

**AURORA METROPOLITAN EXPOSITION
AUDITORIUM AND OFFICE BUILDING AUTHORITY
RIVEREDGE PARK
LICENSE AGREEMENT**

THIS RIVEREDGE PARK LICENSE AGREEMENT made this **TUE JULY 18, 2017**, by and between the AURORA METROPOLITAN EXPOSITION AUDITORIUM AND OFFICE BUILDING AUTHORITY, a political subdivision and a municipal corporation of the State of Illinois, hereinafter called "AUTHORITY" and **CITY OF AURORA**, hereinafter called "LICENSEE".

NAME: **CITY OF AURORA – PURCHASING DEP'T**
REPRESENTATIVES: **HECTOR OCHOA AHAB – DAN BARREIRO**
ADDRESS: **44 EAST DOWNER PLACE**
CITY: **AURORA** STATE: **ILLINOIS** ZIP: **60506**
PHONE: **(630) 962-9813 / (630) 256-3401**
E-MAIL: JCoulter@aurora-il.org / Illinoisbanker@sbcglobal.net / DBarreiro@aurora-il.org

WITNESSETH:

1. PREMISES AND PURPOSE

1.01 In consideration of the covenants and agreements herein expressed and the faithful performance by LICENSEE of such covenants and agreements, the AUTHORITY hereby licenses the LICENSEE and LICENSEE hereby licenses from the AUTHORITY the right to use the premises described as RIVEREDGE PARK, hereinafter called "PARK", located at 360 North Broadway, Aurora, Illinois 60505, for the sole purpose of presenting ***FIESTAS PATRIAS*** on **SATURDAY & SUNDAY SEPTEMBER 16 & 17, 2017**, and for no other purpose.

1.02 Any clause or item in this Agreement with the designation **N/A** or following the clause or item will be considered **NOT APPLICABLE** to this Rental Agreement and **ADDENDUM**. Any clause or item in this Agreement, which has **TBD** within or at the end of said clause or item, refers to the specifics of the clause or item will be determined at a later date than the date that this Agreement is issued.

2. TERM AND STAFF

2.01 The premises and staff of the AUTHORITY shall be available to, and for the use of, the LICENSEE for the following periods:

2.01.1 Preparation/Load-In: **SAT SEP 16, 2017 / 8AM**

2.01.2 Preparation/Load-In: **SUN SEP 17, 2017 / STAFF & VENDORS 10AM**

2.01.3 Gates Open: **SAT SEP 16, 2017 @ 1PM / SUN SEP 17, 2017 @ NOON**

2.01.4 Festival Ends: **SAT SEP 16, 2017 @ 10PM / SUN SEP 17, 2017 @ 8PM**

2.01.5 Removal Completed by: **SUN SEP 17, 2017 / 11:59PM**

3. FEES

3.01 In consideration of this license, the LICENSEE agrees to pay to the AUTHORITY, as fees for its use of the premises, the following sums:

3.01.1 The estimated expenses in the amount of **\$46,199.07**, payable as follows: **\$0.00** upon signing of rental agreement, and any balance of the facility rental fee and related expenses on the SETTLEMENT DATE, or as specified in CLAUSE 1A of this agreement's ADDENDUM section on page six (6).

3.01.2 Other reimbursable expenses: SEE ADDENDUM

3.01.3 In addition to these fees, the LICENSEE shall pay on or before the SETTLEMENT DATE for all staff time required in excess of that scheduled in Paragraph **2.01** at the rate of one and one half (1 ½) of the rate of compensation for the staff multiplied by the additional time required. If the event runs over the time period as set forth in Clause **201.3**, the LICENSEE agrees to pay the AUTHORITY additional facility rental fees at a the rate of **\$500.00** for every thirty (30) minute period or portion thereof that event runs past the aforementioned event times.

