



SPECIAL EVENT LICENSING AND RENTAL AGREEMENT FOR THE USE OF THE CITY HALL COMPLEX

THIS SPECIAL EVENT LICENSING AND RENTAL AGREEMENT FOR THE USE OF CITY HALL (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the City of Las Vegas (the “City”), a municipal corporation within the State of Nevada, and _____ (the “Licensee”), _____ [INCLUDE TYPE OF LEGAL ENTITY AND STATE OF CREATION][IF THE LICENSEE IS AN INDIVIDUAL, THEN STATE “IN HIS INDIVIDUAL CAPACITY”].

RECITALS

The city will not consider utilizing space for any event that does not demonstrate a broader community impact either through a business, nonprofit organization, or an event designed to enhance professional development of city of Las Vegas residents. As such, personal events, such as birthday parties, weddings, receptions, etc. will not be considered eligible.

1. GRANT OF LICENSE AND RIGHT TO SUBLICENSE. The City does hereby license to Licensee, and Licensee does hereby license from the City, the use of that area or areas within the City Hall Building, and/or that portion of the premises outside the City Hall Building, which are specifically identified in Section 2 below (the “Site”). The actual location of the area or areas within the City Hall Building and, if applicable, the outside premises, which comprise the Site licensed for use by the Licensee pursuant to this Agreement, is described and depicted in the City Hall Policy.

The Site is licensed solely for the purposes of the Event described in Section 2 below. As condition to the issuance of license for use of the Site, the Licensee agrees to comply with all of the requirements set forth in the City Hall Rental Policy, which is incorporated herein as a part of this Agreement. Licensee hereby acknowledges receipt of a copy of the City Hall Rental Policy prior to the execution of this Agreement.

In addition to the license granted herein, the City hereby grants to the Licensee the right to sublicense the use of the Site to such vendors, concessionaires, entertainer, exhibitors or other entities (The “Sub-Licensees”), which are necessary or desirable to hold the Event, provided the City has approved the Sub-licensee for the Event. The Licensee shall provide to the City the name of each Sub-Licensee and such other information as may be required no later than 10 days before the Event. The City reserves the right to deny in its sole discretion the approval of any Sub-Licensee for the Event. The Licensee may not sublicense the Site, or any portion thereof, to another overall producer or promoter without the written consent of the City.

2.

LICENSED SITE, RENTAL FEE AND ESTIMATED REIMBURSABLE COST. For purposes of this Agreement, the Site consists of the interior and/or exterior areas located within the City Hall Complex if the box has been appropriately checked below. The actual interior and/or exterior location within the City Hall Complex which is the subject of this Agreement is described in the City Hall Rental Policy.



RENTAL RATE CHART

Room	Capacity	Commercial	Non-Profit	Alcohol
Council Chambers	458	\$1,500	\$800	NO
Outside Plaza	100	\$150	\$75	YES upon approval
Outside Plaza/Lobby	250	\$650	\$350	Yes upon approval
Lobby only	200	\$500	\$200	Yes upon approval
Achievement Room 1	25 990 sq. ft.	\$200	\$100	Yes upon approval
Creativity Room 2	25 720 sq. ft.	\$200	\$100	Yes upon approval
Teamwork *Room 3	30 932 sq. ft.	\$200	\$100	Yes upon approval
Integrity *Room 4	30 870 sq. ft.	\$200	\$100	Yes upon approval
Ownership *Room 5	30 870 sq. ft.	\$200	\$100	Yes upon approval
*These three rooms have separation walls and if combined total 2,672 squarefeet.				
Room	Capacity	Commercial	Non-Profit	Alcohol
NOW Cafeteria	125 3,170 sq. ft.	\$250	\$175	Yes upon approval
Outside Patio	8,800 sq. ft.	\$550	\$400	Yes upon approval
Service	Fee			
A/V Staff	\$75/hour with a 3 hour minimum			
Maintenance/Cleaning	\$150 flat fee			
Security	\$14.95/hour with a 4 hour minimum			
Note: Staff requirements will be determined once event details have been confirmed. An estimate will be provided to you at that time.				

