf. The current sales tax in the City of Saint Paul, Minnesota, is 7.875 percent. RiverCentre provides this as information only and accepts no responsibility for enforcement.

8. DAMAGE OF REAL AND PERSONAL PROPERTY

PROPERTY OF MANAGER - User assumes all liability for all damage to all real and personal property of the Manager, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic (the "HRA"), and/or the City of Saint Paul, Minnesota, a municipal corporation (the "City"), contained within the Exclusive Licensed Space and Saint Paul RiverCentre rising out of the fault or negligence of the User, its agents, employees, contractors, subcontractors and lower-tiered contractors, patrons, guests, or any person admitted to the Exclusive Licensed Space and/or Saint Paul RiverCentre by the User. In the event such loss occurs, Manager will contract for such repairs and/or restoration as necessary to restore the Exclusive Licensed Space and/or Saint Paul RiverCentre to its former condition within a reasonable period of time of the occurrence. Manager will invoice User for said damages and User further agrees to waive dispute of the cost and shall make payment within 15 days of the invoice from the Manager.

PROPERTY OF THE USER - Manager, HRA, and/or City assumes no responsibility whatever for any property owned by or placed on the Exclusive Licensed Space and/or Saint Paul RiverCentre by the User, or for the property of others in the care, custody, or control of the User. User waives any rights to claims of any kind against the Manager, HRA, and/or City for the loss or damage of such property.

PROPERTY PROTECTIVESERVICES - Watchman or other protective service desired by User must be arranged for by special agreement with Manager and paid by User.

9. **EXCLUSIVITY** - Manager has the exclusive rights to the selection, distribution, advertising, and promotion of certain designated products, brands, and other items. Any infringement on these items is a material breach of this Agreement with Manager. Written permission must be given in order to modify any existing exclusivity agreements Manager has with vendors, suppliers, advertisers, or other designated entities.

10. **EXCLUSIVE CATERING/CONCESSION PROVIDER** - Manager and/or Manager's exclusive in-house caterer/concessionaire retains the exclusive right to provide, control, sell, give away, dispense and serve all food and beverages for onsite consumption throughout Saint Paul RiverCentre and Roy Wilkins Auditorium for all Events including, but not limited to hospitality, banquets, break services, concessions, vending and sale of alcohol and non-alcoholic beverages, and shall control and retain any revenues therefore. User is responsible for making all catering/concession arrangements with Manager's exclusive in-house caterer/concessionaire. User, User's exhibitors and show attendees are not permitted to bring food, beverages and/or alcoholic beverages into the facility for private consumption for any reason or at any location within the Saint Paul RiverCentre and Roy Wilkins Auditorium. Prohibited items include, but are not limited to: deliveries of pizza; subs; other fast food or snacks, either from a restaurant, store or by a designated runner; food and beverages served from show manager's office (other than those provided by our caterer); alcoholic beverages unless served by our caterer; ice chest/coolers containing food or beverage products purchased outside of Saint Paul RiverCentre/Roy Wilkins Auditorium; outside individual beverages (whether single bottles or in cases) including private-labeled water bottles for distribution to attendees.

CONCESSIONS - All concession rights are reserved to the Manager and/or Manager's contracted exclusive concessionaire via permanent and portable concession kiosks/stands. Manager reserves the right to erect portable concession stands as needed for serving the User's patrons in a space equal to but not less than 1% of gross square feet of User's space and in locations mutually agreeable to both concessionaire/caterer and User. Some portable stand locations are dictated by Manager based on electrical service needs. Manager and/or Manager's contracted concessionaire shall have the sole right to sell merchandise, souvenirs, compact discs, DVDs, programs and novelties collectively "non-food items". User is entitled to seventy percent (70%) of gross proceeds for the sale of non-food items, unless another rate is negotiated and attached by addendum, from the sale of non-food items. Revenue from non-food items shall be retained by the Manager, less the artist's/User's share.

PERMITTED FOOD SERVICE - No food or beverage may be brought into the Exclusive Licensed Space by exhibitors, sponsors, attendees or User, if such items are specifically permitted by express prior consent of Manager in writing a minimum of thirty (30) days prior to the Event date. Any outside food or beverages permitted shall be subject to a corkage or service fee.

SAMPLING - Food industry shows or events containing significant food elements may conduct sampling upon prior written approval by Manager. A maximum number of sampling booths may be set at the discretion of Manager for non-food industry shows. Items dispensed are limited to products manufactured, processed, or distributed by exhibiting firm or sponsor. Items may be sampled only, and cannot be sold for consumption on or offsite. Sample sizes are (1) one ounce or less (similar size to a fun size candy bar or volume to fill a condiment cup) and a beverage sample is non-alcoholic and less than (3) three ounces (slightly less than a ¼ cup).

