
USE LICENSE AGREEMENT

BY AND BETWEEN

SMG AND

DATED:

CONTRACT #

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "**Agreement**") is dated as of the __ day of **JUNE 2008**, by and between SMG, a Pennsylvania general partnership, with an address at 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA 19428 ("**SMG**"), and **CLIENT NAME**, whose current address is **CLIENT ADDRESS** (the "**Licensee**").

BACKGROUND

SMG is a party to a certain management agreement (the "**Management Agreement**") dated as of May 14, 1997, with Salt Lake County (the "**Owner**"), whereby SMG has been retained to act as Owner's managing agent in respect to a facility commonly known as South Towne Exposition Center (the "**Facility**"), located at 9575 South State Street, Sandy, Utah, which is owned by Owner. Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner's behalf relating to the use of the Facility. Accordingly, SMG, as agent for Owner, desires to grant to Licensee, and Licensee hereby accepts from SMG, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Use of the Facility.**

- (a) SMG hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "**Authorized Areas**"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "**Event**").
- (b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from SMG prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as an additional license fee an amount equal to the sum of SMG's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by SMG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).
- (c) Licensee's failure to vacate the Authorized Areas upon the completion of the time of use shall constitute a material default hereunder in addition to other defaults identified herein. If Licensee fails to vacate the Authorized Areas of the Facility upon completion of the time of use, Licensee shall pay SMG the greater of, the daily published use rate of the space not vacated identified in Exhibit A attached hereto or the amount of actual damages incurred by SMG due to Licensee's failure to vacate the Authorized Areas upon completion of the time of use.
- (d) Licensee acknowledges that, in connection with SMG's management and operation of the Facility, SMG utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Licensee hereby agrees that SMG and the owner shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-party Contractors.
- (e) Floor Plans and Descriptions.
 - (i) At least eight (8) weeks prior to the first Event, Licensee shall provide to SMG, for SMG's and the Sandy City Fire Marshal's approval, five (5) copies of a full and complete floor plan for the Event, and if requested, furnish a description of all electrical, communications systems, and plumbing work anticipated to be needed for the Event. Based upon a review by SMG and such Fire Marshall of the foregoing materials, SMG may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as SMG may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.
 - (ii) At least four (4) weeks prior to the first Event, Licensee shall provide to SMG information relating to room or hall set-up(s), staging, and event personnel requirements.
 - (iii) Licensee shall be solely liable for any and all losses arising from Licensee's failure to deliver to SMG the materials described in Subsections (i) and (ii) of this Section 1(e) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