Room pricing is based on a 10 hour day (7am to 5pm), Monday through Thursday. Pricing for fewer hours, after hours or on weekends will be determined based on your event/meeting needs.

3. EVENT DESCRIPTION. The Licensee agrees that the Site will be used solely for the purpose of the following described event: _____ (the “Event”).

4. EVENT DATE. The Event will be held on the following date(s): _____.

5. LICENSE TERM. This Agreement will commence as the date set forth above (which date will be the date of execution by the City) and will terminate on _____ (the “License Term”). The License’s right to use the Site shall terminate with expiration of the License Term. Any need to set-up, tear down and remove any equipment or other items of personal property shall be completed prior to the expiration of the License Term.

6. RENTAL FEE AND REIMBURSEABLE COSTS. As consideration for the license granted herein to use the Site for the Event, Licensee agrees to pay the Rental Fee set forth in Section 2 above, which has been determined by the City in accordance with the City Hall Rental Policy previously provided to the Licensee.

The Rental Fee and the Estimated Reimbursable Costs must be paid by check, made payable to City of Las Vegas, approximately 2 weeks before the Event. If the payment is not received in full by this deadline, Licensee will be denied use of the Site.

7. SECURITY DEPOSITS. In addition to payment of the estimated rental fee and if so determined to be appropriate by City because of the nature of the Event and proposed used of the Site, the City may require the Licensee to pay a Refundable Security Deposit of \$1,500.00. The Security Deposit required herein has been determined by the City in accordance with the City Hall Rental Policy. The Security Deposit secures reimbursement of the City for (i) any deficiency determined pursuant to Section 7 below concerning reimbursable costs incurred by the City, (ii) the out of pocket expenses made by the City on behalf of the Licensee for the Event, (iii) the costs of clean-up in the event that the Licensee fails to return the Site to its original condition (reasonable wear and tear excepted) after the Event, or (iii) any damages inflicted on or to the Site as a result of the Event. If the any of the deposits identified as a, b, or c above is insufficient to cover the costs incurred by the City associated with that the deposit, the City may deducted the deficiency from the other deposits.

The Security Deposit is to be paid by check, issued in the name of the “City of Las Vegas”, which is payable at the same time as the Rental Fee and the Estimated Reimbursable Costs are due the City as set forth in Section 6 above, unless a different date is otherwise agreed to by the City.

8. SETTLEMENT OF ACTUAL AND ESTIMATED REIMBURSABLE COSTS. A final determination of the actual reimbursable costs incurred by the City shall be made no later than three (3) weeks following completion of the Event. The actual reimbursable costs will be determined in accordance with the City Hall Rental Policy. If the Estimated Reimbursable Costs previously paid to the City pursuant to Section 7 above exceeds the total amount of the actual reimbursable costs incurred by the City for the Event, then any overcharge in will be refunded to the Licensee. If the actual reimbursable costs incurred by the City exceed the previously paid Estimated Reimbursable Costs, then the deficiency will be deducted from the Security Deposit. If the Security Deposit is not sufficient to cover the aforementioned deficiency, Licensee agrees to remit payment of the deficiency within 5 days of receipt of an invoice from the City.

