



NORFOLK IN-WATER BOAT SHOW CONTRACT/LEASE AGREEMENT

*LESSEE'S/EXHIBITOR'S NAME: Click here to enter text.

COMPANY: Click here to enter text.

ADDRESS: Click here to enter text.

CITY/STATE: Click here to enter text.

TELEPHONE: (DAY) Click here to enter text. (CELL) Click here to enter text.

EMAIL: Click here to enter text.

* NOTE: Please make sure the name on your lease is the same used on your business/corporation license and on every form & application (especially your insurance certificate or policy endorsement.)

Date this lease issued to Lessee for review and signature: Click here to enter a date.

Date this lease is due in the Norfolk Festevents, Ltd. Office: Click here to enter a date.

Date Lessee sales report due to Norfolk Festevents, Ltd.: 10 days after event

* NOTE: *Certificate or policy endorsement of insurance DUE AUGUST 1, 2018.

*Failure to deliver this lease to the Festevents office by the above date will result in automatic cancellation.

*Festevents cannot be responsible for delays in mail.

This Agreement of Lease, made _____ by and between the City of Norfolk, a municipal corporation of the State of Virginia, and Norfolk Festevents, Ltd. hereinafter referred to as "Lessor", and Click here to enter text., hereinafter referred to as "Lessee".

Now, therefore, witnesseth: Lessor and Lessee, for the consideration hereinafter set forth, mutually covenant and agree as set forth, mutually covenant and agree as follows:

1. PROPERTY LEASED:

Lessor agrees to lease to Lessee a portion of an irregular-shaped parcel of City-owned and/or controlled land lying within the boundaries, said portion of said parcel to be designated by Lessor, with ingress and egress to and from same, to be used for the sole purpose of OPERATING AN EXHIBIT or stand thereon, more specifically described below on the following dates:

NORFOLK IN-WATER BOAT SHOW:

SHOW DATES: Thursday, September 13- Saturday, September 15, 2018.

INSTALL STARTS Tuesday, September 11, 2018; BREAKDOWN ENDS Monday, September 17, 2018.

LOCATION: Town Point Park, Waterside District, Waterside Marina, Norfolk, Va.

* SEE BOAT SHOW INSTALLATION, GUIDELINES AND FOR ARRIVAL, VEHICLE ACCESS, PARKING, AND BREAKDOWN REGULATIONS.

FEE SCHEDULE FOR LEASE BETWEEN CITY OF NORFOLK, VIRGINIA ("LESSOR") AND Click here to enter text. ("LESSEE")

* Deposits and payments are due according to the schedule below and are non refundable unless contract is voided before this contract is executed by both parties. If previous event percentages and fees are not current, the lessee will not be permitted to participate in the dates listed in this lease.

TOTAL EXHIBIT FEE	25% DEPOSIT DUE 3/15/18	50% DEPOSIT DUE 6/1/18	25% BALANCE DUE 8/1/18
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APPROVED EXHIBITOR PRODUCTS

THE FOLLOWING PRODUCTS HAVE BEEN APPROVED FOR THE EVENT LISTED ABOVE.

Click here to enter text.

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* All Exhibits must be completely set-up with equipment and supplies on-site no later than 60 minutes before advertised start of event.

* Exhibits must be fully operational 15 minutes prior to publicized start of each event.

* No Exhibit will be permitted to dismantle while event is in progress.

2. VEHICLE REGULATIONS:

- a. No vehicles permitted on-site while event is in progress at any time. In general, all vehicles must leave site no later than 60 minutes prior to start of event and cannot return to site until at least 30 minutes after end of event. See Show Installation instructions for more specific time restrictions.
- b. No vehicle permitted on-site without the proper permit displayed in windshield-police enforced.
- c. No on-site vehicle parking during show permitted.

