

LEASE AGREEMENT

Lease No. «Contract_ID»
Date «Contract_Written_Date»

ORANGE COUNTY, Florida, doing business as the Orange County Convention Center (*Center*); 9800 International Drive; Orlando, FL 32819-8199; Phone: 407-685-9800; and «Account_Legal_Name» (*Lessee*); Attention: «Contact_First_Name1» «Contact_Last_Name1»; «Account_Address_Line_1», «Account_Address_Line_2» «Account_Address_Line_3», «Account_City»«Account_State» «Account_Postal_Code»; Phone: «Main_Contact1» hereby enter into this Lease of Center Premises and agree as follows:

1. **LEASED PREMISES** This Lease is made in consideration of the rents and charges set forth in the Lease. The attached Exhibits further define the terms and conditions of this Lease. "Lease" means this Lease Agreement and any schedules, attachments or exhibits attached hereto or referenced herein as the same may be amended, modified or supplemented from time-to-time.
The Lessee hereby leases from the Center the spaces, referred to as "*Premises*", during the date(s) and time(s) listed on Exhibit A. The Center, at its sole discretion, reserves the right to reassign Lessee's space within the facility with an equal or greater amount of space by providing written notice up to fourteen (14) months prior to the beginning of Lessee's Term as identified below.
The Center has the right to designate space within the Premises, through mutual agreement with the Lessee, for the use of portable concession stands.
The Lessee has the right to use the Premises for the purpose described herein. The Lessee has the right of ingress and egress for itself, its employees, agents and guests to the Premises through public halls, corridors and grounds.
2. **TERM** The date(s) and time(s) during which the Premises may be occupied by the Lessee, its employees, agents and guests is referred to as the "Term". The Term of this Lease is from «Event_Move_In_Date» at «Event_Move_In_Time» through «Event_Move_Out_Date» at «Event_Move_Out_Time».
3. **PURPOSE** The purpose for which the Lessee is using the Center is:
«Event_Legal_Name»
4. **RENTAL, PAYMENT SCHEDULE, SECURITY DEPOSIT, SUPPORT CHARGES & FINAL BILLING**
All sums due and payable to the Center under this Lease shall be paid in U.S. funds by check, money order, cashier's check, cash or as otherwise approved by the Director. "*Director*" means the Executive Director of the Orange County Convention Center and/or designee.
 - A. **RENTAL AND PAYMENT SCHEDULE** The Rent that the Lessee shall pay the Center for the Premises and Term has been calculated on Exhibit B and the minimum Rent is specified on Exhibit A. Rent is subject to the applicable Florida State Sales Tax that is currently 6.5%. Rent, including applicable tax, shall be due as defined in the payment schedule specified on Exhibit A.
 - B. **SUPPORT CHARGES** Upon mutual agreement with the Lessee, the Center shall provide additional support services, personnel and utilities. The applicable rates for support services, personnel and utilities are those in effect at the time service is rendered as published in the Center's Personnel & Utility Services Rate Schedule. A current Schedule is available on the Center's website at www.orlandoconvention.com. These and any other applicable charges shall be listed on the Invoice.
 - C. **FINAL SETTLEMENT** An invoice shall be issued following the end of the Term and shall incorporate all charges and/or credits. The Center must receive payment in full for the undisputed balance of the Invoice within thirty (30) days following issuance of the Invoice. That date shall be considered as the date of final settlement. Unpaid, undisputed balances are subject to a finance charge of one and one half percent (1-1/2%) per month. Lessee shall be held responsible for all expenses incurred to collect delinquent amounts including attorney's fees and costs.
5. **SPECIAL CONDITIONS** Special conditions to this Lease are listed in Exhibit D.
6. **INSURANCE** Lessee shall procure and maintain throughout the Term of Lease:
 - A. Commercial general liability insurance including: (1) Premises/operations, (2) Products/completed operations hazard, (3) Broad form contractual and (4) Personal injury. This general liability insurance shall cover occurrences in or on any part of the Center and its Premises and appurtenant lands owned by Orange County with limits of liability of not less than \$1,000,000.00 combined single limits for bodily injury and property damage.

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B. The Center agrees to waive subrogation for physical damage claims to the Center's property in excess of the deductible or self insured retention in the Center's property insurance coverage.

A Certificate of Insurance in form acceptable to the Director shall be filed with the Center's Business Department forty-five (45) days prior to the beginning of the Term. The insurance policy shall: (1) name the Center as an additional insured; and, (2) provide that the policies may not be canceled or materially altered until at least thirty (30) days prior written notice has been given to the Center. The insurance carriers providing such insurance shall have no less than an "B+ Class VIII rating" rating according to A.M. Best's rating and shall be authorized to do business in Florida.

7. OPERATIONAL POLICIES The Center's Operational Policies (Policies) as attached or as may be amended are incorporated in this Lease as Exhibit C and are fully binding. Such Policies in effect at the time of the event, will prevail. Any breach of an operational policy by the Lessee, or any party operating under their control, shall be considered a breach of this Lease.