- 9. RIGHT OF TERMINATION.** The City shall have the right, at its option, to terminate this Agreement, and the license granted hereunder, if the Licensee fails to perform its obligations, or fails to comply with the terms and requirements imposed under this Agreement. In the event of such failure, the City may reenter and retake possession of the Site, remove all persons therefrom, and seek any legal proceeding, if necessary, to obtain such possession. Any cost incurred by the City in recovering possession of the Site, including reasonable attorney fees and court costs, shall be paid by the Licensee.
- 10. CANCELLATION BY LICENSEE.** If the Licensee desires to cancel this Agreement, and written notification is given to the City pursuant to Section 29 below, the Licensee shall be entitled to return of the previously paid Security Deposit and the previously paid Estimated Reimbursable Costs after deducting any actual reimbursable costs incurred by the City. If the Licensee has not previously paid the Estimated Reimbursable Costs to the City, then such actually incurred costs and any damages suffered by the City as a result of the cancellation shall be deducted from the Security Deposit, and the balance remaining thereafter, if any, refunded to the Licensee.
- 11. FORCE MAJEURE.** Neither the City nor the Licensee shall be liable for failure to comply with the provisions of this Agreement if such failure is caused or due to the acts or regulations of public authorities, labor difficulties, civic tumult, strike, epidemic, acts of God, or any cause beyond the control of the City or the Licensee.
- 12. TERMINATION.** The City may terminate this Agreement if the Licensee fails to perform any of its obligations under this Agreement. Upon termination of this Agreement for whatever reason, Licensee agrees to promptly remove, at Licensee's expense, all of its property from the Site within 24 hours and to forfeit all advance payments made to the City for use of the Site.
- 13. CITY HALL POLICY.** The Licensee agrees to observe and abide by all the City Hall Policy concerning the use of the Site, including, without limitation, 1) the prohibition of smoking anywhere on or within the City Hall Complex; 2) the use of City of Las Vegas licensed liquor caterers only for the provision of any approved liquor service; and 3) compliance with LVMC Title 6.50 concerning liquor service.
- 14. EVENT SECURITY.** The Licensee is responsible for complete security of the Site. All security arrangements are subject to approval by the City and the Deputy City Marshals Unit of the Department of Detention and Enforcement. No later than 21 days prior to the date of the Event, the City and the Licensee will meet to discuss the security requirements for the Event. As a result to that meeting, the City will determine whether the security will be provided an independent security company or by the Deputy City Field Marshals Unit of the City. If the security is to be provided by the Deputy City Field Marshals Unit, a cost estimate for such security will be provided to the Licensee, which shall be paid to the City within five (5) days of the receipt thereof. If the security is to be provided by an independent security company, the Licensee will be responsible for contracting for the services of such company. The number of required security personnel will be determined by the City based on the anticipated attendance at the Event. The Licensee will be responsible for the conduct of all persons allowed entrance into the Event.

15. INSURANCE.

a. No later than 21 days prior to the Event, Licensee agrees to obtain and furnish to the City as a condition precedent to any entry onto the Site, a certificate showing that there is in effect a policy of Comprehensive General Liability Insurance, which is at least as broad as the CG 00 01 form, in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. This coverage should include products and completed operations, include coverage for liquor sales, if applicable, broad form property damage coverage and broad form contractual liability. Such coverage shall be on an “occurrence” basis and not on a “claims made” basis.

The City, its officers, employees and agents shall be named as additional insured parties under such General Liability Policy and such notation shall appear on the certificate of insurance furnished by the Licensee’s insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance company’s rating as shown in the latest Best’s Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Licensee, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires that the insurance company issuing the policies required herein have and maintain a Best’s Key rating of A VII or higher. The certificate of insurance evidencing the coverage required herein shall indicate that the insurance company or the Licensee cannot cancel the insurance without at least 30 days prior written notice to the City. Any language to the effect that the insurance company or surety company will “endeavor to inform” the City of cancellation or material change in coverage must be stricken from the certificate of insurance.

b. The parties agree that the amount of coverage for the policies of insurance required herein in no way limit the liability of the Licensee. The insurance required herein shall provide coverage for the full period of the Licensees use and possession of the Site.

c. The Comprehensive General Liability Policy shall have a waiver of subrogation endorsement relieving the City from any and all liability to Licensee as a result any direct or imputed act by the City.

d. The Licensee shall be responsible for and insure against bodily injury and property damage caused by the acts or omissions of the Licensee and its Sub-Licensees, and their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Licensee will not do, or permit to be done, anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site.

e. All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed \$10,000 without the prior written approval of the City.

