

City of Mesa Mesa Convention Center

License Agreement 897015 VG

This License Agreement (the "License") is made this 13 day of MAY, 2020, by and between the **City of Mesa, d/b/a Mesa Convention Center** (the "Center" and/or "Licensor") and **Maricopa County Elections** (the "Licensee"). Licensor agrees to issue this License to Licensee and licensee agrees to accept this License from Licensor for the use of the Mesa Convention Center facilities (the "Premises") subject to the following terms, conditions, and restrictions:

1. Use and Rental of Premises: Term of License. The Center agrees to Licensee's use of the Premises for the following purpose(s): **General Election**

Center Space includes the use of the Superstition Ballroom from 7:00am – 6:00pm daily & 5:00am-10:00pm on 11/3/20 from October 25 – November 3, 2020.

Total Charges: \$6,234.50 including labor, tax and service fee

Equipment, labor, food and beverage, custodial, tax and service charges may be applied to your account contingent upon the requirements of your event. Please contact your Event Coordinator for more details.

The parties acknowledge that there may be additional fees associated with the use of the Premises as discussed hereinafter in this License and in the Mesa Convention Center Rules and Regulations (the "Regulations") which are incorporated herein by reference and found on our Website.

If your event requires food and/or beverage services, final guarantees are due no later than 72 business hours prior to the start of your contracted event time. Final bill will be based on the guaranteed number of guests or actual number served, whichever is greater. Catering will be prepared for no more than 5% over the final guarantee.

2. Rules and Regulations. Licensee agrees to observe and abide by the terms and conditions of the Center regulations governing the use of the Center. A copy of the regulations is available online at www.mesaconventioncenter.com. Licensee acknowledges that it has reviewed such Rules and Regulations.

3. Advance Payments. The Licensee agrees to return a full executed original copy of this License to Licensor on or before the deadline for submittal to Licensor of the Rental Deposit as set forth hereinafter together with the following advance payments and evidence of insurance:

	Amount Due	Due Date
Signed License Agreement Due		05/15/2020
Deposit Due	\$3,117.25	05/15/2020
Deposit Due	\$3,117.25	09/15/2020
Other Fees and Charges	To Be Determined	At Receipt of Invoice

Automatic Cancellation Date: May 16, 2020. In the event Licensee fails to return signed contract and deposit within one business date after due date, the Center reservations system automatically will delete the reservation. Licensee further agrees to make advance payments for additional costs that may be incurred by the Center (including but not limited to Security, Usher, Box Office, seating set up charges, etc.). All payments and other submittals required under the terms of this License shall be made payable and deliver to the Center.

4. Final Payments. All other fees and charges owed by Licensee in connection with its use of the Premises shall be due and payable as set forth in this License and the Regulations.

5. Default or Cancellation by Lessee. In the event Licensee defaults in the performance of any of the terms and conditions of this License or the Regulations or cancels the event/use described in Paragraph 1 of this License, the Center reserves the right to enforce the cancellation fee provisions described in the Regulations. Notice of cancellation by Licensee must be made in writing to the Center. Notice is hereby given of the applicability of Arizona Revised Statutes 38-511.

6. Outside Agreements. Licensee agrees to abide by any agreements and/or contracts currently in force and effect between the Center and any contractor and between the City of Mesa (the "City") and any service contractor.

7. Termination by Licensor. In the event Licensee fails to perform any of its obligations herein set forth; becomes financially insecure (said determination shall be within the sole and absolute discretion of the Licensor); violates any local, state or federal laws; defaults or is likely to default under the terms and conditions of this License

or the Regulations (said determination shall be within the sole and absolute discretion of the Center); or if Licensor cancels this License Agreement or is unable to provide the requested rooms or meeting space, the Licensor will work with Licensee to arrange alternative accommodations and space at the prices set forth herein. Licensor's liability is limited to these remedies, and Licensor shall not be liable for any consequential, punitive or special damages. The Center's rights and remedies pursuant to this Paragraph 7 shall be in addition to any other remedies it may have at law or in equity, or elsewhere in this License or in the Regulations. If the License is terminated as set forth in this paragraph, then Licensee agrees to promptly remove, at Licensee's expense, all of its property and equipment from the Premises within 24 hours of receiving Licensee's Notice of Termination and to forfeit all advance payments made to the Center.