2. **Purpose.**

- (a) The Facility is to be used by Licensee solely for the purpose of **EVENT NAME** and only for the purpose of **EVENT TYPE**. In its use of the Facility, Licensee shall comply with the provisions of any booking policy (the "**Booking Policy**") promulgated by SMG for the Facility; provided, however, that this Agreement shall prevail in the event of any conflict between the Booking Policy and this Agreement. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or inappropriate purpose, the determination of which shall be in the sole discretion of SMG, or in any manner so as to injure persons or property in, on, or near the Facility.
- (b) Licensee shall be solely liable for all losses occurring at the Facility (whether within or without an Authorized Area) caused to SMG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 15(m) hereof (relating to intellectual property matters), Section 16 hereof (relating to the Civil Rights Act), and Section 17 hereof (relating to the Americans with Disabilities Act).
- (c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with SMG's General Rules and Regulations, a copy of which shall be provided upon request, including fire and safety rules as required by SMG and/or local fire regulations, as such may exist from time to time. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable, non-discriminatory grounds, be objected to by SMG and such person's right to use the Facility may be revoked immediately by SMG.
- (d) Licensee acknowledges that (i) its use of the Facility strictly for the purpose set forth in Section 2(a) and in accordance with the Booking Policy (including definitions for types of uses that are set forth in the Booking Policy) and material provisions of this Agreement and of SMG's grant of a license to Licensee; and (ii) in reliance on the foregoing, SMG might grant third parties (collectively the "**Protected Licensee**") exclusive rights to use the Facility and/or one or more other facilities managed by SMG in the state of Utah (collectively the "**Protected Facilities**") for certain events (the "**Protected Events**") (sometimes referred to by SMG as "**Date Protection**"). Accordingly, Licensee shall indemnify and hold harmless SMG, Owner and their successors, assigns, professionals and legal representatives (collectively the "**Indemnified Party**") from and against any and all losses, damages, claims, injuries, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorney's fees, whether they are incurred with or without the filing of a suit or on appeal or otherwise, and whether they relate to the defense of any claims made against the Indemnified Party by third parties or to the enforcement of the indemnity by the Indemnified Party against Licensee), liabilities, judgments and liens, of whatever kind of character (collectively the "**Claim**") that are caused by, that relate to or that arise out of (I) Licensee's failure to use the Facility strictly for the purpose set forth in Section 2(a). (II) Licensee's failure to comply with the Booking Policy or (III) the Event's being (or purporting to be) in competition with the Protected Event, whether those claims are asserted by the Protected Licensee or others. At SMG's option, Licensee shall undertake the defense of all or any portion of a Claim at its own expense and with legal counsel reasonably acceptable to SMG.
- (e) If Licensee purchases Date Protection in connection with this Agreement, then: (i) Licensee acknowledges that SMG will make a commercially reasonable effort to assure that no uses will occur at applicable Protected Facilities that violate the Date Protection, but that SMG cannot guaranty against all possible violations of Date Protection; (ii) LICENSEE'S SOLE REMEDY WITH RESPECT TO ANY BREACH OF DATE PROTECTION BY SMG OR THOSE LICENSING FROM SMG SHALL BE TO OBTAIN A REFUND OF THAT PORTION OF THE "LICENSE FEE" (AS HEREAFTER DEFINED) THAT EQUALS THE DAMAGES SUSTAINED BY LICENSEE, BUT IN NO EVENT MORE THAN THE TOTAL LICENSEE FEE; AND (iii) IN NO EVENT SHALL SMG BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY LICENSEE OR OTHERS CLAIMING BY, THROUGH OR UNDER LICENSEE IN CONNECTION WITH THE BREACH.

3. **Condition of Facility.**

- (a) Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility in its present condition.

- (b) SMG shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that any damages to the Facility and its appurtenances, caused by Licensee or its officers, directors, agents, employees, Licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair.
- (c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of SMG. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of SMG, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of Owner
4. **Term of License.** The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 13, until the date and time set forth on Exhibit A.
5. **License Fee and Service Expenses.** In consideration of the grant of the license in Section 1 above, Licensee shall pay to SMG a license fee and shall reimburse SMG for certain service expenditures, all as calculated in accordance with the provisions set for the below and in accordance with generally accepted accounting principles, consistently applied:
- (a) License Fee. Licensee shall pay a license fee (the "License Fee") equal to (i) **[Amount]** (\$), **which amount may be subject to the adjustment as set forth in Exhibit A.**
- (b) Reimbursable Service Expenses.
- (i) SMG shall provide, at the sole expense of Licensee, and in addition to the fee described above, the following services, as required for each Event (collectively, the "**Services**"), the expenditures for which (the "**Service Expenses**") shall be reimbursed by Licensee to SMG: ticket takers, ushers, door guards, and supervisors; medical services for Event attendees, which services shall include Emergency Medical Technicians and supervisors; utility hook-ups, including electricity, gas, cold water, and waste removal and custodial services in exhibit areas; electricians and mechanical plant staff; audio services; and special facilities, equipment and materials, or extra services furnished by SMG at the request of Licensee or as outlined in Exhibit B attached hereto.
- (ii) SMG shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that some of the Services are contracted services, the costs of which are subject to change.
- (c) Services provided by SMG. SMG shall furnish, without additional costs to Licensee, normal heat or air conditioning during Event, overhead lighting, use of restrooms facilities and janitorial services (consisting of cleaning of common public areas meeting rooms and restrooms) and one standard set-up per contracted Authorized Area for meetings, general sessions, and banquets.
6. **Exclusive Services.**
- All concession rights are reserved to SMG and its assigns and SMG or its agents shall have the sole right to sell, give away or dispense food, novelties, beverages, periodicals and other merchandise, at its discretion. Operator may utilize any unused space or erect portable concession stands as needed for servicing of Licensee's patrons, within the Facility for this purpose. Neither Licensee nor Licensee's exhibitors shall give away or sell items under the terms of this Agreement without express written consent of the Operator.
- The Facility reserves the sole right to operate a Business Center for the purpose of providing business services to Licensee and Licensees' exhibitors or invitees. Business services include, but are not limited to small package shipping, equipment rental, copying, faxing, cellular telephone rental, etc. Licensee shall not contract with an independent contractor to operate a such a Business Center in the Facility.
7. **Abandonment or Vacation of Facility.** In the event that the Licensee fails, neglects or refuses to remove its property, or property of any of its subcontractors, from the authorized areas of the Facility or related parking lots and driveways promptly upon a termination for default or after the time specified for removal thereof, said property shall be deemed abandoned and SMG shall have the right to remove, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee.
8. **Non-Exclusive Use.** Operator shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space.