3. EXHIBIT SALES:

Lessee may charge a fee for the direct sale of products authorized hereunder, and Lessee agrees to pay Norfolk Festevents as rent for said premises:

SEE PAGE 1 FOR A LIST OF ALL FEES AND DUE DATES PAYABLE TO NORFOLK FESTEVENTS.

*** NOTE: PAST DUE ACCOUNTS ARE SUBJECT TO 1.5% PER MONTH SERVICE CHARGE (18% PER ANNUM). LATE FEE OF \$50.00 FOR ANY PAYMENTS NOT MADE BY DEADLINE AT END OF BUSINESS DAY. RETURNED CHECK FEE OF \$25.00 APPLIES TO ALL CHECKS RETURNED BY BANK.

In the event legal action is taken for the collection of any past due rents, space fees, or other charges, due and owing under the terms of this Lease, Lessee agrees to pay a reasonable attorney's fee of 1/3 of all sums due and payable and all other reasonable costs of collection in addition to the amounts due under this Lease.

Lessee hereby agrees to permit, upon Demand of Lessor, or its designee, examination of books, supplies, invoices, register tapes, and cash boxes at any time during and after the period of this lease.

4. PRODUCTS PERMITTED FOR SALE:

Lessee, subject to the exceptions and exclusions set out herein, shall have the privilege, during the term of this agreement, to operate on the premises an Exhibit for the sale of:

SEE PAGE 1 FOR ALL PRODUCTS APPROVED FOR SHOW

Only those products listed will be permitted as part of Exhibit. No substitute products may be sold without prior written permission from Norfolk Festevents.

Lessee understands and agrees that sponsors reserve the right to promote and distribute complimentary samples and/or premiums.

6. ELECTRICAL INSTRUCTION:

Lessee shall operate no instruments, appliances, machinery, equipment, or other objects requiring electricity except as approved by Norfolk Festevents. No exhibitor is permitted to connect power until authorized on-site by a Festevents representative.

7. LESSEE'S EQUIPMENT:

a. The Lessee shall provide a fully charged and UL approved Fire Extinguisher in any tent or constructed booth used by the Lessee during the hours of operation.

b. All equipment must meet all Virginia Occupational Safety and Health standards.

c. Lessee is responsible for providing all equipment necessary to their operation including:

* Counter coverings

* Booth signage and decorations

* Power Cables (100 feet minimum)

* Interior exhibit lights

* All hand tools and carts for install

See Exhibitor Equipment List for items available for rent.

8. PROFESSIONAL CONDUCT AND CONCESSION APPEARANCE:

No activities in violation of federal, state, or local laws shall be permitted on the premises; and it shall be the responsibility of the Lessee to enforce this provision. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activity presented by the Lessee on the premises; and nothing shall be presented, used, or sold that is contrary to law or prohibited by ordinance of the City of Norfolk.

9. INSURANCE REQUIREMENTS:

Lessee shall, during the term of this lease, maintain a comprehensive public liability insurance policy for personal injury or death, and for property damage occasioned by reason of the operations conducted by Lessee on the leased premises, including products liability, with minimum policy limits of one million dollars (\$1,000,000.00) for bodily injury or death to one or more persons in any one accident or event, and fifty thousand dollars (\$50,000.00) for damage to property resulting from any one accident or event, said policies to include as additional insured the City of Norfolk, Norfolk Redevelopment and Housing Authority, Norfolk Festevents, Ltd., Waterside Marina, LLC, Norfolk District Associates, LLC. their agents, volunteers, officers and employees as pertains to the insured's participation in Town Point Park and automobile liability insurance in the statutorily required amounts furnishing Lessor evidence of said coverage in the form of a certificate of insurance or a policy endorsement by and with an insurance company licensed to do business in the Commonwealth of Virginia.

In the event a policy endorsement or certificate is not provided as specified herein, the Lessee hereby authorizes the Lessor to terminate this lease without further obligation on its part. It is expressly understood and agreed that the failure of the Lessor to exercise these options will not operate to waive or invalidate any obligation assumed hereunder by the Lessee.