8. Indemnification. Licensee agrees to and shall indemnify and hold harmless the Center and the City of Mesa, its Mayor and City Council, appointed boards and commissions, officials, officers and employees, individually and collectively, from and against all fines, suits, claims, demands, actions and liability, loss, damage, costs or expenses (including reasonable attorney's fees and costs) arising from or as a result of the death of a person or any accident, injury, loss or damage whatsoever caused to any person or to the Property of any person which shall occur on or adjacent to the Premises to the extent directly or indirectly caused by any acts done thereon or any errors or omissions of the Licensee or its agents, servants, employees, contractors, or invitees without regard to the limits of liability insurance coverage required. The obligations of Licensee under this Paragraph 8 shall not in any way be affected by the refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises. If any claim, action or proceeding is made or brought against the Center by reason of any event which is the subject of Licensee's foregoing indemnity, then, upon demand by Licensor, the Licensee, at its sole cost and expense, shall resist or defend such claim, action or proceeding in Center's name. Notwithstanding the foregoing, Licensor may engage its own attorneys to defend it or to assist in its defense and Licensee shall pay the reasonable attorney's fees, costs and disbursements.

9. Insurance. If required by the Center, Licensee, at its own cost and expense, shall maintain and keep in force commercial general liability and property damage insurance against claims for personal injury or death, or property damage suffered by others occurring on or about the Premises in accordance with the Regulations incorporated in this agreement. If required, a Certificate of Insurance shall be furnished to the Center on or before the deadline set forth in Paragraph 3.

10. Licensee and Independent Contractor Status. Licensee acknowledges and agrees that the right, granted by this License, to enter upon the Center and use City property is nothing more than a license granted solely for the purpose of exercising its rights and performing its duties under this License. Nothing set forth in this License creates a tenancy between the City and Licensee or grants the Licensee possession of any City property. Upon termination of this License, the Center shall have the right to remove and exclude from the Center, or any other City property, Licensee and any of Licensee's employees, without being deemed to have committed any unlawful entry, trespass or injury of any sort whatsoever.

10.1 Both the Center and Licensee agree that in performing its duties and responsibilities under this License, the Licensee is and shall be at all times acting as an independent contractor, and all persons employed by the Licensee, either directly or indirectly, shall be considered employees of the Licensee and not of the City. Accordingly, the Licensee shall be responsible for payment of all applicable taxes arising out of the Licensee's activities under this License.

11. Non-Discrimination. Licensee, in performing under this License, shall not discriminate against any person or entity because of age, race, sex, creed, color, religion or national origin, nor otherwise commit an unfair employment practice. Licensee shall comply with the Americans with Disabilities Act ("ADA").

12. Drug-Free Work Program. The Licensee is hereby advised that the City of Mesa has adopted a policy establishing a drug-free work place for itself and as a requirement for sellers-contractors doing business with the City to ensure the safety and health of employees working on City license agreements, contracts, and/or projects. Failure of Licensee to require a drug-free work place in accordance with the City's policy may result in termination of the License.

13. General Conditions.

13.1 Amendment. This License may be amended at any time by written amendment executed by both parties.

13.2 Assignment. The Licensee shall not assign or otherwise transfer this License or any of its rights or duties under this License Agreement without first obtaining the written consent of the Mesa Convention Center, which may be granted or denied at the Center's sole discretion. Any assignment, transfer, pledge or mortgage of this License by the Licensee or by operation of law shall be void.

13.3 Attorneys' Fees. In the event any action at law or equity shall be instituted between the parties in connection with this License, the party prevailing in such action shall be paid from the other party all of its costs including reasonable attorneys' fees and court costs.

13.4 Authorization. The parties to this License represent and warrant that the person executing this License on their behalves have full authority to bind the respective parties.

13.5 Captions. The captions used herein are for convenience only and are not a part of this License and do not in any way limit or amplify the terms and provisions hereof.

13.6 Construction of License. This License has been arrived at by negotiation between the City and Licensee. As such, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License. Further, the language in all parts of this License shall in all cases be construed as a whole and in accordance with its fair meaning.

13.7 Entire Agreement. This License including the Regulations pertaining to the Premises as are referenced herein contains the entire agreement of the parties with respect to the matters addressed herein, and no representations or agreements, oral or otherwise, between the parties not embodied herein, attached hereto or hereinabove referenced shall be of any force and effect. Any additions or amendments to this License subsequent hereto shall be of no force and effect unless in writing and signed by the parties hereto.

13.8 Governing Law. This License shall be governed by and construed under the laws of the State of Arizona.

13.9 Modification. No modification of this License shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing, executed by the party against whom enforcement of the waiver is sought.

