

**SAN DIEGO CONVENTION CENTER CORPORATION
CONVENTION AND TRADE SHOW LICENSE AGREEMENT**

License #

SUMMARY OF BASIC TERMS

The following Basic Terms are incorporated into the License Agreement entered into by and between SAN DIEGO CONVENTION CENTER CORPORATION, INC. ("CORPORATION") and ("LICENSEE").

LICENSEE:

LICENSEE'S ADDRESS:

LICENSEE'S CONTACT:

CONTACT PHONE:

EVENT:

LICENSE FEE:

The License Fee includes (1) the minimum License Fee for exhibit areas on Event days and (2) the License Fee, as applicable, for exhibit areas on non-Event days and other licensed areas as set forth below.

At the time of the Event, CORPORATION shall re-calculate the License Fee associated with the exhibit areas for Event days. The License Fee for exhibit areas on Event days is the minimum License Fee for the exhibit areas as included below or ___ per net square foot used per Event day for exhibits, whichever is greater. Should the per net square footage amount for the exhibit area on Event days be greater than the minimum License Fee assessed for those areas for those days, LICENSEE shall pay to CORPORATION the difference between the minimum License Fee and the per net square footage License Fee.

The net square footage License Fee shall not be assessed on normal aisle areas and on concession areas. Additionally, the net square footage License Fee shall not be assessed for LICENSEE's use of exhibit space for solely non-revenue generating purposes, up to a limit of five percent (5%) of the net square footage for exhibits. Any such usage in excess of five percent (5%) of the net square footage for exhibits shall be included in the calculation of the net square footage License Fee.

OTHER FEES: **Ancillary Services Fee - Corporation May Require Payment of Deposits on the Ancillary Services Fee Prior to Licensee's Event.**

CANCELLATION FEE: The cancellation fee payable pursuant to Section 7.1 is \$ _____

DUE DATES: **IN ORDER TO CONFIRM YOUR SPACE, LICENSE FEE AND DATES, BOTH COPIES OF THIS AGREEMENT MUST BE EXECUTED AND RETURNED BY -**

Insurance Certificates and Additional Insured Endorsements are due -

DEPOSIT DUE DATES:

ADDITIONAL TERMS:

San Diego Convention Center EXCLUSIVE LICENSED AREAS; LICENSE PERIODS:

THIS LICENSE AGREEMENT (“Agreement”) is entered into by and between the SAN DIEGO CONVENTION CENTER CORPORATION, INC., a California nonprofit corporation with corporate offices located at 111 West Harbor Drive, in San Diego City and County, California (“CORPORATION”) and (“LICENSEE”).

SECTION 1 GRANT OF LICENSE; LICENSE PERIODS

CORPORATION hereby grants to LICENSEE the exclusive right to use certain areas within the San Diego Convention Center and/or any other facility (“Facilities”) as set forth in the Summary of Basic Terms (the “Licensed Areas”). LICENSEE, its guests, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Areas during the dates and times set forth in the Summary of Basic Terms (the “License Periods”) in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in the Facilities that are available for public or common use (“Common Areas”) for ingress and egress to the Licensed Areas.

LICENSEE understands and agrees that this Agreement is a license for use of the specified Licensed Areas and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on LICENSEE any rights as a tenant under California landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE’s right to occupy and use the Licensed Areas, common areas and services may be terminated in accordance with the terms set forth in this Agreement.

In the event LICENSEE’s use of the Licensed Areas commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. CORPORATION may charge an additional license fee for such extended use.

SECTION 2 SERVICES

2.1 Exclusive Services The following services required by LICENSEE in connection with its Event and/or use of the Licensed Areas or the Facilities shall be provided exclusively by CORPORATION or providers under contract with CORPORATION (“Contract Providers”): Telecommunications/Data/Fiber/Internet; Security in Public Areas, Dock & Driveway; Sound (In-house system); Rigging Points; Food and Beverage/Novelties/Concession Sales/Exhibitor Booth Catering (except novelties and merchandise germane to the Event as approved by CORPORATION); and Business Service Centers in Public Areas.