The parties agree that all insurance policies and certificates required by this Agreement shall provide that the policies shall not be altered or canceled without thirty (30) days prior written notice to the City and the Certificate Holder and all certificates shall have the following provision:

The insurance policy or policies referenced on this certificate shall not be altered, canceled or subject to reduction of coverage prior to thirty (30) days after written notice of such alteration, cancellation or reduction of coverage is mailed to the City of Norfolk and the Certificate Holder.

10. INDEMNIFICATION, WAIVER AND DEFENSE:

Lessee, by entering into this Agreement, hereby waives any claim against, and hereby agrees to defend, indemnify, save and hold harmless the City of Norfolk, Norfolk Redevelopment and Housing Authority, Norfolk Festevents, Ltd., Waterside Marina, LLC, Norfolk District Associates, LLC their agents, volunteers and employees, from and against any and all liability for damages, including attorney's fees, during the time the premises are used or occupied under this Agreement, and against any and all claims of any nature for bodily injury or death to persons or damage to property occasioned by the negligence of the Lessee in connection with the use of the premises by the Lessee, occasioned by the condition of the premises, or resulting from Lessee's violation of any rule, regulation or other provision contained in this Agreement. The Lessee accepts the premises "as is" and assumes all risks incidental to its use and condition.

Lessee shall be responsible for any and all damages to the premises and to the Lessor's property caused by the acts of the Lessee or the Lessee's agents, employees, patrons, or guests, whether accidental or otherwise. Lessee further agrees to leave the premises in the same condition as existed on the date possession thereof commenced, ordinary use and wear thereof excepted.

11. EVENT CANCELLATION FOR WEATHER:

In the event inclement weather should cause cancellation of the event, to be determined by Lessor, this Agreement shall be null and void and shall not be binding on either Lessor or Lessee, save and except that as to any such fees or charges that may be collected by Lessee on leased premises during the term hereof, and continued adherence to all regulations. Exhibit fees shall be paid in accordance with page 1 above, with the exception that should an event be completely canceled prior to the start of the event the Exhibit fee will be refunded.

12. LICENSE, PERMITS, TAXES, FEES:

The Lessee shall obtain, at his own cost, City of Norfolk business license and any other license or permits as may be required by law, and shall pay all taxes, fees and charges prescribed by Federal, State, and local laws, ordinances, and regulations in connection with Lessee's use of the premises.

13. COPYRIGHT INFRINGEMENT ACTIONS:

Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Lessee agrees to defend, indemnify and save harmless the City of Norfolk, Norfolk Redevelopment and Housing Authority, Norfolk Festevents, Ltd., Waterside Marina,

LLC, Norfolk District Associates, LLC their agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

15. CAUSES FOR LEASE TERMINATION:

It is expressly understood and agreed that, without prejudice to any rights and remedies that may be available to the Lessor, in the event of any breach or failure to perform by Lessee one or more of the terms and conditions of this Agreement, the Lessor may terminate this agreement by so notifying the Lessee and may refuse to allow the Lessee to take possession of the premises or if Lessee is already in such possession, may stop all activities of Lessee on premises and oust Lessee from the premises. The Lessor, its agents, or employees shall in no way be responsible for the Lessee for carrying out the actions authorized by this paragraph. The waiver by Lessor of any breach of any term contained in this Lease shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

The Lessor reserves the right to evict any objectionable person or persons from any portion of the facility, and upon the exercise of this option or authority by the Lessor, its agents or police officers, the Lessee hereby waives any right or claim for damages against the Lessor or any of its agents or employees.

Should the premises be made impractical for use by any cause, the Lessor may, at its discretion, terminate and void this agreement, and the Lessee expressly waives any and all claims for damage or loss of profit or other compensation should this agreement be so terminated.