3.01.4 The SETTLEMENT DATE IS: Upon invoicing (following the event.)

4. APPLICABILITY OF GENERAL INSURANCE CONDITIONS

5.01 The LICENSEE will secure and furnish the AUTHORITY upon signing this rental agreement contract, policies or certificates of comprehensive general liability insurance with limits of liability of at least **\$1,000,000 and \$2,000,000** general aggregate insurance. The Policies or certificates of insurance must include the **AURORA METROPOLITAN EXPOSITION AUDITOTRIUM & OFFICE BLDG AUTHORITY** as additional insured. LICENSEE will also provide AUTHORITY with a **WAIVER of SUBROGATION**. *(The AUTHORITY recognizes some local governments and governmental departments, agencies, schools, etc., may have SELF-Insured Plans, which are subject to limits as set forth in State of Illinois statutes. The AUTHORITY will accept SELF-Insured Plans on a case-by-case basis.)*

5.02

5.02.1 INSURANCE REQUIREMENTS

A. General Requirements

- 1) "LICENSEE" shall procure and maintain at its own cost and expense, insurance of the kinds and in the amounts as indicated below;
- 2) "LICENSEE" shall be responsible to communicate to all Independent contractors hired by "LICENSEE" that they are subject to the same General Insurance Requirements, Other Insurance Provisions, and Minimum Insurance Provisions stated herein.
- 3) ***"LICENSEE's" insurance must cover any of LICENSEE's staff, employees, agents, volunteers, etc., who are not deemed to be Independent Contractors but are still under the employ, direction, or service of LICENSEE while on the premises of the AUTHORITY, whether receiving monetary compensation or not, and must cover any actions taken by said staff, employees, agents, volunteers, etc., which might cause damage to property or cause harm to any persons on the AUTHORITY's premises.***

4) "LICENSEE" shall not do, or permit to be done, anything in or upon the THEATRE or bring or keep anything therein or thereon, which will in anyway conflict with the conditions of any insurance policy or in any way increase any rate of insurance upon the THEATRE or on property therein.

5) All parties are to provide "AUTHORITY" with valid certificates of insurance, showing "AURORA METROPOLITAN EXPOSITION AUDITORIUM & OFFICE BLDG AUTHORITY" as an additional insured.

B. Other Insurance Provisions

1) General Liability and Automobile Liability

Policies are to contain, or be endorsed to contain, the following provisions:

a) The "AUTHORITY" its officers, officials, employees and agents are to be covered as insured's as respects to liability arising out of activities performed by or on behalf of "LICENSEE", premises owned, occupied or used by "LICENSEE" or automobiles owned, leased, hired or borrowed by "LICENSEE."

b) AUTHORITY's insurance coverage is applicable to any willful or negligent acts committed by AUTHORITY's personnel to AUTHORITY's, LICENSEE's, or LICENSEE's event participants or audience members' property or personnel, unless said acts are at the direction of the LICENSEE, LICENSEE'S representatives, or LICENSEE's sub-contractors.

b) For any claims related to this project, "LICENSEE's" insurance coverage shall be ***primary and non-contributory insurance*** as respects "AUTHORITY", its officers, officials, employees and agents.

c) "LICENSEE's" insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been to "AUTHORITY".

e) LICENSEE shall have property insurance on all of LICENSEE's equipment, costumes, instruments, etc, while in or on AUTHORITY's premises.

2) Care, Custody and/or Control

"LICENSEE" shall insure the "AUTHORITY" and its property while in the care, custody and/or control of the LICENSEE for full replacement cost value.

3) Acceptability of Insurers

Insurance companies shall have a current AM Best rating of no less than A: VII, or Municipal SELF-INSURED letter from City of Aurora Risk Management Department.

4) Verification of Coverage

"LICENSEE" shall furnish "AUTHORITY" with valid Certificate of Insurance evidencing coverage required by this agreement upon the signing of this agreement. Any outside vendors or sub-contractors, who will be on-site at the behest of the LICENSEE, must submit a Certificate of Insurance to the "AUTHORITY" a minimum of twenty (21) days prior to event date.