CORPORATION reserves the right to establish additional exclusive services as it may deem appropriate. CORPORATION shall advise LICENSEE of any such additional services. LICENSEE shall be required to utilize CORPORATION or its Contract Providers for the provision of these services, unless at the time of notification, LICENSEE has previously contracted with a third party to provide such services. LICENSEE shall pay Ancillary Services Fee for services provided by CORPORATION. LICENSEE shall have separate written contracts for exclusive services provided by Contract Providers and shall pay for such services in accordance with the terms and conditions therein.

2.2 Approved Services LICENSEE may obtain other services it requires from its own providers (“Service Contractors”) in accordance with Section 8.4.

2.3 Additional Services CORPORATION may provide other services, equipment, materials, and staffing, upon LICENSEE’s request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay an Ancillary Services Fee for such additional services.

SECTION 3 LICENSE FEE, CHARGES FOR SERVICES; PAYMENT

3.1 License Fee LICENSEE shall pay CORPORATION the License Fee set forth in the Summary of Basic Terms.

3.2 Ancillary Services Fee In addition to the License Fee, LICENSEE shall pay for services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. CORPORATION may require payment of deposits on the Ancillary Services Fee prior to LICENSEE’s Event.

3.3 Payment The License Fee is due and payable upon execution of this Agreement. Alternatively, incremental deposits shall be made on the dates and in the amounts set forth in the Summary of Basic Terms. All deposits are non-refundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 7.2. Any unpaid License Fee, Ancillary Services Fee, or other amounts owed to CORPORATION are due and payable upon demand or presentation of an invoice to LICENSEE. Invoices that remain unpaid after thirty (30) days, shall accrue interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month.

SECTION 4 POLICIES, RULES AND REGULATIONS

LICENSEE agrees to comply with CORPORATION's Policies, Rules and Regulations governing the use of the Facilities and acknowledges receipt of a copy of the same. LICENSEE understands these Policies, Rules and Regulations may be amended prior to LICENSEE's Event and agrees to comply with any such amendments.

SECTION 5 INDEMNIFICATION; INSURANCE

5.1 Indemnification LICENSEE shall indemnify, hold harmless and defend the CORPORATION, CITY OF SAN DIEGO, SAN DIEGO UNIFIED PORT DISTRICT, and their respective members, officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE.

5.2 Insurance Notwithstanding the indemnification requirements of Section 5.1, LICENSEE shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. At a minimum, said insurance coverage shall be in effect from 12:01 a.m. on the first day of the License Period to 11:59 p.m. on the last day of the License Period. In the event the License Period is extended, as provided in this Agreement, then the period of coverage shall be extended to cover all periods during which the Facilities are used by LICENSEE. LICENSEE shall deliver certificates of insurance evidencing the following coverage and endorsements on or before the date set forth in the Summary of Basic Terms:

- (1) **Commercial General Liability** policy with coverage as broad as ISO CG0001 in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from LICENSEE's use or occupancy of the Facilities and endorsed to include non-owned and hired automobile liability coverage (if LICENSEE does not maintain owned automobile liability coverage). Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as named additional insureds, to CORPORATION, the CITY OF SAN DIEGO and SAN DIEGO UNIFIED PORT DISTRICT, to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00);
- (2) **Worker's Compensation Insurance** as required by law;
- (3) For owned vehicles other than private passenger automobiles, Commercial Automobile Liability coverage with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury or death **and** property damage.

The Commercial General Liability policy described above shall include the following **additional insured endorsement** language:

SAN DIEGO CONVENTION CENTER CORPORATION, INC., CITY OF SAN DIEGO, SAN DIEGO UNIFIED PORT DISTRICT, AND THE MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THESE THREE ENTITIES ARE NAMED AS ADDITIONAL INSURED AND ARE PROVIDED THE SAME COVERAGE AS THE NAMED INSURED, INCLUDING THE COST OF DEFENSE, AGAINST CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE OCCURRING IN OR UPON, OR RESULTING FROM THE INSURED'S USE OR OCCUPANCY OF THE SAN DIEGO CONVENTION CENTER AND/OR THE SAN DIEGO CONCOURSE.

The cancellation clause for the above policies and certificate(s) shall read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

The parties agree and LICENSEE understands that the specified coverage or limits of insurance in no way limit the liability of the LICENSEE. LICENSEE shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Agreement.

