



An SMG Managed Facility

SPECIAL EVENTS USER AGREEMENT

Date: _____
Group Name: _____
Contact Person: _____
Address: _____
City/State/Zip Code: _____
Telephone Number: _____; Fax: _____
E-mail: _____

Contract Number: _____
Salesperson: _____

1. This AGREEMENT is made between SMG ("MANAGER") and ("AUTHORIZED USER"); hereinafter referred as "USER".

WITNESSETH

IN CONSIDERATION of the mutual covenants contained in this "Agreement", the MANAGER and USER agree as follow:

1. Purpose

User shall use this space for the sole purpose of hosting a "_____"

2. Leased Space and Use Date

The MANAGER grants to USER permission to use the portions of the GWINNETT CENTER in Gwinnett County, Georgia (the "Premises") as listed below subject to the type of use, terms and conditions contained herein:

Date	Day	Time From	Time To	Function	# of Persons	Set-Up	Space	Rental
							TOTAL:	

Note: Any changes to this list will be at the USER'S expense

Special Terms and Conditions

- * Note: Rental **does not** include cost of required Event Personnel (please refer to Page 2 of this contract)
- * Note: Room subject to change, but will remain consistent with group size. Client will be notified of room assignment.
- * Note: **Certificate of Insurance is required for all events.** Failure to provide this certificate prior to the event date will result in your automatic purchase of a Master Venue Program Policy (see Section 4 for rates).
- **All food and beverage to be arranged exclusively through Proof of the Pudding.**

Room Rental Deposit(s) and Signed Contract

_____ \$ _____
Due on or before: _____

**Note: All payments made less than thirty (30) days from the beginning of the event must be made by certified check, money order, cash or credit card.*

Estimated Room Rental Balance

_____ \$ _____
Due on or before: _____

Payment Requirements

- A. All payments are to be made payable to the Gwinnett Center (**please include contract number on all checks**).
- B. Failure to make advance payments on time shall constitute immediate breach of this Agreement by USER. It is agreed that in that event MANAGER will retain the payments received on the rental theretofore collected and USER agrees that liquidated damages in that amount are reasonable.
- C. A service charge of \$20.00 or 5% of the total amount of the check (whichever is greater) will be imposed on any checks returned for non-sufficient or uncollected funds. MANAGER will pursue all legal and civil avenues allowable by law to collect the debt.
- D. All deposits and payments will be credited against costs when Event is invoiced. Incidental costs and balance of rental fee, if any, are due upon receipt of invoice.

3. Estimated Expenses

Event Personnel may include any or all of the following as determined by management:

Ticket Sellers	@	\$ 15.00/hour	\$
Ticket Takers	@	\$ 15.00/hour	\$
Front House Manager	@	\$ 17.50/hour	\$
Ushers	@	\$ 15.00/hour	\$
Electrician	@	\$ 25.00/hour	\$
Production Manager	@	\$ 26.00/hour	\$
Light or Sound Technician	@	\$ 23.00/hour	\$
Stage Hand	@	\$ 18.00/hour	\$
Uniformed Security	@	\$ 20.00/hour	\$
Emergency Medical Technician	@	\$ 20.00/hour**	\$
Uniformed Police Officer	@	\$ prevailing rate***	\$

Total Estimated Event Personnel Expenses (in addition to Room Rental)
(Estimate will be issued when event details are further developed)

*All rates are minimum four (4) hours.
 **Emergency Medical Technician requires a \$20.00 set-up fee.
 ***Uniformed Police Officer requires a set-up fee.

Facility Services/Equipment:

_____	Chairs @ \$1.00 each	\$
_____	Chairs on Risers @ \$2.00 each	\$
_____	Bare Table @ \$10.00 each	\$
_____	Draped Table @ \$15.00 each	\$
_____	Draped and Skirted Table @ \$25.00 each	\$
_____	10' x 10' Exhibit Booth (with table/(2) chairs/pipe & drape) @ \$50.00 each	\$
_____	Pipe & Drape (8 foot banjo cloth) @ \$4.00/foot	\$
_____	Risers (6' x 8' sections x 8", 16" or 24") @ \$.75/square foot	\$
_____	Staging (4' x 8' sections x 28" or 48", in increments of 2") @ \$.75/square foot	\$
_____	Portable Dance Floor @ \$.75/square foot	\$
_____	Easel @ \$10.00 each	\$
_____	Daily Cleaning @ \$250.00/day	\$
_____	Phone Charges @ \$100.00/line	\$
_____	Upright Piano (tuned) @ \$150.00 daily	\$
_____	Forklift (call for rate)	\$
_____	Electrical Charges (arranged through Technical Services Department)	\$
_____	Genie Lift (call for rate)	\$
_____	Overtime Charge @ \$_____ /Hour (applied only if time exceeds that on contract)	\$
_____	Audio Visual Equipment (arranged through Technical Services Department)	\$
_____	Ticket Administration Fees \$TBD	\$
_____	Credit Card Percentages 3% (associated with Ticket Sales)	\$
_____	Orchestra Shell @ \$300.00 (Performing Arts Center only)	\$
_____	Choral Risers @ \$25.00/section	\$