A. Minimum Insurance Coverage

- Commercial General Liability including products/completed operations and contractual liability: **\$1,000,000** per occurrence/**\$2,000,000** aggregate
- Commercial Auto Liability: **\$1,000,000** per occurrence
- Workers Compensation: ***Statutory Limits***
- Employers Liability: **\$1,000,000 each accident**
\$1,000,000 disease - policy limit
- **\$1,000,000 disease – each employee**
- Umbrella Liability: **\$1,000,000** per occurrence / **\$2,000,000** aggregate

5. INDEMNITY

- 5.01** LICENSEE shall conduct its activities upon the premises so as not to endanger any person thereon and hereby agrees to indemnify, save and hold harmless the AUTHORITY, its Commissioners, officers, employees, and agents from any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever, including attorney's fees, which the AUTHORITY, its Commissioners, officers, employees, or agents may sustain or incur or which may be imposed upon any of them for injury or death of persons, including injuries sustained by employees of LICENSEE or the AUTHORITY, or damages to property arising out of, connected with or attributed to the use or occupancy of any facilities of the THEATRE by LICENSEE. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the PARK by the consent of LICENSEE and LICENSEE agrees to pay for any damages to the facilities of the PARK resulting from LICENSEE's use or occupancy thereof or resulting from any acts, intentional or negligent, whether said acts are committed by LICENSEE, or its agents or employees or persons participating in or attending the function contemplated by the Agreement or on the premises with the permission of LICENSEE.
- 5.02** LICENSEE further warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners for their representatives, and agrees to indemnify and hold the AUTHORITY harmless from any and all claims, losses or expenses incurred with regard thereto.

6. DEFAULTS

- 6.01** LICENSEE acknowledges by the signing of this agreement that it is understood that LICENSEE's event is a "*RAIN or SHINE*" event. LICENSEE further acknowledges, that in the event of rain, hail, sleet, lightning, unusually high or low outside temperatures, or any other normal natural weather occurrence, LICENSEE must honor all financial terms of the rental agreement with respects to LICENSEE's obligation to the AUTHORITY.
- 6.02** In the event that (I) the PARK, or any portion thereof, shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or (II) the premises cannot be so used because of strikes, Acts of God, national emergency or other cause beyond the control of the AUTHORITY, then this Agreement shall terminate, and all deposits received by the AUTHORITY on behalf of the LICENSEE shall be refunded IN FULL, with the exception of any out-of-pocket expenses incurred by the AUTHORITY on behalf of or in relation to LICENSEE's event.
- 6.03** LICENSEE agrees that in the event LICENSEE defaults in (I) payment of the rent or any part thereof at the time due, or (II) performing any of the conditions, covenants or agreements in this Agreement, then this Agreement, at the AUTHORITY's option shall terminate. If the AUTHORITY declares this Agreement terminated, it shall use its best efforts, but not be obligated to re-let the premises, and LICENSEE shall despite the termination, pay the full amount of the rent plus damages, less any amount received by the AUTHORITY from others. The AUTHORITY may, at its election, in the event of LICENSEE's default or violation of the agreements of this Agreement, sue LICENSEE and recover for rents due hereunder and for damages without entry upon the premises or failure of the AUTHORITY to re-enter shall not constitute a waiver or election by the AUTHORITY of its remedies. The AUTHORITY shall have a lien upon any of LICENSEE's goods or other property which may be on the premises for the payment of rent or any damages due the AUTHORITY.

