



# VISALIA

## CONVENTION CENTER

City of Visalia – 303 E. Acequia – Visalia CA 93291 – (559) 713-4000 – (800) 640-4888 – FAX (559) 713-4804 – Email [vcc@ci.visalia.ca.us](mailto:vcc@ci.visalia.ca.us) – WEB PAGE [www.visalia.org](http://www.visalia.org)

### AGREEMENT «AccountNo»-«Eventnumber»

This Agreement, made and entered into this on «TodayMONTH day year», by and between the CITY OF VISALIA, a municipal corporation, hereinafter referred to as CITY, and «EventCompanyName», «firstname» «lastname», «address», «city», hereinafter referred to as CLIENT. To become effective this Agreement is to be signed and returned before «returndate», along with any additional deposits.

1. **EVENT SCHEDULE:** The CLIENT desires to rent the «room» for a «Eventtype» on «Eventdate». The CITY agrees to grant CLIENT entrance and use of this facility. The CLIENT is responsible for occupying and vacating premises according to the time specified in Attachment "A" and any deviations may result in overtime rental and personnel charges payable to the CITY.
2. **SET-UP and CONDITIONS:** Standard set-up includes normal heat, lights, air conditioning, usual cleaning, room set-up, and routine maintenance by the CITY. The facility will be set up as requested by CLIENT and CLIENT will discuss set-up with the CITY, at least thirty (30) days prior to holding the event for which this Agreement is issued. Full details outlining all facilities required, all stage requirements, the hall and chair set-up and such other information as may be requested by the CITY concerning this event shall be discussed with the CITY. CLIENT will not cause to be affixed by any means to any portions of the building, banners, signs, posters, or any other materials without specific authorization of the CITY. Approval of final set-up will be accomplished by a pre-event walk-through with the appropriate CITY personnel, outside vendors and CLIENT representative at least two (2) weeks before the event date.
3. **PAYMENT:** The Client agrees to a Facility/Equipment/Services fee of \$«Totalpayment» as identified in Attachment "A."  
  
