

Venue Use Agreement

**Lessee: Downtown Convention Center
1801 E. Parkcourt Pl.
Santa Ana, CA, 92701**



and

Lessor: Mid-America Arts Alliance
2018 Baltimore Ave
Kansas City MO 64108
United States of America

Whenever used in this Agreement, the term "VENUE" refers to the Downtown Convention Center, the term "CEO" refers to the Chief Executive Officer of VENUE or his duly authorized representative and the term "Lessee" refers to the party, individual, organization or corporation identified above as the lessee.

For and in consideration of the terms, covenants and conditions herein, the undersigned parties agree as follows:

Final Content

1. PREMISES AND TERMS. VENUE hereby grants unto Lessee the right to use and occupy the specified, portions of the premises identified by the individual locations, dates and times indicated below.
2. PURPOSE. Lessee warrants that such use is for the following the organization identified above as Lessee, it's assignees, and no other.
3. RENT AND OTHER CHARGES. Lessee shall, for the use of the VENUE's facilities and services listed below, pay to the VENUE the following amounts:

Food Items					
Steak dinner	7/2/2021		150 EA	35.00	5,250.00
Crab Dinner Plate	7/2/2021		200 EA	35.00	7,000.00
Security services	7/2/2021	7/7/2021	2 EA	500.00	1,000.00
Fried Catfish			33 EA	40.00	1,320.00
Ticket (Estimate)			600 EA	8.00	4,800.00
Usher	7/2/2021	7/3/2021	0 HOUR	25.00	0.00
Venue Items					
Art Center	7/1/2021	7/7/2021	7 DAY	400.00	2,800.00
Fellowship Hall	7/1/2021	7/7/2021	7 DAY	500.00	3,500.00
North Banquet Hall	7/2/2021	7/7/2021	6 DAY	800.00	4,800.00
Deposit					
Deposit Offset			1 EA	-5,675.00	-5,675.00
Deposit			1 EA	5,675.00	5,675.00
Deposit			1 EA	5,000.00	5,000.00
Deposit			0 EA	0.00	10.00
Deposit			0 EA	0.00	35.00
Deposit			22 EA	1.00	22.00
Totals					
Food Items					19,370.00
Venue Items					11,100.00
Deposit					5,067.00
			Event Total		35,537.00

4. CANCELLATION. Either party may cancel this Agreement without any obligation by giving the other party written notice at least one hundred and twenty (120) days prior to the first date of occupancy of the facilities here in described. In the event the Lessee cancels this Agreement at any time within the one hundred and twenty- (120-) day period immediately preceding the first scheduled date of occupancy, the parties agree that all monies previously paid by such VENUE as deposits are presumed to be damages sustained by the VENUE and such monies shall become the property of the VENUE and shall not be refunded. If, for whatever reason, the advance deposits being held at the time of such cancellation do not equal or exceed the amount of the minimum rental payments for the facilities described herein, the amount of such minimum rental shall become due and payable at the time of cancellation if such cancellation occurs within such one hundred and twenty-(120-) day period. If ticket sales have occurred prior to cancellation, all per ticket and per order fees shall become due and payable at the time of cancellation if such cancellation occurs within such one hundred and twenty- (120-) day period.

5. BASIC SERVICES AND EQUIPMENT. VENUE hereby agrees:

- a) To provide heat, air conditioning, water and reasonable lighting reasonably necessary during the term of occupancy.
- b) To furnish all routine janitorial services. An additional fee may be charged to Lessee if, in the opinion of the CEO, extraordinary or unusual janitorial services are required. Additional fees will be charged in accordance with VENUE's standard rate schedule.
- c) To furnish certain specialty equipment required for the event. Specialty items and their charges are identified in the VENUE's current pricing schedule.
- d) To furnish ticket office services once use permit agreement is signed. Additional fees will be charged in accordance with appropriate rate schedule.
- e) To furnish marketing services once use permit agreement is signed. Additional fees will be charged in accordance with appropriate rate schedule.

6. EXTRA AND SPECIAL EQUIPMENT AND PERSONNEL (VENUE). Event conditions will determine the actual extra equipment and/or personnel requirements and charges. VENUE shall provide the extra and special equipment and/or personnel for the use of the Lessee at the then current rate schedule for such equipment and personnel.

7. EXTRA AND SPECIAL EQUIPMENT AND PERSONNEL (LESSEE). Except as may be otherwise specifically provided in this Agreement, it shall be the sole responsibility of Lessee to secure and pay for all personnel, equipment and services (including stagehands, ushers, tickettakers, etc.) which may be needed for the event's setup, conduct, and completion. Such additional personnel shall not under any circumstances be considered employees, contractors or agents of the VENUE.

8. INSURANCE. Lessee shall furnish at contract signing, a certificate in duplicate showing there is in force an insurance policy in which the VENUE is named as insured for minimum premises bodily injury liability insurance of \$1,000,000 per occurrence. Such policy also shall provide for a ten-day (10 day) notice to the VENUE prior to cancellation. In addition if applicable, at least fifteen (15) days in advance of the occupancy time of this Agreement, Lessee shall furnish updated certificate. Load in will be denied if permittee has not provided insurance in an accurate and timely manner.