7. MISCELLANEOUS

- 7.01 NON-ASSIGNABILITY:** LICENSEE agrees to surrender the premises to the AUTHORITY at the end of the term of this Agreement in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use. Should LICENSEE fail to vacate the premises at the end of the term of the AGREEMENT or at its termination for any cause, then the AUTHORITY shall not be liable for any damages or loss sustained by such removal or storage or disposal elsewhere of such property.
- 7.02 SUIT TO ENFORCE:** Should the AUTHORITY institute suit or other action against LICENSEE as a result of LICENSEE’s failure to comply with any term of this Agreement, the AUTHORITY shall recover all damages provided by law, all costs and disbursements provided by Statute and all costs actually incurred, including reasonable attorney’s fees.
- 7.03 CONSTRUCTION OF AGREEMENT:** All persons or entities executing this Agreement as LICENSEE shall be deemed to have jointly and severally made and entered into the whole of the Agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and signed by the authorized representative of the AUTHORITY. This Agreement shall be governed by the laws of the State of Illinois.
- 7.04 ENTIRETY OF AGREEMENT:** It is expressly understood and agreed that the AUTHORITY makes no representations or agreements, oral or otherwise, outside of the terms of this Agreement which add to, broaden, vary or conflict with the provisions hereof. Any purported outside representation or agreements have no force or effect upon the rights or duties of the AUTHORITY hereunder. No term, provision or condition of this Agreement may be altered, amended or added, except upon the execution of a written agreement in the same manner as this Agreement.
- 7.05 CIVIL RIGHTS:** LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, service or privileges offered to, or enjoyed by, the general public.
- 7.06 APPROVAL OF AGREEMENT:** It is agreed that this Agreement will not be in force until it has been signed by both parties and approval has been given by the AUTHORITY. In the event approval is denied, deposit will be refunded to LICENSEE.
- 7.07 NOTICE:** All notices to be given to the LICENSEE, shall be given to it’s at the address shown on Page 1 hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above set forth.

AURORA METROPOLITAN EXPOSITION
AUDITORIUM AND OFFICE BUILDING
AUTHORITY

LICENSEE
CITY OF AURORA

BY: _____
ATTEST: William Pope / Rentals Manager

BY: _____
ATTEST: Jolene D. Coulter / Interim Dir of Purchasing

DATE:

DATE:

ADDENDUM

THIS ADDENDUM is attached to and made a part of the Agreement dated **TUE JULY 18, 2017** by and between **CITY OF AURORA**, hereafter called "LICENSEE", and the **AURORA METROPOLITAN EXPOSITION AUDITORIUM & OFFICE BUILDING AUTHORITY**, hereinafter called "AUTHORITY", for the license of **RIVEREDGE PARK**, hereinafter called "PARK" on **SAT & SUN SEP 16 & 17, 2017**.

WITNESSETH:

1. LICENSEE agrees to the following timetable, fees and other reimbursable expenses:

ESTIMATED EXPENSES (<i>1 Day Use of Park, Main Stage & Sky Deck</i>)	\$46,199.07
Stagehand Labor (\$13,542.79 ESTIMATED BASED ON A 2 DAY FESTIVAL)	as incurred
<i>(Updated Estimate of costs will be provided upon receipt & review of event's technical rider)</i>	
<i>(Tech Dir \$52.45hr / Hse Crew – Dep't Heads \$43.21 hr / Riggers \$47.73 hr / Extras \$35.96 hr / Add \$4.95hr for Video Pay)</i>	
Park Administration (\$500.00 per Event Day)	as incurred
Park Managers (\$35hr estimated 95hrs / Asst Mgrs \$20hr estimated 24hrs)	as incurred
Park Set-Up Crew (Chief \$18.50hr estimated 22hrs / Assts \$15hr estimated 40hrs)	as incurred
Security (Estimate: APD Sgts 45hrs & Ofcs 105hrs / In-House: Chiefs 26hrs & Assts 314hrs)	as incurred
<i>(4hr min – In-Hse Chief \$26 hr & Assts \$17.52hr / Uniformed APD Ofcs \$51.75hr / Admin Fee \$0.50 x # of hrs)</i>	
Park Electricians (\$47.50hr / 36hrs estimated)	as incurred
Gate Staff (4 Greeters \$16.50hr x 8hrs each / Client will provide other Gate Staff & Ticket Sellers)	as incurred
Trash Pick-Up & Janitorial Svcs (\$15.75hr / Estimate 162hrs)	as incurred
Dumpster & Trash Toter Svcs (\$300.00 per Dumpsters 2 estimated / All Park Toters \$25 per Day)	as incurred
Equipment Rental (Park Sound & Lights \$4,000.00)	as incurred
Porta-Johns (Std \$42ea 28 estimated/ ADA \$65ea 5 estimated / Wash Sinks \$42ea 5 estimated/ Bckstg Refresh 8 x \$12)	as incurred
Stagehand Hospitality (\$10.00 per stagehand per meal or client will provide approved hot meals)	as incurred
Marketing \$3,000 (6 E- Blasts / Listing on Park Website & Season Brochure / Inclusion in PSA Ads / VP's Consulting)	as incurred
Miscellaneous (Bags of Ice \$3.50ea if available / Trash Bag Liners \$65.40 per case – 3 estimated)	as incurred