16. HAZARDOUS MATERIALS AND SITUATIONS:

Lessee agrees not to bring onto the premises of the Lessor any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to or death of, any person on such premises, or which is likely to constitute a hazard to property thereon, without prior written approval of the Lessor. The Lessor shall have the right, in its sole discretion, to refuse to allow any such material, substances, equipment, or object to be brought onto its premises and the further right to require immediate removal therefrom if found thereon.

17. PROHIBITED PRACTICES:

LESSEE AGREES:

- * No staples/nails permitted on tents
- * No food or beverage or consumable products sold or distributed.
- * All signs, tape, attachments, materials, exhibit accessories and decorations must be removed from exhibit space before leaving site
- * No digging holes at any time.
- * No strapping to permanent park fixtures, i.e., benches, trash barrels, light poles and similar items.
- * Compliance with all other provisions of the City Code covering Title IX, Town Point Park, sections 30-237-30-285

18. INSPECTION AND ENTRY:

The Lessor reserves the right to inspect the premises and Lessee's operation during the term of this agreement and for that purpose its duly authorized representatives may enter upon said premises and lessee's operation at any time and on any occasion without restriction.

19. LESSOR NOT LIABLE FOR LOSS OR DAMAGE:

The Lessor shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Lessee, or Lessee's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The Lessor shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Lessee; and the Lessor shall not be held responsible for any loss or damage to such items.

20. NO ASSIGNMENT NOR SUBLEASE:

Lessee shall not assign or sublease the whole or any part of this Agreement nor the premises without the prior written consent of the Lessor.

21. LESSEE'S RESPONSIBILITIES FOR STRUCTURES, DAMAGES, OPERATIONS:

Lessee specifically agrees not to move onto or construct, raise or otherwise erect on the premises any tents, booths, buildings, or structures of any kind without the prior consent of the Lessor, and the Lessee shall be responsible for any damage to the premise and to the Lessor's property caused by such acts of the Lessee or Lessee's agents, employees, patrons, or guests, whether accidental or otherwise. Lessee further agrees that all properties and decorations brought onto premises will be removed immediately following the activity and prior to the expiration date set forth above.

Lessee shall be responsible for policing and maintaining a neat and orderly appearance in and adjacent to the Exhibit area. To this end, Lessee will provide trash bins as receptacles for its own use and for the use of its patrons, within its premises.

22. APPROVAL OF ADVERTISING AND DECORATIONS:

Lessee agrees to have all of its advertising and booth decorations approved by Lessor prior to its release and/or display. Lessee shall not promote, display, or distribute promotional material or signage for any corporate identity, company, or product other than those dictated and allowed by the Lessor.

23. FINANCIAL BOOKS AND RECORDS:

Lessee shall maintain complete and accurate records of its receipts and expenditures made pursuant to this agreement for a period of not less than one year from the last day of the lease term. Lessee agrees to permit Lessor to examine or audit Lessee's financial books and records, including state and federal tax returns, at the option of the Lessor to have the same examined, by a certified public accountant selected and paid for by the Lessor.

24. JUDGEMENT OF LESSOR:

Any matters not herein expressly provided for shall be decided by the judgment of the Lessor, and such decision shall be binding upon the Lessee.

IN WITNESS WHEREOF, the City of Norfolk, as Lessor, has caused this AGREEMENT OF LEASE to be signed in its name and on its behalf by Douglas L. Smith, its City Manager, pursuant to Section 2-81 of The Code of the City of Norfolk, Virginia, 1958, and

Click here to enter text.has affixed its signature and seal hereto on behalf of the Lessee.

(Name of Company)

BY: _____
(Lessee)

**(Title of Lessee)

CITY OF NORFOLK

BY: _____
(Lessor) City Manager

Attest:

City Clerk

Approved as to form and correctness:

Deputy City Attorney

Contents approved:

Director of Cultural Facilities, Arts and Entertainment

* If Lessee is part of a partnership, indicate "General Partner".

** Title should be one of the following: Owner, Partner, Officer of a Corporation or authorized representatives.