13.10 No Third-Party Beneficiaries. The City and Licensee acknowledge and agree that the terms, provisions and conditions hereof are for the sole benefit of, and may be enforceable solely by, the City and Licensee, and none of such terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

13.11 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this License shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this License shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

13.12 Successors and Assigns. All of the covenants and conditions set forth herein, shall inure to the benefit of and shall be binding upon the successors in interest of each of the parties hereto.

13.13 Time of the Essence. For purposes of enforcing the provisions of this License, time is of the essence.

13.14 Waiver. No waiver by either party of a breach of any of the terms, covenants, conditions of this License shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. One or more waiver of any covenant, term or condition of this License by any party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by any party to or any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

13.15 Force Majeure Event

A. Means any one or more of the following which prohibits or materially interferes with, delays or alters the performance of the applicable duty under this Agreement: shortages of material (excluding those caused by lack of funds); acts of the public enemy; confiscation or seizure by any government or public authority; injunction, restraining order or other court order or decree, initiative or referendum action; wars or war-like action (whether actual and pending or expected, and whether de jure or de facto); blockades; insurrections; riots; civil disturbances; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; failure of essential and major equipment, electrical power or machinery; nuclear reaction or radiation; radioactive contamination; any governmental declared emergency; or any other similar cause (excluding those caused by lack of funds) which is not reasonably within the control of the party claiming the right to alter, delay or postpone performance on account of such occurrence.

B. If a Force Majeure Event occurs, the Agreement will be deemed terminated, the parties' respective obligations set forth in the Agreement will be fully excused, and each of the parties shall be responsible for bearing its own costs incurred with respect to this Agreement. Notwithstanding the foregoing, the provisions of Section 8 of the Agreement shall survive the termination of the Agreement due to a Force Majeure Event.

Licensee: Scott Jarrett, Director
Maricopa County Elections
510 S. 3rd Ave.
Phoenix, AZ 85003

By:  _____

Date: 5/13/2020

Licensor: Mesa Convention Center
P.O. Box 1466
Mesa AZ 85211-1466
Federal ID #86-6000252

By: _____

Date: _____



DEPOSITS AND PAYMENTS:

- 1.) A deposit is required to reserve space. This payment, which is non-transferable and non-refundable, will be deducted from the Client's overall balance due.
- 2.) The deposit is due with signed contract.
- 3.) Complete pre-payment of estimated Convention Center charges is required via check or credit card 30 days prior to the first day of your event.

CREDIT CARD PAYMENTS:

1. Credit card payments are only accepted in person or over the phone.
2. You will need to have the following information handy:
 - a. Type of payment (ie visa, mastercard, amex)
 - b. Credit card number
 - c. Expiration date
 - d. Security code on back of card

Contact information for credit card payments:

Vanessa Gonzalez
Sales and Marketing Manager | Mesa Convention Center
T: 480.644.4906 | Vanessa.Gonzalez@mesaaz.gov

We appreciate your patronage and hope everything meets your satisfaction.

•P.O. Box 1466 , Mesa AZ 85211-1466 •Office: 480-644-2178 •Fax: 480-644-2617
www.mesaconventioncenter.com www.mesaaz.com



May 8, 2020

Dear Scott:

Thank you for choosing the **Mesa Convention Center** for your upcoming event. We are excited at the opportunity to host your event with us, and look forward to working with you.

A copy of your license agreement is enclosed for your review. If everything looks in order, please complete the necessary information and return to my attention by **05/15/20**. For your reference, a complete copy of our **Rules and Regulations** can be found on our website at www.mesaconventioncenter.com under the Event Planning tab.

Please note, your deposit schedule is outlined on Page 1 of the Agreement. All payments are due prior to your event, unless otherwise noted. **We can no longer** keep Credit Card Authorization forms in files, so please call 480-644-4300 to make a phone payment. A receipt will then be e-mailed to you with the number redacted.

Once we have received your signed License Agreement and initial deposit, your event will be considered a firm booking and will be assigned to **Sarah Miranda**, your personal Event Coordinator. You may reach her at **(480)644-2679** or via email at **Sarah.Miranda@mesaaz.gov**. She will be your contact to discuss your meeting set-ups, menus, audio-visual and equipment needs. Your Event Coordinator will reach out to you 3-6 weeks prior to your event to discuss details. Feel free to contact her sooner if you have questions.