Total Estimated Expenses (in addition to Room Rental)
(Estimate will be issued when event details are further developed)

Set-Up Requirements

- A. Any changes to this list will be at USER'S expense.
- B. Equipment prices apply only to items available in the Center inventory. Any equipment needs above the Center inventory will be billed in accordance with rates available from outside rental agencies.
- C. Stage/Production Technical Support must be arranged through Gwinnett Center Technical Services Department. Rates available upon request.

4. Insurance

- A. USER shall provide certificates of insurance evidencing the following coverages, due on or before: _____
 - Comprehensive public liability and property damage insurance with a combined single limit of at least one million dollars (\$1,000,000.00), issued by a company licensed to provide such coverage in the State of Georgia, insuring against all liability arising out of use of the Center by USER, and must include on the policy and certificate as additional insured:
 1. SMG
 2. Gwinnett County Government
 3. The Gwinnett Convention and Visitor's Bureau.
 - Such other insurance as MANAGER deems appropriate in order to properly insure or otherwise accommodate the Event.

-OR-

- B. Insurance (Master Venue Program) will be ordered by MANAGER if certificate is not received within 2 weeks prior to move-in date and USER will be invoiced (Subject to prevailing rate at time of event; \$75.00)

minimum); **Multiple Venue Program:** _____ day(s) subject to prevailing rate at time of event. Total amount due to be determined by MANAGER based upon final number of actual attendees.

5. Capacity

USER shall not permit the sale or distribution of tickets, passes or registration badges in excess of the capacity of the Center, nor admit a large number of persons than can safely or freely move therein. The responsible fire marshal or designee shall have the right to determine capacity in all areas of the Center. USER agrees to utilize the services of and honor any Agreements that the MANAGER may have entered into on behalf of the MANAGER with any private contractors. USER agrees to furnish sufficient Gwinnett County Police and/or security guards prior to, during and after each Event; final definition as to what constitutes sufficient Gwinnett County Police and/or security guards shall be determined by the General Manager. USER agrees to pay for Gwinnett County Police and/or for any private security used.

6. Cancellation by Manager

In the event that the MANAGER should determine that a reasonable basis exists for concluding either that there has been a default, non-performance or breach of any of the warranties, terms or conditions of this Agreement by USER or that USER has abandoned or cancelled the Event, the MANAGER shall have sole and complete discretion to declare the Event to be cancelled and the MANAGER shall be authorized to retain USER'S initial deposit or 50% of original estimated Food and Beverage revenue for catered events as liquidated damages. USER shall also pay on demand to the MANAGER any Out-of-Pocket Expenses incurred by the MANAGER in connection with such cancelled Event.

7. Cancellation by User

- A. USER must submit written notice of cancellation to the MANAGER at least sixty (60) calendar days prior to the cancellation of any date or dates covered by the Agreement for the Meeting Rooms and at least twelve (12) months prior to the cancellation of any date or dates covered by the Agreement for the Exhibit Hall, Ballroom and Performing Arts Center or any portion thereof. Refund of rental fees shall be made when USER gives the required notice or as otherwise noted in Paragraph 5. Failure to so comply shall result in loss of rental fees.
- B. In the event that USER cancels an Event within sixty (60) calendar days prior to the date or dates covered by the Agreement for Meeting Rooms and within twelve (12) months prior to any date or dates covered by the Agreement for the Exhibit Hall, USER shall be responsible for and shall pay MANAGER the fixed rental from such Event and all ancillary income and/or fees scheduled to be received by MANAGER in connection with such Event.
- C. Upon receipt of USER'S written notice of cancellation, MANAGER shall invoice USER for all applicable rental and fees. Such fees will be due and payable thirty (30) days from date of invoice.

