

**GENERAL TERMS AND CONDITIONS
RIVER'S EDGE CONVENTION CENTER RENTAL AGREEMENT**

Responsibilities and Liabilities

1. **LAWFUL USE:** LESSEE shall comply with all laws of the United States and of the State of Minnesota, all ordinances of the City of St. Cloud and all rules and regulations of the Police, Fire, and Health Departments and other municipal authorities of the City of St. Cloud, including the rules and regulations of RIVER'S EDGE.
2. **PERMITS:** LESSEE shall obtain and pay for all necessary permits and licenses, and will comply with all laws, ordinances, rules or requirements. If LESSEE is notified of any violation on the part of LESSEE, or of any person employed by or admitted to the premises by LESSEE, LESSEE shall immediately desist from or correct such violation.
3. **LIABILITY INSURANCE:** RIVER'S EDGE reserves the right to require insurance as part of any rental agreement for any and all events. Liability insurance is required for large events open to the general public, concerts, and for any public event serving alcohol. Insurance is also generally required for events that include motorized vehicle or rigging other than house rigging. If so required, LESSEE agrees to obtain general liability insurance in the sum of not less than two million dollars (\$2,000,000) combined single limit coverage. LESSEE shall, at the time of the execution of this Agreement, furnish RIVER'S EDGE with a copy of said policy or a certificate that a policy of insurance has been issued and that the City of St. Cloud has been named as an additional insured thereunder. Proof of insurance must be delivered to RIVER'S EDGE no less than 30 calendar days before the event. The Certificate of Insurance shall contain a provision that coverage afforded under this policy shall not be cancelled without a thirty (30) day written notice to the City.
4. **MANAGEMENT RIGHT OF ACCESS:** RIVER'S EDGE reserves the right to enter any part of LESSEE's leased premises at any time during LESSEE's agreed use.
5. **TERMINATION AND RIGHT TO RE-RENT:** If the leased premises or any part thereof shall become vacant during the term of this Agreement, or if the Agreement is cancelled for any reason, RIVER'S EDGE reserves the option to re-rent the premises. LESSEE agrees to pay to RIVER'S EDGE, on demand, the balance of the rental herein, or ant cancellation fee under paragraph 6 herein, after first deducting the net rental received from any re-renting. This provision does not impose any obligation on RIVER'S EDGE to re-rent or to attempt to re-rent the premises, or in any way affect the obligation of LESSEE to pay the full amount due under this Agreement.
6. **DEFAULT BY LESSEE; ATTORNEY'S FEES:** LESSEE agrees that if any default is made in the payment of the rental or any part thereof, or if any other default is made in this Agreement, this Agreement may be terminated at the option of RIVER'S EDGE. In the event of suit or action on the part of RIVER'S EDGE to enforce compliance with this Agreement, RIVER'S EDGE shall be entitled to reasonable attorney's fees in addition to damages, costs and disbursements provided by law.
7. **ACTS OF GOD; FORCE MAJEURE:** If the premises of the RIVER'S EDGE or any part thereof shall be destroyed or damaged by fire, earthquake, or flood that is foreseen or unforeseen or shall be requisitioned by the United States or Minnesota State Government, or shall be subject to a labor dispute, or subject to an act of war, terrorism, disease, pandemic, governmental regulation, or other circumstance making the fulfillment of the terms of the Agreement by RIVER'S EDGE impossible, then this Agreement shall terminate and the LESSEE shall pay rental for said premises only up to the time of such termination, at the rate herein specified and the said LESSEE hereby waives any claim for damages or compensation should this Agreement be so terminated.
8. **MOVE OUT:** LESSEE shall begin to vacate the premises immediately upon completion of the event. If LESSEE fails to vacate any portion of the premises as provided in this Agreement, RIVER'S EDGE shall have the right to remove, at the sole expense of the LESSEE, all goods, wares, merchandise and property of LESSEE, or in connection with LESSEE's event, still present in the building. RIVER'S EDGE shall not be liable for any damages or loss to said property. For such time that any effects of LESSEE remain in the building beyond the agreed term of this Agreement, RIVER'S EDGE shall be entitled to charge LESSEE the usual sum per day as normally charged for move out.

9. **NON-DISCRIMINATION:** LESSEE conducting an event that is open to the public shall not discriminate against any person because of race, color, creed, national origin, ancestry, sexual preference, age, or disability and will include a similar provision in all agreements entered into between LESSEE and any exhibitors or agents.