8. EXCLUSIVE SERVICES The Center and its designated providers have sole and total control over, and rights to, the following:

A. Sale and service of food and beverages, including alcoholic beverages. The Lessee, its employees, agents or guests shall not sell or give away any of the items listed unless permission is granted by the Director, or unless the items are a part of an exhibition where the exhibitor is the legal manufacturer and/or distributor.

B. Rigging services.

C. Electrical, gas, water or any other utility installations.

D. All wired and wireless telecommunication services (voice and data), equipment and transmission lines.

E. Business center that provides photocopying, facsimile services, packaging, shipping and receiving. Lessee shall have the right to bring office equipment and supplies into the Center for its use.

9. UTILITIES Rent includes lighting and heating or air conditioning in public concourse areas and meeting rooms during move-in, show and move-out. Air conditioning or heating in exhibition halls is provided complimentary on leased show days for the following activities: show hours, rehearsals and in-hall registration (not to exceed 12 hours per day). Air conditioning or heating in exhibition halls during move-in and move-out, or requested beyond twelve (12) hours on leased show days, shall be provided through mutual agreement at the applicable rate listed in the Personnel & Utility Services Rate Schedule. Lighting in exhibition halls is provided at 50% illumination during move-in and move-out and 100% illumination during show hours.

Exhibits, displays, productions or performances that require utility service beyond the normal service to the Premises are provided at the applicable rate listed in the Personnel & Utility Services Rate Schedule. Utility rates for exhibitors are listed on separate rate schedules.

10. PERMITS AND TAXES

A. The Lessee is responsible for obtaining permits or licenses required by law for Lessee's use of the Premises.

B. The Lessee is responsible for the payment of all taxes, fees and charges required by any legal authority associated with its use of the Premises.

C. Lessee warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during Lessee's use of the Premises, unless Lessee has obtained expressed written permission and license from the copyright or trademark holder. Lessee covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Premises. Lessee is responsible for remitting payment to appropriate agencies for use of copyrighted materials. Lessee will indemnify and hold the Center and its officers, agents and employees harmless from all liability, costs and claims, losses and/or damages (including court costs and attorney's fees) with respect to such copyright or trademark rights.

11. EVENT REQUIREMENTS

A. All program and staffing requirements must be provided to the Center no less than thirty (30) days prior to the beginning of the Term.

B. EVENT SECURITY The Center maintains twenty-four (24) hour building security in the public halls, corridors and grounds. The Lessee is responsible for event security services: securing the leased Premises and support areas from the first hour of move-in through the completion of move-out. A minimum level of event security is required unless otherwise agreed in writing by the Center. The event security service provider must be selected from the eligible list or enter into an agreement with the Center to operate within the facility.

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12. AMERICANS WITH DISABILITIES ACT Concerning the Americans With Disabilities Act and all regulations thereunder, the Center shall be responsible for the permanent Premises access accommodations, such as, but not limited to, wheelchair ramps, elevator standards, door width standards and rest room accessibility. The Lessee shall be responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired, meeting room seating arrangements and exhibition accessibility.
13. DISCRIMINATION The Center and Lessee shall not discriminate against any person because of sex, race, color, religion, ancestry, national origin, or disability. The Center and Lessee shall not directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication that states or implies that any facility or service shall be refused or restricted due to discrimination.
14. CONDITION OF PREMISES The Center warrants that the Premises, including all access areas, common areas, rest rooms and other areas, shall be in good condition throughout the Term, normal wear and tear excepted.
15. HAZARDOUS PROPERTY The Center prohibits the Lessee from bringing any exhibit, equipment, vehicle or material onto the Premises if the Center or Lessee determines such to be dangerous to persons, property or any part of the Premises. The Center shall not be responsible for termination or interruption of any program or event arising from information possessed or threat received by the Center concerning an imminent danger to any part of the Premises or any of its occupants except pro-rata return of moneys paid for rental and services for the period Lessee is denied access.
16. DAMAGE TO PREMISES Lessee is responsible for damage to the Premises caused by Lessee or its employees, agents or guests during the Term. Lessee is granted the right to inspect the Premises prior to the Term, and also no later than forty-eight (48) hours after the Term. The Center shall inspect the Premises to determine if any damage was sustained as a result of Lessee's occupancy. The Center shall: (1) notify the Lessee of the nature and extent of such damage; (2) offer reasonable proof that such damage was caused by or through Lessee's occupancy; and, (3) repair the damage at the Lessee's expense.
17. CONTROL OF CENTER AND PREMISES The Director manages the operations of the Center. The Director may use any part of the Premises at any time providing that such use does not interfere with the Lessee's use of the Center. The Director may remove any person during the Term who the Director believes is disrupting or obstructing the proper operation and management of the Center. The Director shall, to the extent practicable, consult with the Lessee prior to removing anyone from the Center. If such consultation is impractical, the Director shall notify the Lessee after the removal is completed.
18. PREMISES HOLDOVER AND PROPERTY STORAGE Lessee is liable for any claim and/or damage, including but not limited to, rents or costs associated with infringement on the rights of other Lessees resulting from its failure to surrender the Premises at the end of the Term. Should the Lessee fail to surrender the Premises, (1) the Lessee shall pay to the Center the customary rate for the space involved, and (2) the Center shall remove all Lessee's effects from the Premises and treat the same as abandoned. All storage, if required, shall be at the cost, expense and risk of the Lessee.
19. DEFAULT BY LESSEE
 - A. The Lessee is in default of this Lease if it: (1) fails to pay any amounts due the Center under this Lease; (2) breaches any material provision of the Lease; (3) violates any applicable laws during the Term; or (4) becomes bankrupt or ceases doing business.
 - B. Should the Lessee default, the Center may: (1) declare the entire rent for the Term due and payable; (2) give notice of termination with twenty-four (24) hours for the Lessee to resolve or begin to resolve any alleged default; and/or (3) seek other remedies available at law or equity. Any such notice of termination shall not excuse any breach of this Lease. After such a termination, the relation between the Center and Lessee is the same as if the Term fully expired and the Center shall retake possession of the Premises and the Lessee shall pay the full amount of rental due under this Lease together with all other reasonable costs, expenses and damages incurred by the Center as a result of the breach of this Lease. The use of any partial or single remedy shall not prevent the Center from using any other remedy.
20. DEFAULT BY CENTER
 - A. The Center is in default of the Lease if it: (1) fails to provide the Premises on the date(s) and time(s) outlined on Exhibit A; (2) breaches any material provision of this Lease; or (3) ceases doing business.
 - B. Should the Center default, Lessee may: (1) receive the unearned rent paid to the Center under this Lease; (2) give notice of termination with twenty-four (24) hours for the Center to respond to any alleged default; (3) seek other remedies available at law or equity. Any such notice of termination shall not excuse any breach of this Lease.