9. **Payment Terms.**

- (a) License Fee. The License Fee set forth in Section 5(a) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto.
- (b) Service Expenses. Based upon a statement of expenses prepared by SMG, Licensee shall reimburse SMG for all Service Expenses within 30 days (thirty) days in receipt of invoice.
- (c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to SMG a late charge of 1.5% per month on the unpaid balance.

10. **Taxes.** SMG shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect to any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, and indemnify Operator and Owner from the same, whether ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

11. **Insurance.**

- (a) Licensee shall, at its own expense, secure and deliver to SMG not less than thirty (30) days prior to the commencement of this Agreement and shall keep in force at all times during the term of this Agreement:
 - (i) A commercial general liability insurance policy in form acceptable to SMG, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability and independent contractors.
 - (ii) Commercial automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, SMG, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and
 - (iii) Applicable workers compensation insurance for Licensee's employees, as required by applicable law.
- (b) The following shall apply to the insurance policies described in clauses (a) (i) and (ii) above:
 - (i) SMG and Salt Lake County shall be named as additional insureds thereunder. Not less than thirty (30) days prior to the move-in date set forth on Exhibit A, Licensee shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without consent of SMG or Owner nor without first giving thirty (30) days' written notice thereof to SMG, General Manager, Salt Palace Convention Center, 100 South West Temple, Salt Lake City, Utah 84101." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to SMG at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.
 - (ii) Licensee hereby acknowledges that the coverage limits contained in any policy shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 12 below.
- (c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against SMG and Owner and their respective officers, directors, employees and agents. This does not apply to those acts, errors or omissions resulting from the sole negligence of SMG.

12. **Indemnification.**

Licensee shall indemnify, defend, and hold harmless SMG, Owner, and their respective officers, directors, agents, and employees from and against any and all losses arising from (i) the matters described in Section 1(e)(iii) hereof, (ii) the matters described in Section 2(b) hereof, (iii) the matters described in Section 15 hereof, and/or (iv) personal or bodily injury to or death of persons or

damage to or theft of the property of SMG or Owner to the extent caused by the negligent acts, errors and/or omissions or the intentional or willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees. Licensee shall also indemnify SMG and the other Indemnified Parties as set forth in Section 2(d) hereof. The provisions set forth in this section shall survive termination of this Agreement.