The total Facility/Equipment/Services fee will be offset by a Meal Value Discount of \$«mealvalue» based on a minimum meal value guarantee of \$«perperson» per person, based on a minimum guarantee of «minguarantee» guests. Should the meal value or the number of guests differ from the minimum guarantee, the Meal Value Discount will be adjusted accordingly. Food and beverage services are subject to a separate Agreement.
  - 3.1 Final payment will also include fees for additional facility, equipment and/or services as requested by CLIENT that are in addition to that as described in ATTACHMENT "A," the compensation for which will be at the then current Rates & Fees and is not included in the amounts specified herein above. A schedule of Equipment and Services Fees is available and is not to be deemed inclusive of all fees and charges.
  - 3.2 Complete fee settlement is to be made on or before 30 days from billing date. CLIENT further agrees to pay eighteen percent (18%) per annum (1.5% monthly) on the unpaid balance after 30 days from billing date except on charges in dispute. If and to the extent the disputed charge is resolved in CITY's favor, the interest shall be reinstated from the date when originally due and until paid in full. A \$25.00 fee will be charged for each returned check transaction.
  - 3.3 I hereby authorize the CITY to charge my credit card «creditcardtype», Account No (including 3 digit # of backside of card) «ccardnumber», Exp. Date: «expdate», for the full amount of my obligation under this contract or for any other outstanding balances due the CITY resulting from facilities, equipment, or services provided by CITY to CLIENT.
4. **DEPOSITS AND CANCELLATIONS:** A deposit of \$«deposit» is due on «depositdue», for a total client deposit of \$«deposit». The total client deposit will be applied against the Facility/Equipment/Services fee of \$«Totalpayment». The total deposit will become non-refundable within six months prior to your event date. Should the event be canceled by CLIENT, any expenditures that have been incurred by the CITY beyond CLIENT deposit and related to the performance of this Agreement will be invoiced to CLIENT and payable within thirty (30) days. **If this Agreement is not signed and returned with accompanying deposits to the CITY by the due date, it will be considered null and void and the date will be removed from the CITY books.** Any cancellation by the CLIENT must be in writing and is not effective until and unless received by the CITY. Should the CLIENT fail to comply with or default in the performance of any of the terms and conditions of this Agreement, the CITY reserves the right to cancel this Agreement. Any deposit made by CLIENT to CITY can be retained by CITY and will not limit the rights of the CITY in seeking other legal relief including the recovery of damages.
  - 4.1 In addition, a damage deposit of \$«damagedeposit» is due by «damagedue». An equipment inventory will be taken before the next user is allowed to use the same facility and no later than 24 hours after the event. Any damages to or loss of equipment or damage to the facility will be deducted from this deposit. Should repair and/or replacement of damaged equipment and/or facility furnishings exceed the amount of the deposit, the CLIENT shall pay the excess amount to CITY. At CLIENT request, a walk-through will be arranged prior to and following the event, for the purposes of this damage deposit. The excess damage deposit will be applied to the balance due to CITY unless otherwise requested.
  - 4.2 In addition, a box office deposit of \$«boxdeposit» is due by «boxdepdue». This deposit is non-refundable if cancellation occurs by CLIENT request within six months prior to the event date. If this Agreement includes use of facility for an event for which the box office is used and there is a charge for admission, the CITY will have exclusive supervision, charge, and conduct of the sale of all tickets and collection of all admission charges. If ticket sales by CLIENT at locations outside the facility are permitted, CLIENT will furnish an accurate statement of all monies received from such sales. The CITY will have the right to audit the Client's books to verify the accuracy of the statements.
  - 4.3 In addition, a surety deposit of \$\_\_\_\_\_ is due by \_\_\_\_\_. This deposit will cover any need of the Visalia Convention Center and/or CITY to remove portable or other signs used for advertisement which is specifically prohibited by CITY sign ordinance (VMC Title 17, Chapter 17.48, Section 17.48.050).
5. **CATERING:** The CITY reserves the right to provide full break and reception service, continental breakfast service, and other limited food services upon request. Full meal, liquor, and concession service must be prepared and served by caterers approved by the CITY. The CLIENT should contact and make arrangements with a caterer selected from the Approved Caterers List.
6. **INDEMNIFICATION:** The CLIENT hereby agrees to indemnify and hold harmless CITY and its officers, agents, employees, and assigns from any liability imposed for injury or damage to person or property, arising from CLIENT's use of CITY's facilities before, after, or during the term of this Agreement from any cause whatsoever, except injury or damage resulting from the acts or omissions of CITY or its authorized agents.
7. **INSURANCE:** CLIENT agrees to secure on or before «insdue», prior to commencing any activities pursuant to this Agreement, and will maintain during the term of this Agreement, insurance coverage as follows:
  - A. Worker's Compensation Insurance as required by California statutes;
  - B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations, and Broad Form Property Damage (if applicable), in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form.

Each insurance policy required by this Agreement shall contain the following clause - "It is agreed that any insurance maintained by the CITY shall apply in excess of and not contribute with insurance provided by this policy." Each insurance policy required by this Agreement, excepting policies for workers' compensation, shall contain the following clause - "**The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds with respect to operations and or activities of or on behalf of the named insured pursuant to the Agreement with the CITY.**" **Certificate of insurance needs to specify all dates that client is on the premises.**

NO LATER THAN THIRTY (30) DAYS PRIOR TO COMMENCING ACTIVITIES UNDER THIS AGREEMENT, CLIENT WILL DELIVER TO CITY EVIDENCE OF INSURANCE. FAILURE TO PROVIDE THE REQUIRED INSURANCE MAY RESULT IN CANCELLATION OF THIS AGREEMENT. The Client will notify the CITY, immediately, in writing, if insurance coverage is canceled or changed before the event date and after the CITY has received evidence of insurance. The insurance requirement under this Agreement shall not be waived, altered, or otherwise changed, except upon the prior written authorization of CITY. Acceptance by CITY of an insurance certificate which does not comply with this Agreement, absent said written authorization, shall not constitute a waiver of the insurance requirements under this Agreement.

7.1 The CITY'S Risk Manager is hereby authorized to amend the insurance requirements set forth above in the event it is determined by Risk Management that such an amendment is in the CITY'S best interest. Risk Management can be contacted at (559) 713-4335, 707 W. Acequia St., Visalia, CA 93291.