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- 21. CANCELLATION DAMAGES Should the Lessee reduce or cancel the Premises or Term, the Lessee shall pay one hundred percent (100%) of the rental for the reduced or canceled portion as defined in Exhibit A of this Lease as liquidated damages, and not as a penalty. Such cancellation damages shall be available to the Center if it makes a reasonable effort, in the normal course of business, to re-let the Leased Premises. Should the space or any portion of it be re-let, the amount received by the Center for such re-let will offset Lessee's liquidated damages.
- 22. LIABILITY Notwithstanding anything in the Lease to the contrary, each party shall be liable for the negligent or willful acts or omissions of its employees, officers, agents, directors, invitees, contractors, or others acting on its behalf or within its authority. Nothing contained herein shall constitute a waiver of Center's sovereign immunity under the laws of the State of Florida in accordance with Section 768.28 Florida Statutes.
- 23. UNAVAILABILITY OF PREMISES (FORCE MAJEURE) In the event that (A) the Premises are not available for occupancy during the Term due to fire, casualty or hurricane, or (B) all practical use of the Center by Lessee is prevented by labor strikes against the Center (but not labor strikes against Lessee or against any person admitted to the Center by Lessee), or by Acts of God, national emergency, riots, or by governmental directive to the Center, then the Center or Lessee may cancel this Lease upon notice to the other. In such event, neither party shall have any claim against the other by reason of cancellation. In the event of interruptions due to such unavailability, Lessee shall be liable only for earned rents and incurred additional charges otherwise due under this Lease. Deposits received in excess of the amount due shall be returned to the Lessee.
- 24. WAIVER No waiver by either party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or remedy.
- 25. ASSIGNMENT Neither party shall assign any of its rights under this Lease without the written consent of the other party.
- 26. INTEGRATION, SEVERABILITY, APPLICABLE LAW This Lease and its attached Exhibits constitute the entire agreement between the parties and supersede any previous understandings between the parties. Changes to this Lease must be made in writing initiated from the Center by Addendum and signed by both parties; provided, however, that for no-cost changes the Center may issue a unilateral Addendum based on Lessee's verbal or written requests. If any provision in the Lease is invalidated, all remaining provisions shall continue in full force and effect, unless terminated under Paragraph 19 or 20. The laws of the State of Florida govern this Lease and any litigation concerning this Lease shall be instituted only in the Circuit Court sitting in Orange County, Florida. Lessee hereby agrees to accept service of process by mail and waives any jurisdiction or venue defenses otherwise available.
- 27. NOTICES Any notices must be sent by electronic mail or facsimile transmission with return acknowledgment by receiving party or by Certified Mail, return receipt requested, to the addresses shown above.
- 28. COUNTERPARTS CLAUSE AND ORDER OF PRECEDENCE This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument. If there are any conflicts between the Lease paragraphs, one through twenty-nine (Controlling Paragraphs) and any attachment, schedule or exhibit, the Controlling Paragraphs shall control.
- 29. TIME FOR EXECUTION This Lease is due in the Center's Business Department by «Contract_Due_Date1». The persons signing this Lease on behalf of the Center and Lessee, respectively warrant that they are authorized to make this agreement on behalf of the Center and Lessee, respectively, and have the authority to bind the Center and Lessee to this Lease.

LESSEE

By: (Print) _____

Title: _____

Signature: _____

Date: _____

ORANGE COUNTY CONVENTION CENTER

By: Jan Addison

Title: Business Manager

Signature: _____

Date: _____