13. **Default, Termination and Other Remedies.**

- (a) **Default.** Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails to pay any amount due hereunder (including, without limitation, the License Fee or the Service Expenses) when the same are required to be paid hereunder, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other material term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any material term, covenant, or condition contained in this Agreement and SMG fails to commence a cure thereof within five (5) business days after SMG has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, at the sole discretion of SMG, then SMG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately if an emergency.
- (b) **Termination.** Upon a default pursuant to Section 13(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto.
- (c) **Injunctive Relief.** In addition to any other remedy available at law, equity, or otherwise, SMG shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.
- (d) **Unique Qualities.** The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to SMG by reason of this Agreement are unique and that SMG may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore SMG, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility.
- (e) **Liquidated Damages.** If Licensee cancels any Event covered by this Agreement, then Licensee agrees to pay to Operator the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages and that such damages could not otherwise be calculated:
 - i) If Licensee cancels more than one year before the first scheduled day of the Event, Licensee shall forfeit the initial deposit made to Operator, which is twenty-five percent of the total Licensee Fee shown in Exhibit A as liquidated damages.
 - ii) If Licensee cancels more than six months before the first scheduled day of the Event, but less than one year before the first scheduled day of the Event, one half of the Licensee Fee shown in Exhibit A shall be payable to Operator as liquidated damages within 10 days of invoice.
 - iii) If Licensee cancels less than six months before the first scheduled day of the event, then the entire License Fee shown in Exhibit A shall be payable to Operator as liquidated damages within 10 days of invoice.
- (f) **Costs of Enforcement.** If there is a dispute concerning this Agreement or if a party seeks to enforce its rights under this Agreement, then the non-prevailing party shall pay all reasonable costs and expenses that the prevailing party incurs in connection with the dispute or enforcement or in pursuing any remedy provided hereunder or by relevant statutes or other laws, including, without limitation, attorneys' fees and advanced costs; postage and delivery, credit check and other out of pocket expenses incurred by the prevailing party; fees and expenses of collection agencies (whether based on a percentage of the amount owed by the non-prevailing party, an hourly fee, a fixed fee or otherwise), and whether such costs and expenses are incurred with or without suit; before or after judgment, in any appeal; in any proceedings under any present or future federal bankruptcy act or state receivership act; or in connection with any mediation, arbitration or other alternative dispute resolution proceeding initiated by the parties.

14. **Representations and Warranties.** Each party hereby represents and warrants to the other party, and agrees as follows:

- (a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and
- (c) No litigation or pending threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

15. **Covenants.** Licensee hereby covenants as follows:

- (a) Licensee shall not occupy or use the Facility except as provided in this Agreement.
- (b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.
- (c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.
- (d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of SMG.
- (e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of SMG. If approval is granted by SMG, then all monies received from such broadcast will be considered as revenues for which Operator may seek additional fees.
- (f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of SMG, and as allowed by applicable law and regulation.
- (g) Licensee shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.
- (h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
- (i) Licensee shall abide by and conform to all policies and procedures and fire safety rules and regulations adopted or prescribed by SMG, a copy of which has been provided to Licensee and the terms of which are incorporated by reference herein.
- (j) Licensee shall not encumber, pledge, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG.
- (k) Licensee agrees to abide by all Salt Lake County, Sandy City and State of Utah policies and ordinances regarding the placement and posting of advertising and event announcement signage. The Licensee also agrees to accept responsibility for the actions of all contracted advertising and sign posting companies.
- (l) In permitting the use of the space hereinbefore mentioned, Operator does not relinquish, and does hereby retain, the right to enforce all rules for the management and operation and maintenance of such space. Representatives of Operator and Owner may enter the Authorized Areas at any time and on any occasion without any restrictions whatsoever. The Facility shall at all times be subject to Operator's right to control.
- (m) With respect to any Event at the Facility, Licensee shall comply fully with any and all federal, state, foreign, local, and municipal intellectual property statutes, laws, regulations, ordinances, rules, constitutional provisions, common laws, and rights of others in any copyrights or other intellectual property rights applicable to Licensee's activities at the Facility, including, without limitation, compliance with any licenses for the use of musical works and other matters protected by intellectual property rights of others.

16. **Civil Rights Act.** During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

17. **Americans With Disabilities Act.** With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended (“ADA”). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee’s responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee’s usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee’s reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee’s usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.
18. **Copyrights and Proprietary Material.** Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the Event. Licensee shall indemnify, defend and hold harmless Operator and all other indemnitees designated in section 12 hereof from any liability, claim or costs, including attorney’s fees, arising from the use of any such materials or such claims of infringement or violation of the rights of their Owner.
19. **Construction of this Agreement**
- (a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of Utah, without giving effect to the conflict of law principles thereof.
 - (b) Section Headings. The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.
 - (c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of SMG and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.
 - (d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, then the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.
 - (e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.
 - (f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee’s right upon and subject to the terms hereof.
 - (g) Independent Contractor; No Partnership. SMG and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.
 - (h) Singular and Plural; Gender. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular, and each gender shall include all other genders.
20. **Miscellaneous.**
- (a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.
 - (b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of SMG.
 - (c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier

services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt;(or the date that delivery is refused); in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to SMG:

SMG

SALT PALACE CONVENTION CENTER
100 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84101
Attention: General Manager

If to Licensee:

Attention: Mr.