5.3 Mutual Waiver of Subrogation CORPORATION and LICENSEE hereby waive any and every claim which may arise in their favor, for any and all loss of, or damage to, any of its property occurring during the License Period, if the loss or damage is covered by a special perils insurance policy. This waiver is in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of either Party.

CORPORATION and LICENSEE hereby agree to immediately provide written notice of the terms of this mutual waiver of subrogation to their respective insurers and, if necessary, instruct the insurer(s) to properly endorse the fire and extended insurance policies so as to prevent the invalidation of the policies due to this mutual waiver of subrogation.

5.4 Failure to Provide Proof of Insurance In the event LICENSEE fails to provide the required certificates of insurance by the due dates, CORPORATION shall have the right to cause policies meeting the requirements of this section to be issued in LICENSEE's name and the premiums for such insurance shall be payable by LICENSEE to CORPORATION as an Ancillary Services Fee in accordance with Section 3.2 of this Agreement.

SECTION 6 BREACH; RIGHT TO CURE; REMEDIES

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, CORPORATION shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by CORPORATION, **except** notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or CORPORATION's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety or property damage or waste, CORPORATION shall have the right, without further notice, to invoke any or all of the following remedies:

- (1) require additional security from or for LICENSEE;
- (2) terminate this Agreement and revoke the License granted hereunder;
- (3) enter and take possession of the Licensed Areas and remove all persons and property, without instituting any legal proceedings;
- (4) Withhold all payments made to CORPORATION and apply the same to offset CORPORATION's compensatory or liquidated damages; and,
- (5) Institute legal proceedings to recover damages.

SECTION 7 CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Cancellation; Liquidated Damages If LICENSEE cancels its Event, its use of some portion of the Licensed Areas, some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in Section 7.2, deposits paid shall be forfeited and applied to offset CORPORATION's liquidated damages as provided herein.

The parties agree that the damages to CORPORATION resulting from cancellation of the Event or any portion of the Licensed Areas or License Periods, or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the parties agree that, in the event of cancellation or termination, LICENSEE shall pay to CORPORATION Liquidated Damages in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event move-in date. LICENSEE agrees to pay the Liquidated Damages to CORPORATION within thirty (30) days of notice of cancellation.

LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT

<u>Event Move-in Date from Cancellation Date</u>	<u>Amount of Liquidated Damages</u>
More than 5 years	First License Fee Deposit
2 to 5 years	50% of Cancellation Fee
Less than 2 years	100% of Cancellation Fee

LIQUIDATED DAMAGES PAYABLE UPON PARTIAL CANCELLATION (LICENSED AREAS AND/OR LICENSE PERIODS)

<u>Event Move-in Date from Cancellation Date</u>	<u>Amount of Liquidated Damages</u>
More than 3 years	None
2 to 3 years	50% of License Fee for the canceled Licensed Area or License Period
Less than 2 years	100% of License Fee for the canceled Licensed Area or License Period

If CORPORATION is able to obtain replacement business, LICENSEE shall be entitled to an offset in the amount of the replacement license fee, against the amount of liquidated damages. Replacement business means new events that are booked to use the canceled space and dates, or events already booked in the Facilities that expand to use the canceled space and dates. Events that are already booked in the Facilities that move into the canceled space and dates shall not be considered replacement business.

7.2 Force Majeure Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical as a result of fire, flood, riot, earthquake, casualty, civil commotion, Act of God, or any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in any fees payable or otherwise due under this Agreement and/or a refund of any deposits paid.

SECTION 8 LICENSEE'S RIGHTS AND OBLIGATIONS

8.1 Inspection LICENSEE shall have the right to inspect the Facilities and the Licensed Areas prior to executing this agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Areas and to determine damage, if any, resulting from LICENSEE's activities. CORPORATION warrants that the Facilities and Licensed Areas will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

8.2 Compliance with Laws Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, licensees or invitees to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

8.3 Licenses and Permits LICENSEE shall obtain any licenses and permits required by federal, state, county, or city laws and shall permit inspection by appropriate agencies or departments.

8.4 Service Contractors At least thirty (30) days prior to the beginning of License Period, LICENSEE shall submit to CORPORATION a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). CORPORATION may require its approval of certain Service Contractors prior to services being rendered.