16. INDEMNIFICATION. The Licensee agrees to defend, indemnify and hold the City, its officers and employees (the “Indemnified Parties”) harmless from any and all liability, claims, demands, damages, losses, judgments, costs, fines, penalties, interest or expenses including, without limitation, reasonable attorney fees and court costs (collectively the “Claims”), for (i) any injury or wrongful death to any person (including, without limitation, any attendees at the Event) or damage to any property resulting from or arising out of the Event, (ii) any use of the Site by the Licensee, or (iii) any material breach by the Licensee of the provisions of this Agreement.

For each and every claim brought against the indemnified Parties, or any of them, the Indemnified Parties shall promptly notify the Licensee in writing, and the Licensee shall immediately assume the defense or payment of such Claims, with counsel reasonably satisfactory to the Indemnified Parties. In the event that the Licensee fails to provide such defense, the Indemnified Parties, and each of them, shall have the right, but not the obligation, to defend against the Claims, and to charge the cost thereof to the Licensee.

17. SITE INSPECTION. The City and Licensee shall jointly inspect the Site prior to installation of any temporary improvements to determine and document its current condition, and to determine the existence with any hazards that need to be avoided for the uses contemplated by Licensee. Licensee accepts the Site in an “as is” condition. Subsequent to the Event, the City and Licensee shall jointly inspect the Site during move-out to determine whether any changes have occurred in the condition of the Site, which is directly attributable to Licensee’s occupancy and use thereof, and to document any cleanup or other restoration of the Site that may be required of Licensee.

18. SITE IMPROVEMENTS. No Site work or temporary improvements shall be performed to the Site without prior consent of the City. Licensee specifically agrees not to nail, tape, and screw anything into the floors or wall of the City Hall Building.

19. CARE OF SITE. Licensee, at its own expense, shall at all times keep the Site safe, sanitary and free from an unsightly condition and shall return the Site to the City upon the expiration or termination of this Agreement in a clean condition, which includes the removal of all trash and debris, and the removal of all rental furniture equipment, food and beverages. Licensee agrees and covenants to return the Site to the City without any liens or claims recorded against the Site. In the event the Licensee fails to perform the requirements of this Section, the City may do all things necessary to restore the Site to the condition required herein, charging the actual cost thereof to Licensee. The City may, in conjunction with routine maintenance duties, provide daily cleaning support in the form of trash pickup and street sweeping activities at the Site and surrounding areas. The level of this support is at the sole discretion of the City.

20. EXPIRATION OF LICENSE TERM. Prior to the expiration of the License Term hereinabove set forth, the Licensee shall vacate the Site, leaving it in as good condition and repair as before the Licensee’s use thereof and shall have performed prior to such vacation the permanent dust treatment required under Section 9 to the satisfaction of the City. In the event the Licensee holds over and fails to surrender possession of the Site at the time herein agreed, then and in that event, the Licensee agrees to pay the City for the hold-over period the amount of \$50.00 per day or any part of a day, and the same does not preclude the City from collecting other damages in the event damages do occur as a result of such hold-over. If the Licensee vacates the Site prior to the expiration of the contracted time of occupancy, the City will assume beneficial control of the Site and the License Term will terminate. In addition, the Site shall be free of any claims or liens recorded against and encumbering the Site.

21. PROPERTY LEFT ON SITE. The Licensee shall remove from the Site on or before the termination of occupancy herein, all temporary structures, and all personal property, goods, and effects belonging to Licensee, or otherwise brought upon the Site for purposes of the Event by the Sub-licensees. If any such personal property is not removed at the above stated time, the City shall have the right to dispose of any such property, for which the Licensee agrees to pay a reasonable fee and all expenses incurred by the City. The City shall be held harmless from any claim of lost property or property left on the Site.