This agreement is null and void unless returned to AUTHORITY on or before **FRIDAY JULY 28, 2017**, and LICENSEE shall provide proof of insurance as specified on pages two & three of License Agreement (**5.01.1**) to the AUTHORITY upon the signing of this agreement.

1A. A complete settlement will be conducted within two weeks following the event date (**SUNDAY SEPTEMBER 17, 2017**); any balance will be paid upon invoicing.

2. All Certificates of Insurance must be received by the AUTHORITY as stipulated in Clause **5.01** of this rental agreement in order for the AUTHORITY to submit licensing requests to the City of Aurora and receive approval on said licensing requests from the City of Aurora. Without licensing from the City of Aurora, AUTHORITY cannot allow LICENSEE's event to take place until said licenses are approved and received by the AUTHORITY.
3. All performers, technicians, vendors, and other personnel attached to the LICENSEE's events are to use the designated back stage entrance, or other so designated entrance/entrances, when entering and leaving the PARK. Permission to enter the backstage and dressing room areas will be denied to friends and relatives of required personnel, both during rehearsals and performances. LICENSEE will provide non-transferable backstage passes to qualified personnel.

4. Any backstage authorized personnel must display an AUTHORITY APPROVED PARKING PASS to gain access to backstage parking area with a vehicle. Any vehicles not displaying the appropriate parking pass will not be allowed entry to the backstage parking area; and, any vehicles parked in the backstage parking area not displaying an AUTHORITY APPROVED PARKING PASS on the vehicle's dashboard will be towed at the owner's expense.
5. LICENSEE is required to use AUTHORITY's Technical Director, House & Production Managers, stagehands, ushers/gate staff, janitorial staff, security personnel, Park Set-Up & Take-Down staff, and for ticketed events box office staff & computerized ticketing system, unless AUTHORITY grants LICENSEE the privilege to sell its own tickets, as needed to facilitate LICENSEE's event. The AUTHORITY reserves the right to determine the number of personnel needed to adequately service LICENSEE's event.
6. *Upon AUTHORITY's written approval, LICENSEE may provide personnel to service LICENSEE's event, where it does not conflict with any contractual arrangements the AUTHORITY has with certain local businesses, service companies, unions, food & beverage providers, vendors, etc. In the event the AUTHORITY grants LICENSEE the privilege of using its own vendors, food & beverage providers, staff & service companies, etc., said vendors, food & beverage providers, staff & service companies, etc., are subject to obtaining applicable City of Aurora and/or Kane County licenses, Kane County Health Department requirements, required certificates of insurance, adhere to Park Rules & Regulations, and comply with any direction given by AUTHORITY's Park Managers.*
7. LICENSEE or designated representative there of, must be present at the time of Load-In to help coordinate the set-up with the AUTHORITY's Technical Director and Managers; and, MUST BE ON-SITE throughout the ENTIRE Load-Out process.
8. LICENSEE acknowledges receipt of the RiverEdge Park rental fee/labor cost document from the AUTHORITY. LICENSEE further acknowledges that LICENSEE has read page two of the RiverEdge Park rental fee/labor cost document, specifically pertaining to contractual stagehand meal breaks/video pay and vendor provisions.
9. LICENSEE acknowledges receipt of the AUTHORITY's "RENTAL TIMELINE" document, and agrees to adhere to all terms contained thereof, including specific dates pertaining but not limited to submissions of vendor & sponsor applications, certificates of insurance, health permits, and product requests; basset certifications, technical riders, event & music schedules, map of vendor placement within the Park, volunteer assignments, Park tent & equipment requests, rental deposits, etc.
10. If LICENSEE's event has multiple acts using the RiverEdge Park Main Stage, **LICENSEE MUST** schedule a minimum of thirty (30) minutes between acts in order for the Park's stage crew to be able to remove and set-up equipment for each act and do a sound-check, or as agreed to by AUTHORITY's technical director **at least fourteen (14) days prior to event date.**
11. The AUTHORITY's PARK Manager will have final authority on all matters at the front of house including giving directions and orders to any of LICENSEE's staff or volunteers, who have been assigned to assist with various PARK related job duties. The AUTHORITY's Production Manager and/or AUTHORITY's Technical Director will have final authority on all matters at the back of house including the final word on maximum sound levels. The AUTHORITY's Technical Director will have final authority on all technical matters including stagehand labor personnel and issues.