8. **OCCUPANCY INTERRUPTION:** Should the Convention Center be destroyed or damaged to such an extent that such damage will substantially interfere with the use of the facilities by CLIENT, or should a strike, public emergency or other unforeseen occurrence or Act of God beyond the control of the CITY prevent CLIENT from using said facilities, then CITY shall have the right to terminate this Agreement and CLIENT shall only be liable for charges due at the time of such occurrence. Should the Agreement be terminated for any such cause, the CITY waives any claim for damages or compensation. Further, CITY retains the right to cause the interruption of any event in the interests of public safety, and to likewise cause the termination of the event when, in the sole judgment of CITY, to do so is necessary in the interest of public safety. CLIENT waives any and all claims for damages or compensation from CITY in the event of said interruptions or termination.

9. **ASSIGNMENT:** Neither this Agreement nor any of the rights of CLIENT hereunder may be assigned without prior written consent of CITY.

NOTICE: Any notices to be given hereunder shall be written and shall be served either by personal delivery or by first class mail, postage prepaid, return receipt requested and addressed, as follows:

<b>CITY:</b> Visalia Convention Center 303 E. Acequia Visalia, CA 93291	<b>CLIENT:</b> «EventCompanyName» Attention: «firstname» «lastname» Address: «address» City/State/Zip: «city»
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10. **INTEGRATION:** This Agreement represents the complete and entire understanding between the parties as to those matters contained herein. No prior oral or written understanding, except as expressly provided herein, shall be of any force or effect with respect to those matters covered herein. This Agreement may only be modified or amended in writing signed by both parties. Both parties acknowledge that the headings used herein are for reference only and that the terms of this Agreement are set out in the text under such headings.

11. **ATTORNEY FEES:** In the event of legal action arising from this Agreement, the non-prevailing party agrees to pay the prevailing party reasonable attorney fees.

12. **SEVERABILITY:** If any term, condition, covenant, provision or part thereof of this Agreement is, or is declared, invalid, void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

13. **POSSESSORY INTEREST TAXATION:** In the event that use of the CITY facilities creates a possessory interest subject to taxation, the CLIENT is responsible for payment for the tax imposed upon the interest.

14. **EXECUTION IN COUNTERPARTS; FACSIMILE SAME AS ORIGINAL:** This Agreement may be executed in counterparts, each of which shall be an original and both of which shall constitute one and the same instrument. City may rely upon the Client's executed counterpart if delivered by telefacsimile transmission on the day of execution and if the original executed counterpart is received by City, at the address above, no later than the earliest of the following events: (a) within five (5) business days following the date of execution, or (b) not later than (5) business days prior to the Event Date.

15. **BUSINESS TAX:** Should you or your vendors or exhibitors conduct any business, trade or profession including selling, marketing or promoting of any product or service, and your vendors or exhibitors do not possess a current City of Visalia Business License, you will be required to pay a City of Visalia Business Tax at a cost of \$20 per day with a daily maximum of \$500, depending on the number of vendors or exhibitors marketing or selling, promoting or otherwise conducting business at the Visalia Convention Center or in the City of Visalia that do not possess a current City of Visalia Business License.

16. **CONSTRUCTION:** This Agreement is the product of negotiation and compromise on the part of both parties and the parties agree, notwithstanding Civil Code Section 1654, or any subsequent amendment thereto, that in the event of uncertainty, the language of the Agreement will not be construed against the party causing the uncertainty.

17. **ITEMS LEFT ON PREMISES:** The CITY is not responsible for property, signage, materials, equipment, food, or any other items left on the Visalia Convention Center premises at the conclusion of CLIENT's event. All items left on the premises will be disposed of after three (3) days if left unclaimed by CLIENT or CLIENT's vendors or representatives unless arrangements for disposition have been made with Visalia Convention Center staff prior to the event.

**The Visalia Convention Center guarantees space appropriate for your group's requirements; however, actual room assignment may vary and is subject to change.**

**This Agreement must be signed and returned to the CITY with the accompanying deposits set forth in Paragraph 4, or it will be considered null and void and the date will be removed from the CITY books.**

APPROVED and AGREED to:

"CLIENT"

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Authorized Representative

"CITY OF VISALIA"

BY: \_\_\_\_\_ INITIALS: «salesinitials» DATE: \_\_\_\_\_

- Eugene W. Roeben Jr., Interim General Manager

**PLEASE SIGN AND RETURN**

«AccountNo»-«Eventnumber»