9. DEPOSIT. This Agreement will not be approved until after the amount of deposit listed in this agreement are paid in the form of a check payable to the VENUE, a credit card, or wire transfer to VENUE's account number.

10. SETTLEMENT. Settlement shall occur at the VENUE's location within five business days of event conclusion unless other arrangements have been pre-approved by the CEO. All money owed to the VENUE under this Agreement, including additional charges and fees, such as for additional personnel or extra equipment, not specifically listed in this agreement, shall become due and payable at the time of settlement. At settlement, the CEO may estimate any additional charges or fees that may be incurred in closing out the event. At the time of settlement, the VENUE will pay to Lessee all funds that are held by the VENUE's Ticket Office that are attributable to this event (including applicable deposits and ticket sales receipts) MINUS any funds that are due to the VENUE under this agreement (including estimated charges for closing out the event). If such funds held by the VENUE Ticket Office are insufficient to cover all of the fees charges and payments due the VENUE from the Lessee, then the Lessee shall pay the balance to the VENDOR at the time of settlement unless otherwise stipulated herein. Any balance due to the VENDOR shall be paid in full no later than 10 business days after receipt of settlement, otherwise penalties may apply. If either party overpays or is underpaid due to a discrepancy between the estimated and actual charges for closing out the event, then that party may, within seven (7) calendar days of settlement, invoice the other party for the amount of such overpayment or underpayment. Neither party shall be obligated to acknowledge or pay any such invoices that are received after this seven (7) day period.

11. SECURITY. VENUE security will be under the control of VENUE Management. The building, keys and premises will be under the control of VENUE Management and they will, at all times, have the right to enter the facility or any space there in including times when a Lessee may have a contracted event taking place. The entrances and exits of the VENUE will be locked and unlocked by VENUE personnel, security guards, or other authorized personnel at the times required for a Lessee's use.

Lessee will be responsible for payment of this service at time of settlement in accordance with appropriate rate schedule for these services. The presence of security guards during an event does not in any way diminish a Lessee's responsibility to pay for damages to the facility or it's equipment. Lessee may, at its option and expense, request or provide additional security personnel for the express purpose of guarding equipment owned by or under the control of the Lessee. However, the presence or lack of additional guards, whether required by VENUE Management or requested by a Permittee, will not alter the fact that VENUE, under the terms of this Agreement, assumes no liability for the loss, theft or damage to the property of a Lessee or a Lessee's employees or contractors.

12. **TICKET OFFICE.** For ticketed events, all attendees are required to use the VENUE's ticketing system. Ticket office requires at least 2 months prior to a season on-sale and five business days prior to individual event to complete set-up of events on ticket software. Lessee is responsible for timely submission of price scaling and seat configuration in order to meet deadlines for show ticket sales. If there are changes requested to event builds after tickets are on sale, additional fees will apply. Additional build items such as but not limited to promo codes will incur additional fees. Event builds that will be in venues with multiple seat options must be pre-approved by VENUE Management before ticket sales begin to prevent exceeding occupancy load limits. At least 50% of available seats remaining after season subscription sales are complete will be sold through VENUE Ticket Office sales channels. Permittees will not be allowed to consign or check out tickets unless those tickets are paid for at the time of consignment. Any consigned tickets will be subject to the then-current facility fee and per-ticket printing fee and those fees will not be refundable.

All tickets sold through PAC Ticket Office channels or a Lessee's ticket office will be subject to a facility fee. All tickets sold online or by phone through VENUE Ticket Office are subject to the then-current per-ticket convenience and per-order fees. Methods of payment accepted are Mastercard, Visa, Discover, cash and checks. All sales sold with credit cards are subject to the then-current credit card fee deducted from gross credit card sales at settlement. Promoter fees are subject to approval by the VENUE CEO. Any Livestream performance will also include additional fees as agreed upon by VENUE CEO.

13. **CONCESSION SALES.** VENUE retains the right to enter into an agreement with the contractor of its choice for the exclusive rights to sell concession items, including, but not limited to, soft drinks, coffee, alcoholic beverages, souvenir cups, snacks and candy, before, during and after any events in the VENUE's designated areas.

20. **CATERING.** VENUE maintains basic facilities for catering. Lessee, its employees, and contractors cannot bring in or serve their own food and/or beverages. However, Lessee can also arrange for catering through the VENUE's preferred catering contractor or with an outside licensed and insured caterer to serve food, beverages, or alcohol. For outside catering, a 20% outside catering commission on total food and beverage bill will be charged. Lessee will be responsible for providing VENUE Management invoices for outside catering and any commission due will appear as an expense on the event settlement unless catering is provided by VENUE. Food and beverages that is served to non-public, support staff, or cast and crew members by the Lessee and its employees and contractors without hiring a caterer. However, flammable cooking devices and alcoholic beverages are not allowed in these instances. For both catered and noncatered meals, clean up must occur immediately after end of event and all catering materials need to be removed at Lessee's load out, otherwise extra fees will apply.

For Lessor:

For Lessee:

Signed

Date

Signed

Date