Occupancy and Use of Premises

10. **ELECTRICAL SERVICE:** If LESSEE requires lighting other than the regular house lights, or electrical power, LESSEE shall pay the cost of the additional services at the current rates in effect in the building. All electrical connections must be made by RIVER'S EDGE staff or by an approved electrical contractor. Multiple plugs including but not limited to twin sockets and cube taps, shall not be permitted. Any unapproved connection will be rewired by RIVER'S EDGE or by the electrical contractor to conform to RIVER'S EDGE regulations, and the cost shall be charged to the LESSEE or exhibitor.
11. **WATER:** RIVER'S EDGE agrees to furnish water by means of the appliances installed for ordinary toilet, janitorial, or drinking fountain purposes only, unless otherwise specifically provided for in this agreement. Water closets and water apparatus will not be used for any purpose other than for which they are constructed. Any damage resulting to fixtures because of misuse shall be paid by LESSEE.
12. **ROOM CAPACITY:** LESSEE shall not admit a larger number of persons to its leased premises than can safely and freely be accommodated in said premises. The decision of the RIVER'S EDGE Manager in this respect shall be final.
13. **FIRE EXITS AND CIRCULATION:** LESSEE will keep all passageways and fire exits clear at all times, and ensure that the sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to public utilities of the building are not obstructed or used for any purpose other than for ingress to and egress from the premises.
14. **RESPONSIBILITY FOR PROPERTY IN BUILDING:** RIVER'S EDGE assumes no responsibility for any property placed in the premises, and LESSEE hereby expressly waives any claim of liability for loss, injury or damage to persons or property, of any nature or description, that may be sustained by reason of the use or occupancy of the building or any part thereof under this Agreement.
15. **RENTAL EQUIPMENT:** LESSEE agrees to pay the current rate for use of equipment owned by RIVER'S EDGE and to use rental companies approved by RIVER'S EDGE for other necessary equipment.
16. **SECURITY:** RIVER'S EDGE reserves the right to require professional event security or police presence, at the sole expense of LESSEE. Additional security or other protective service must be approved by RIVER'S EDGE Manager at the exclusive expense of LESSEE.
17. **MULTIPLE EVENTS** LESSEE acknowledges that other areas of the facility may be in use during any of the periods covered by this Agreement. RIVER'S EDGE will make diligent effort to minimize interference or disturbance from other events and reserves the right to refuse or limit certain rentals that may cause interference or disturbance.
18. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** RIVER'S EDGE warrants that the facility is in compliance with the Americans with Disabilities Act (ADA), and holds LESSEE harmless for any claims of non-compliance beyond LESSEE's control. LESSEE is solely responsible for compliance with ADA for any non-permanent accessibility requirements, including, but not limited to special seating, vision and hearing assistance devices, and any accommodations for exhibitors or patrons.
19. **PATENTS, TRADEMARKS, COPYRIGHTS, AND ROYALTIES:** LESSEE assumes responsibility for all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used in the conduct of said events and agrees to indemnify and hold harmless RIVER'S EDGE from all damage, costs and expenses caused by improper use by LESSEE or LESSEE'S agents, performers and exhibitors.
20. **SMOKE-FREE FACILITY:** RIVER'S EDGE prohibits use of tobacco products and e-cigarette devices in the facility. Smoking and e-cigarette use in the exterior grounds is restricted to posted smoking areas.
21. **LOST ARTICLES:** RIVER'S EDGE shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given

or held in the premises, and LESSEE or any person in LESSEE'S employ or under its control shall not interfere with this collection or custody.

22. USE OF RIVER'S EDGE NAME IN ADVERTISING: Unless an event is sponsored by RIVER'S EDGE by written agreement, LESSEE shall not advertise or otherwise promote its event by stating or implying that RIVER'S EDGE is sponsoring such event.
23. MOTORIZED VEHICLE DISPLAY: Any vehicle display in RIVER'S EDGE must adhere to the following regulations:
 - a. Prior approval of RIVERS EDGE Manager;
 - b. Vehicle displays are subject to weight limits.
 - c. Vehicle batteries must be disconnected while vehicle is on display.
 - d. Fuel in gas tanks shall not exceed one-quarter tank or five gallons, whichever is less.
 - e. Gas caps shall be taped or locked.
 - f. No propane tanks are allowed.
 - g. Drip pans shall be placed under the vehicle's drive train.
 - h. Keys must be available to show management during the entire event.