22. SUB-LICENSES. The Licensee shall obtain, and cause each of the Sub-licensees to obtain, the permits or licenses required by laws, ordinances, rules and regulations mentioned herein, and shall not allow anything on the Site during the License Term in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Licensee is called to any such violation on the part of the Licensee or of any person employed by or admitted to the Site by the Licensee, the Licensee will immediately desist from and correct, or cause to be corrected, such violation. The Licensee shall ensure that the Sub-licensees comply with all laws, rules and regulations related to both installation and dismantling, business licensing and health regulations.

The Licensee shall require and obtain from each of the Sub-licensees a commercial general insurance policy in the minimum amount of One Million Dollars (\$1,000,000) combined single limit.

- 23. COMPLIANCE WITH LAWS.** The Licensee shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Las Vegas Metropolitan Police Department, the City of Las Vegas Deputy City Marshals and the City of Las Vegas Fire Department. As a means of convenience, the Fire Prevention and Life Safety Planning For Venue is attached hereto as Exhibit B and incorporated herein as a part of this Agreement, which sets forth some of the fire prevention requirements to be followed by the Licensee, and any Sub-licensee using the Site. The Licensee will not suffer or permit any activity on the Site in violation of such laws, ordinances, rules, regulations, policies or other criteria referred to herein. The Licensee shall be responsible to provide readily achievable access to the Event and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act.
- 24. ENTERTAINMENT.** The Licensee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by any of Sub-licensee at the Event. The Licensee agrees to hold harmless the Indemnified Parties and the City against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. The Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.
- 25. PARKING.** The Licensee is responsible to provide for adequate parking areas to accommodate the parking needs of the attendees at the Event. The Licensee may make arrangements for use of the City Hall Parking Garage, which is a validation garage, for the Event. The Licensee should contact the City's Parking Director for information regarding the costs associated with the use of the City Hall Parking Garage for the Event.
- 26. ACCESS TO SITE.** Licensee agrees to provide free access to the Site, and any portion thereof, for authorized representatives of the City, including, without limitation, the Deputy City Marshals of the City.
- 27. OBJECTIONABLE PERSONS.** The City reserves the right to eject, or to require the Licensee to eject, any person or persons from the Site which the City has determined, in its sole discretion, to be a risk or threat to the public peace, safety or health. If the City exercises the right of ejection granted herein, the Licensee waives any and all claims for damages against the City as a result of such ejection.
- 28. ASSIGNMENT PROHIBITED.** Neither this Agreement, nor any of the rights granted herein unless as otherwise provided in this Agreement, may be assigned by the Licensee without the written consent of the City.
- 29. LEGAL NOTICES.** All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, traceable courier, facsimile with confirmation of transmission, or U.S. mail via certified mail-return receipt requested at the following addresses:

If to the City: City of Las Vegas
 Betsy Fretwell
 495 South Main
 Las Vegas, Nevada 89101

If to the Licensee: _____

 Las Vegas, NV 89____
 Fax: 702-_____

An original signed copy via U.S. Mail shall follow facsimile transmission and/or electronic mail, of required notices. The Licensee shall notify the City in writing of any change in the Licensee information stated above.

- 30. WAIVER.** Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by each party. The failure of the City to enforce any of the provisions of this Agreement shall not in any way be construed as a waiver of such provisions or affect the validity of any part of this Agreement or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be regarded as a waiver of any other or subsequent breach of this Agreement.
- 31. AGREEMENT SECTION HEADINGS.** The section and subsection designations in this Agreement are inserted for the purpose of convenience and ready reference. They do not limit, by such designation, a harmonious interpretation of the Agreement, when read as an integrated document.
- 32. INTEGRATION.** This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth in the first paragraph above.