8.5 Non-discrimination LICENSEE acknowledges and understands that CORPORATION has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Areas, neither LICENSEE, nor its agents, employees, exhibitors or contractors shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of Federal, State or local laws.

8.6 Defacement of Facility; Damage to Equipment LICENSEE shall pay the actual cost to replace, repair and/or restore, any defacement or damage to the Facilities or CORPORATION's equipment (ordinary wear and tear excepted) caused by LICENSEE, its agents, employees, exhibitors, or invitees. Payment shall be made within thirty (30) days of written demand by CORPORATION.

8.7 Payment of Taxes LICENSEE acknowledges and understands that state and/or local taxing authorities may impose a tax or other assessment on LICENSEE's use of the Facilities (a possessory use tax) and that LICENSEE shall be solely liable for payment of this, and any other taxes levied on its use of the Facilities.

8.8 Sale of Novelties and Merchandise Notwithstanding CORPORATION's exclusive rights with respect to the sale of novelties and merchandise, LICENSEE may distribute or sell items that are specifically germane to the nature or purpose of LICENSEE or its Event, as determined by CORPORATION, provided CORPORATION's prior written approval is obtained.

SECTION 9 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY

9.1 Corporation's Right of Entry The Facilities, including the Licensed Areas, shall at all times be under the charge and control of the CORPORATION, whose duly authorized representatives shall have the right to enter the Licensed Areas at any time, provided such entry does not interfere with LICENSEE's use.

9.2 Ejection of Disorderly Persons CORPORATION shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such ejection.

9.3 Security Levels CORPORATION shall provide required and requested security service at the loading dock entrances, front driveway, and in all public areas. CORPORATION shall have the sole right to determine the minimum level of all security required for LICENSEE's Event.

SECTION 10 GENERAL PROVISIONS

10.1 Abandoned Equipment and Lost or Misplaced Articles Any equipment or personal property belonging to LICENSEE or its agents, servants, employees, contractors, invitees, patrons, guests, which remains in the Facilities or the Licensed Areas after the License Period, shall be deemed abandoned and may be disposed of by CORPORATION at LICENSEE's sole expense. CORPORATION shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

10.2 Applicable Law, Venue and Jurisdiction This Agreement shall be governed by and construed in accordance with California law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the San Diego County Superior Court or the Federal District Court for the Southern District of California. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the State of California which constitutes sufficient minimum contacts with CORPORATION to permit the Courts of California to assert jurisdiction over LICENSEE in any action brought by CORPORATION.

10.3 Attorneys Fees The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys fees in addition to any other remedy.

10.4 Delivery of Notices All notices shall be in writing and shall be deemed to have been given upon personal delivery or the next day following deposit of same in any United States mail post office box, with first class postage pre-paid and addressed as follows:

To CORPORATION: San Diego Convention Center Corporation
Attention: President & CEO
111 West Harbor Drive
San Diego, California 92101.

To LICENSEE: At the address set forth in the Summary of Basic Terms.

10.5 Partial Invalidity If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

10.6 Assignment; Subletting Licensed Areas LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Areas or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Areas in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without CORPORATION's prior written consent, shall constitute a material breach of this Agreement.

10.7 Americans with Disabilities Act (ADA) CORPORATION acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and rest room accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for the visually impaired, hearing impaired and mobility impaired.

10.8 Right to Quiet Enjoyment CORPORATION warrants that the Licensed Areas shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, CORPORATION shall use its best efforts to mitigate any disruption. In no event, however, will CORPORATION be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. CORPORATION's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Areas because of the interference or disturbance.

10.9 Survival The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be performed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

10.10 Amendments to Agreement This Agreement may not be amended or modified except in writing signed by the parties; provided however that if LICENSEE requests (verbal or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and CORPORATION agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

10.11 Effective Date of Agreement The effective date of this Agreement shall be the date it is executed by the CORPORATION.

LICENSEE:

SAN DIEGO CONVENTION CENTER CORPORATION

By: _____

By: _____

[Authorized by LICENSEE to execute this Agreement on its behalf]

Carol C. Wallace, President & CEO

Name: _____

Title: _____

Date: _____

Date: _____

Approved as to form by Corporation's General Counsel (9/20/2000)