- (d) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of SMG, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, SMG is hereby released by Licensee from any damage so caused thereby.
- (e) Reservation of Rights. As a publicly owned facility, Salt Lake County retains the right, under the Constitution of the State of Utah (Article XIV Sec. 3), to decline to provide funding for the operation of the Facility in the sole discretion of the County. Where such non-funding renders performance of this Agreement difficult, impractical, or impossible, it shall not be considered a default under or breach of the terms of this Agreement and the Operator and the County will not be liable for such failure to perform, except there shall be a pro-rata reduction in the consideration which would otherwise be payable or due under this Agreement.
- (f) Construction. SMG shall notify Licensee of any construction or remodeling to be performed in the facility immediately prior to or during the event. Although SMG does not anticipate any significant interference with the **EVENT NAME**, some impact from noise or construction interruption is possible. If construction on the South Towne Exposition Center creates noise or similar construction activities that interfere in any material way with the **EVENT**, then (i) Licensee must give SMG written notice of the interference within 30 days after the conclusion of the **EVENT** (ii) as warranted by the interference SMG will reduce the License Fee proportionately, in an amount that is mutually acceptable to both Operator and Licensee. Notwithstanding the foregoing, however, in connection with any interference: (A) neither SMG nor Owner will be responsible for any incidental or consequential damages resulting from the interference: and (B) in no event shall SMG or Owner be liable to Licensee from any amount greater than the License Fee.
- (g) BY SIGNING THIS AGREEMENT AND SUBMITTING AN ADVANCE PAYMENT OR DEPOSIT TO SMG, LICENSEE IS MERELY MAKING AN OFFER TO SMG TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING ON THE PARTIES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT. Until SMG executes and delivers this Agreement, any advance payment that SMG deposits shall be held in trust for Licensee and shall be refunded to Licensee if the Agreement is not accepted by SMG. LICENSEE MAY NOT RELY ON ANY VERBAL ASSURANCES MADE BY SMG'S PERSONNEL OR UPON THE AVAILABILITY OF ANY REQUESTED DATES, AUTHORIZED AREAS OR USES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT.

SMG, as agent for **Salt Lake County** owner
of **South Towne Exposition Center**,
9575 South State Street
Sandy City, Utah 84070

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT A TO USE LICENSE AGREEMENT

<u>Authorized Area</u>	<u>Day</u>	<u>Date</u>	<u>Time of Use</u>	<u>Purpose</u>	<u>License Fee</u>
				Total	

**If Licensee spends at least \$2,112.00 in food and beverage purchases at the Event (excluding sales taxes, services and alcohol sales), then the rental fee of \$528.00 for Meeting Room 300A-B will be waived. If Licensee does not spend at least \$2,112.00 then the License fee shall be increased to \$1,320.00 (the Substitute License Fee”). However, Licensee shall receive a credit up to \$528.00 against the Substitute License Fee in an amount equal to 25% of the actual sales of food and beverages at the Event (excluding sales taxes, services charges and alcohol sales). In any event, the Substitute License Fee (rather than the License Fee shown in the foregoing table) shall be used for the purpose of calculating liquidated damages under Section 13(e) of the Agreement.

EXHIBIT B

EXHIBIT B TO USE LICENSE AGREEMENT
SOUTH TOWNE EXPOSITION CENTER

License Fees/Service Expenses

1. Additional Reimbursable Service Expenses.

In addition to the fixed License Fee set forth in Section 5(a) above, Licensee agrees to pay additional reimbursable Service expenses, including the Services described in Section 5(b) above. At the request of Licensee, the following special facilities, equipment, materials, and extra services will be furnished by SMG for the Event at the prices indicated: To be determined upon the conclusion of the Event.

2. Payment of License Fee.

Fixed License Fee: The fixed License Fee set forth in Section 5(a) above shall be paid in accordance with the following schedule:

Payable

Payment Due Date

\$ [date] (Initial deposit toward License Fee due upon execution of Agreement.)
(Please return signed Agreement & deposit by due date as noted above; however, the Agreement is not accepted until SMG executes and delivers the Agreement – see Section 20(f) above.)

\$

\$ [date]
(Final payment of License Fee due thirty (30) days prior to occupancy and use of the facility).