CITY OF LAS VEGAS

LICENSEE

By _____ By _____

Date _____ Date _____





Contact information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email address: _____

Telephone numbers:

Business: () _____ - _____ Cellular: () _____ - _____ Other: () _____ - _____

Event Information:

Name of Event: _____

Proposed date(s) of Event: _____

Time of Event: _____ End of Event: _____

Set-up time: _____ Load out: _____

Space requested: _____

Number of participants: _____

Technical requirements: _____

Microphones: _____

Powerpoint: _____

Podium: _____

Other: _____

Event Description: _____

Commerical: Businesses, professional or any other profit or promotional entity.

Non-Profit: Individuals with a private event or party. Must have 501 C-3 in name of Lessee. Please attach your non-profit letter



500 S. MAIN STREET - MAIN GARAGE SPECIAL EVENT PLAN - VALIDATIONS

During a special event at City Hall, the parking division will manage the garage and the validation or payment process to ensure that visitors have ample space to park and do not experience problems with getting into and out of the facility. All visitors to City Hall will receive 2 hours free parking free of charge. Any parking fees over the 2 hours will be the responsibility of either the individual parker or the entity sponsoring the event. Parking staff will work with the event coordinators to identify the best way to ensure all visitors receive the proper validation to exit the garage.

- The most effective way to validate visitors is to set up a validation “station” at the event entrance or registration table.
- Invitations should be sent informing attendees of the parking details (2 hours free or free with validation).
- If needed, parking staff will be on hand to greet visitors as they come into the garage, giving them directions to the event and telling them where to get their parking validated.
- Parking staff will be available at the exit lanes of the garage when the event lets out, assisting customers with getting out of the garage hassle-free. If anyone has not gotten a validation, parking staff will have the ability to process the vehicle out quickly.

Validation Methods

Validations can take the following 3 forms:

- **Validation machine** – this is a machine that is plugged into an outlet and prints a small bar code on the ticket the visitor pulled from the machine on entry to the garage. The bar code tells the system to allow the vehicle out of the garage at no charge, HOWEVER, this method requires that a customer remember to bring their ticket from the garage.
- **Validation coupons** – these coupons are generated in advance by parking division staff. They can be handed out to visitors as they enter or leave an event, HOWEVER, the visitor will need both their validation coupon and the ticket they pulled at entry to exit the garage.

NOTE: *The above 2 methods can be used in conjunction with each other, effectively eliminating the problems listed.*

- **Web based validation** – someone would log onto the parking system with a username and password, enter the ticket number into the system and authorize a validation. When the system sees that ticket number, it will apply the validation. This method is not recommended for high volume use, and also requires that a customer remember to bring the ticket they pulled upon entry.

CAFETERIA

- The cafeteria is about 3,170 sq ft total, including catering prep area. The seating area is approximately 1,800 square feet. Assuming table use, the code derived occupant load for the seating area is 120.
- The typical room set up consists of 16 four tops and six two tops and a pub height counter linear counter with eight seats.
- The catering staging area consists of commercial grade appliances: 6 warming ovens, two double wide refrigerators with combination shelves and tray racks, single wide freezer with shelves, four microwaves, scullery and hand sinks, ice maker, auxiliary outlets for portable equipment, 20 lineal feet of stainless steel back counter and 20 feet of granite serving counter.
- The room has a video projector and built in screen and direct access to the outdoor 2nd floor plaza and the pre-function space (Chamber Lobby). There is a service elevator in near proximity to the door to the pre-function space.



Lobby Only

- Includes the first floor main lobby wall to wall excluding the security and information desk for a total of 2,730 sq. ft.

Outside Plaza Area and Lobby

- Includes the outside plaza description as listed above plus the first floor lobby, excluding the security and information desk for a total of 16,370 sq. ft.



Outside Plaza Area

- In front of the building on ground level from public sidewalk to bottom of steps only, is 7,250 sq. ft. If you count the steps and all the way up to the front doors of the building it is total of 14,000 sq. ft. Both of these figures exclude the landscape areas. These are hard surface areas only.