We appreciate your trust in our professional staff and services at the Mesa Convention Center. Should you have any questions regarding any of the outlined information, please contact me personally, as I will remain active as a member of your account team.

Sincerely,

Vanessa Gonzalez

Vanessa Gonzalez
Sales and Marketing Manager
Direct: 480-644-4906

•P.O. Box 1466 , Mesa AZ 85211-1466

•Office: 480-644-2178

•Fax: 480-644-2617

www.mesaconventioncenter.com

www.mesaamp.com



Event Information

The Mesa Convention Center is pleased to offer assistance with the marketing of your upcoming event. We include a listing of all public events on our website and marquee, subject to marquee guidelines. Please complete the following information to be included on our calendar. Information will not be posted until an event is confirmed (payment and signed contract received).

If your event is open to the public, please complete the information below

Name Of Event: November General Election
Date(s) Of Event: 10/25/2020 - 11/3/2020
Daily Start And End Times: 7:00 AM - 6pm 10/25/2020 - 11/2/2020 / Sun - 10pm on 11/3/2020
Description Of Activities To Take Place During Event: In-person early and election day voting

- Is The Event Free To The Public: ☒ Y ☐ N
- If No, What Does It Cost For The Public To Attend? N/A

Note: If pricing varies, please indicate how. Example: Adults - \$10 Children 12 and Under - \$6

Contact Information

Event Contact: Brittney Johnson, Facility Acquisition Manager
Best Ways To Reach You: Email Address: bjohnson@risc.maricopa.gov
Telephone #: 602-506-8280
Organization Website: MaricopaVote
Contact Email Address: Same as above Private: Y ☒ N ☐ Post: Y ☒ N ☐
Contact Telephone Number: Same as above Private: Y ☒ N ☐ Post: Y ☒ N ☐

Logo

- Please submit the organization and/or event logo to us electronically in jpeg format
- If you would like to use our organizations logo for print, please contact Vanessa.Gonzalez@mesaaz.gov

Digital Billboards

- Please provide us with the event logo in high resolution
- If you have a pre-designed event flier or marketing piece, please provide this to us electronically in 288 x 192 dimensions

Comments Or Other Special Requests: _____

Please fax or email this information to (480) 644-2617 or Vanessa.Gonzalez@mesaaz.gov



Facility and Room Decoration Guidelines

These guidelines have been created to clearly outline our expectations in regards to our decorating policies at the Mesa Convention Center. As the signer to our licensee agreements, the licensee is responsible for relaying all pertinent information to all members of your decorating committees. We ask that your members respect our guidelines, as it is a way for us to keep our establishment in good working order for years to come. Should any of our guidelines not be adhered to, subsequent damage fees or clean up fees will be applied to your final invoice.

- a) Decorations are not permitted on ceilings, painted surfaces, columns, fabric, decorative walls or fire sprinklers. All decorative materials must be flameproof in accordance with Fire Regulations.
- b) Any type of tape to be applied to the floor (including any brand of double-faced carpet tape) must be approved in advance by the Event Coordinator. Licensee is forewarned that many brands of double-faced tape do not come off the floor and the cost for clean up will be billed to the Licensee.
- c) Following the close of the event, the Licensee must remove all decorations and tape. Any decorations or tape remaining from the event will be removed by the Center staff and charged at the prevailing labor rate.
- d) Under no circumstances may Licensee staple decorations onto any tables or walls owned by the Center.
- e) Any damage to walls, floors, windows, or any other surface or furnishings due to decorations will be billed to licensee.
- f) No helium-filled balloons are permitted **without prior approval** from the Event Coordinator. Helium tanks must be on approved carts or bases. In special circumstances, balloons that are **secured** to exhibit booths or architectural features may be allowed with the prior approval of the Event Coordinator. In such an event, the Licensee will remain responsible for the cost of retrieving any stray balloons.
- g) **Rice, bird seed, glitter, confetti and haze are not permitted in the facility. A cleaning service charge will be levied should such items be brought on site for an event.**
- h) Candles and/or open-flamed devices **must be pre-approved** by the Event Coordinator and must be in compliance with Fire Code.
- i) Facility planters and furnishings may not be removed or repositioned. Center personnel shall handle any movement of furniture for event purposes.

By signing the enclosed contract, the licensee acknowledges responsibility for any damages that may occur to our facility due to the decorations on site. Should damage fees be assessed, our event coordinator will be in contact with you directly to discuss the fees.

Please contact your Event Coordinator prior to signing the contract if you have any questions or concerns regarding these guidelines.