Decoration

24. SIGNS AND POSTERS: LESSEE shall not erect signs, posters, or displays of any kind to wall surfaces in the leased space without the express permission of RIVER'S EDGE. RIVER'S EDGE staff will advise on proper methods. LESSEE shall not erect signs or posters in the common space or exterior of the building without the written permission of RIVER'S EDGE. LESSEE shall promptly remove all signs and posters objected to by RIVER'S EDGE. RIVER'S EDGE may make its indoor/outdoor messaging system available to LESSEE under such terms and conditions as agreed to by RIVER'S EDGE.
25. DAMAGE OR DEFACEMENT OF BUILDING OR PREMISES: If any portion of the facility or furnishings are damaged by the default or negligence of LESSEE or its agents, guests, patrons or any person admitted by LESSEE, LESSEE shall be liable to RIVER'S EDGE such sum as may be necessary to return the facility or furnishings to its former condition. RIVER'S EDGE will inform LESSEE of such damage within ten days of move out.
26. DECORATOR SERVICES: LESSEE agrees that only decorators approved by RIVER'S EDGE may be employed on the premises.
27. OPEN FLAME AND COMBUSTIBLE MATERIALS: LESSEE agrees not to stage any act or performance in which fire or flame is involved without obtaining the prior written permission of RIVER'S EDGE and the Fire Marshal of the City of St. Cloud. LESSEE further agrees not to use any decorative materials prohibited by City ordinance, including, but not limited to: Crepe paper, cellophane, confetti, cotton, cornstalks, leaves, evergreen boughs, sheaves of grain, streamers, straw, paper, vines, moss, coniferous foliage or any similar flammable or combustible material in or about the premises of RIVER'S EDGE. All decorative materials must have prior approval of the RIVER'S EDGE Manager.

Food and Beverage Service

28. FOOD CATERING: LESSEE agrees that only caterers approved by RIVER'S EDGE may be employed on the premises. The water and soft drink pouring rights at the facility are determined by a competitive bidding process and LESSEE agrees to utilize the current contract holder. The introduction of competitive water and soft drink products into the facility is prohibited. The distribution of free water or soft drink products from another vendor is generally prohibited, except with the arrangement of the current pouring rights holder, and the approval of RIVER'S EDGE.
29. ALCOHOLIC BEVERAGE CATERING: LESSEE acknowledges that alcoholic beverage service at RIVER'S EDGE is determined by a competitive bidding process and that a single vendor holds the rights. Other vendors are not permitted to serve in the facility. RIVER'S EDGE reserves the right to require certain precautions, such as wrist-banding or segregation of alcohol consumption areas, for public events. Some events may also require LESSEE to obtain the approval of the St. Cloud Chief of Police.

30. CONCESSION STANDS AND COFFEE SERVICE: RIVER'S EDGE has two concession stands that can be made available to serve patrons at events with the permission of the Manager. LESSEE acknowledges that minimum sale requirements may be applied to concession stand operations for certain events, and may lead to additional cost to LESSEE. Arrangements can be made with RIVER'S EDGE to provide coffee and refreshments for meetings or gatherings as agreed by LESSEE and RIVER'S EDGE.
31. FOOD SAMPLING: Sampling of food and beverages, including alcoholic beverages are restricted by pouring rights contracts, local health ordinances, and State law. RIVER'S EDGE reserves the right to determine whether sampling can be allowed and whether it will be subject to restrictions. Additional charges, including an alcohol corkage fee, may apply.

Concerts and Other Entertainment – Special provisions

32. MUSIC COPYRIGHT FEES: Any copyright fees including, but not limited to the American Society of Composers, Authors, and Publishers (ASCAP), Broadcast Music Inc. (BMI), or SESAC Performing Rights are the responsibility of LESSEE.
33. PERFORMANCE CONTRACTS: LESSEE attests that it has a valid, properly executed and compatible contract with the performers at any of LESSEE'S events. LESSEE shall submit to RIVER'S EDGE, upon demand, a copy of said contract with the performers.
34. PERFORMER NOVELTY SALES: LESSEE acknowledges that written permission from RIVER'S EDGE Manager is required for a performer to sell merchandise such as recordings, clothing, and memorabilia to patrons. If permission is granted, RIVER'S EDGE shall receive Fifteen Percent (15%) of gross proceeds from the sale of the permitted items sold at RIVER'S EDGE.
35. TICKETS AND TICKET SERVICE: RIVER'S EDGE reserves the right to require the use of a designated ticketing service, at the sole discretion of the River's Edge Manager. RIVER'S EDGE retains the right to require LESSEE to use a reputable ticketing service and furnish proof that ticket purchasers are protected from default. RIVER'S EDGE reserves the right to make determinations of ticket refunds for cause, in keeping with RIVER'S EDGE policy, in order to retain public trust. This shall include but not be limited to seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, and failure of an act to perform or to go on stage within reasonable time of scheduled performances as advertised by LESSEE.