12. **Technical riders and music act schedule must be received at least twenty-one (21) days prior to event date.**
13. The AUTHORITY's PARK Manager will have final authority on all matters within the PARK. The AUTHORITY's Production Manager and/or AUTHORITY's Technical Director will have final authority on all matters pertaining to the backstage areas, authorized backstage personnel, and including the final word on maximum sound levels. The AUTHORITY's Technical Director will have final authority on all technical matters including stagehand labor personnel, Main Stage sound & light operation, and any other technical issues. **Technical riders must be received at least 21 (twenty-one) days prior to event date.**
14. LICENSEE agrees that all advertising and press releases must include a ticket on-sale date, or be placed after tickets are available for sale. All advertising must also include the name and address of the PARK; and, *if utilizing the AUTHORITY's ticket sales system and personnel*, the AUTHORITY's Box Office telephone number (630 - 896-6666), and theatre's website address (www.riveredgeaurora.com) for on-line ticket sales. "AUTHORITY" is not obligated to market or advertise LICENSEE's event in any way.
15. LICENSEE shall not make use of flames, fire, or pyrotechnics of any type on the stage, within the PARK, or on the property of the PARK without the advance written consent of the AUTHORITY. LICENSEE shall not put up or operate any engine, motor, or machinery; or use oils, flammable fluids such as but not limited to butane, propane, kerosene, naphtha, or gasoline, for either mechanical or other purposes, or employ any medium other than electricity for illumination within the PARK.
16. LICENSEE must inform the AUTHORITY with written notice of its intent to use smoke or the theatrical equivalent of smoke within the PARK or on the PARK's property; and the LICENSEE, production company, artist/artists, entertainer/entertainers, other staff, or company under the employ, direction, or license of the LICENSEE must obtain written approval from the AUTHORITY to employ the use of smoke within the PARK or on the property of the PARK. Failure to inform the AUTHORITY and obtain AUTHORITY's approval may result in additional expenses, such as, but not limited to, refunds to patrons due to evacuation of the THEATRE or allergic reactions to smoke or chemicals used, cost of Police Departments, Fire Departments, and Alarm Companies responding to alarms set off by said smoke, and any additional labor costs for stagehands, ushers, security, managers, valet parkers, concession staff, and janitorial staff.
17. Cancellation Policy: Any brochure payments are non-refundable as are any facility rental deposits, except for the provisions set forth in Clause 7.01.1 on page four (4) of this agreement. LICENSEE must notify the AUTHORITY in writing to cancel.

AGREED AND ACCEPTED:

AURORA METROPOLITAN EXPOSITION
AUDITORIUM & OFFICE BLDG AUTHORITY

CITY OF AURORA

William Pope / Rentals Manager

Jolene D. Coulter / Interim Dir of Purchasing

DATE

DATE