The exhibitor, sponsor, or User distributing sample items must have a valid Special Event Food Stand License issued by the State of Minnesota Department of Health. Applications are available by calling the MN Department of Health at 651-201-4500. Ask to speak with the Health Inspector responsible for RiverCentre events. Compliance of all MN Department of Health regulations regarding sampling is the explicit responsibility of User. User is responsible for distribution of facility sampling guidelines to sponsors and exhibitors. User must supply a copy of all Special Event Food Stand Licenses and a plan for health regulation compliance to Manager no less than fourteen (14) business days prior to the Event Move In date. For more information on Special Event Food Stand Licensing, please visit the MN Department of Health website at <http://www.health.state.mn.us/divs/eh/food/license/specevent.html>.

BREACH OF CATERING/CONCESSION PROVISIONS - Failure to adhere to these policies will be considered a breach of contract. User will have the opportunity to remedy the breach immediately, subject to the approval of Manager and/or Manager's contracted caterer/concessionaire. Failure to cure the breach will result in a minimum service charge of 100% of estimated cost of product based on volume distributed, whichever is greater. Product rate will be based on Manager's current catering or concession menu. The charge for the breach will be placed on the final Event invoice.

11. **INDEMNIFICATION** - User agrees it will be responsible for claims of any nature, including all costs, expenses, and attorney's fees that may in any manner arise out of or result from:

- a. User's work, conduct, management and use done on the Exclusive Licensed Space and/or Saint Paul RiverCentre.
- b. Any act, error, or omission of the User or any of its agents, employees, contractors, subcontractors or lower-tier contractors, patrons, or guests, or any person admitted to the Exclusive Licensed Space and/or the Saint Paul RiverCentre by or on behalf of the User, except for claims arising out of the sole and direct negligence of the Manager.

12. **MANAGEMENT-** The privileges granted User herein shall not be construed as a waiver of management rights, and Manager retains full and complete rights to manage and control the premises and to enforce all rules and regulations it deems necessary for the management and control of said Exclusive Licensed Space and/or Saint Paul RiverCentre. Manager's management may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. Manager reserves the right to eject any objectionable person or persons from said Exclusive Licensed Space and/or Saint Paul RiverCentre; and upon the exercise of this authority through Manager, agents or security guards, User hereby waives any rights and all claims for damages arising from such occurrences. Unless otherwise specified in writing, Manager shall be privileged to schedule other similar events both before and after the dates of this License without notice to User. In order for RiverCentre and such complex to operate efficiently, it will be necessary to schedule and share use and availability of services and facilities of RiverCentre and such complex (including, but not limited to, entrances, exits, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators, walkways, skyways and tunnels, and club and concessions areas).

13. **MOVE-OUT RESPONSIBILITY** - In the event that the Exclusive Licensed Space and/or Saint Paul RiverCentre are not vacated by User on the date specified herein, Manager is authorized to remove from the Exclusive Licensed Space and/or Saint Paul RiverCentre, at the expense of the User, all goods, wares, merchandise and property of any kind left therein, and Manager shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained by reason of such removal, and the Manager is hereby released from any and all claims for damages of whatever kind or nature.

14. **NONDISCRIMINATION** - In compliance with Chapter 183 of the Saint Paul Legislative Code, User agrees that during the term of this agreement, it **will** not discriminate based on a person's race, color, creed, religion, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance in employment, education, real property, public accommodations or public services.

15. **NOTICES** - Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when hand delivered (with receipt) or deposited in the United States Mail, first class postage prepaid, addressed: Director of Booking, Saint Paul RiverCentre, 175 West Kellogg Blvd, Suite 501, Saint Paul, MN 55102

16. **OVERDUE ACCOUNTS** -A service charge at the rate of 1 ½%per month will be charged on account balances open beyond thirty days from date of billing.

17. **OVERTIME**-Any event lasting longer than the time stated under "EXCLUSIVE LICENSED SPACE" on the Cover Page shall incur a charge of a half-day rental fee, per half day plus all related expenses.

18. **PARKING** - This License Agreement makes no guarantee as to the availability of public parking, parking rates or policies of public parking around the complex, including, but not limited to the Saint Paul RiverCentre Parking Ramp and the Kellogg Parking Ramp. All public parking rates are subject to change at any time. Public parking availability is conditional to the activity in the surrounding area and may or may not be available in the immediate area.

19. **PATENTS-TRADEMARKS-COPYRIGHTS-ROYALTIES** - User assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used in the conduct of said events and agrees to indemnify and hold harmless Manager, HRA, and/or City from all damage, costs and expenses on account of the use of any such materials, equipment, devices, processes or dramatic rights by User or its agents, performers and exhibitors. User agrees to pay all royalties, license fees and other charges accruing or becoming due by reason of any music, live or recorded, or other entertainment of any kind played, staged or produced by User, its agents, employees or Users upon the Exclusive Licensed Space.

20. **RETENTION OF MANAGER'S AUTHORITY** - Any decision affecting any matter not herein provided for shall rest solely within the discretion of the Vice President and General Manager of Saint Paul RiverCentre on behalf of the Saint Paul RiverCentre Convention & Visitors Authority and its Executive Director.

21. **USER PROTECTION** - User acknowledges Manager's policy (being a public facility) that it will not exclude events of a nature similar to that presented by the User at any time before or after the interests of the User granted hereunder.