8. Ticket Handling Sales and Scaling

If satisfactory arrangements are not made between MANAGER and USER as to ticket ordering, handling, sales and scaling at least forty (40) days before "First Day of Use" of the Facility, this Agreement is voidable at MANAGER'S option in which event the Deposit will be forfeited. All tickets and money received therefrom shall at all times be under the charge and control of MANAGER or its designee and shall remain so until completion of the Event and the full and satisfactory settlement of the Total Estimated Room Rental, Total Estimated Expenses, and all other costs and charges incurred by the USER in connection with the Event. Under no circumstances may USER draw an advance of funds from gross receipts generated in connection with this Agreement prior to the final settlement herein described.

9. Ticket Sales

- A. *Box Office and Ticket Agencies* - USER must use the Gwinnett Center Box Office and only ticket agencies approved by MANAGER. The MANAGER shall prescribe the form of the ticket, accounts, records and reports that shall be used by USER in staging the Event and an accounting for the gross receipts thereof. USER will be responsible for the payment of all costs and box office fees associated thereto.
- B. *Responsibility of USER in Event Cancelled Performance* - USER shall insure that an announcement is made promptly whenever a performance included in the Event does not begin as scheduled. Refund requests will be honored at any time performance of the Event does not begin as scheduled, but MANAGER will accrue its full percentage, as requested herein, of total sales (including those refunded) as though no refunds had been made.

10. Clean Up

MANAGER will be responsible for cleaning the Premises before and after USER'S use. USER agrees to reimburse MANAGER for any additional labor or other costs for above-normal clean-up costs related to USER'S use of the Premises.

11. Food and Beverage

The Gwinnett Center's official in-house concessionaire and catering company is the only firm that will be allowed to serve food and beverage of any kind on Center property and parking areas that is packaged to be consumed on the Premises. Food and beverage samples in conjunction with specific exhibits that are to be given to attendees free of charge must be pre-approved in advance with written consent of the MANAGER prior to the Event.

12. Programs, Records, Novelties and Souvenirs

USER shall pay to MANAGER, in addition to the Room Rental and Deposit Schedule, a flat fee of \$ _____ as proceeds on the sale of all programs, records, novelties and souvenirs sold before, during and after each performance of the Event.

13. Motion Pictures, Radio and Television

No Event presented on the Premises shall be broadcast or telecast without express written consent of the MANAGER. In the event USER wishes to film or broadcast the Event, USER agrees to grant MANAGER the right of first refusal to provide all film, recording, broadcast and other similar rights and services related to the filming or broadcast of the Event.

14. Patents, Trademarks, Copyrights and Royalties

USER assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights in connection with USER'S use of the Premises, and all USER agrees to indemnify and hold harmless MANAGER from all damages, costs and expenses, including attorney's fees, on account of the use of any such materials, equipment, devices, processes or dramatic rights by USER or its agents, performers and exhibitors. USER agrees to pay all royalties, license fee and any other charges accruing or becoming due by reason of any music, live or recorded, or other entertainment of any kind played, staged or produced by USER, its agents, employees or licensees on the Premises.

15. Act Approval

- A. MANAGER reserves the right to approve all supporting or opening acts to appear in connection with USER, and no substitutions of said supporting or opening acts may be made without prior written consent of MANAGER.
- B. No person or persons will be permitted to address the audience except USER'S performers, a master of ceremonies, MANAGER and MANAGER'S agent without the prior written consent of MANAGER.

16. Conduct By Performers

USER, or an authorized agent of USER, agrees to remain on the Premises at all times during the Event, and shall immediately intervene during the Event should any performer encourage the audience to leave their seats or should any performer make obscene or lewd remarks or gestures to the audience. MANAGER does not imply that any of USER'S performers will conduct themselves in such a manner and this paragraph is intended only to put USER on notice of potential violations of law or fire and safety regulations should such acts by performers occur.

17. Door Opening To Public

USER agrees to open entrance to the Premises to the public at least one (1) hour prior to any scheduled performances of the Event. MANAGER reserves the right to open or close doors to entrance for public safety and crowd control reasons at any time MANAGER deems necessary in its sole discretion.

18. Interruption or Termination of Show

MANAGER shall retain the rights to cause the interruption of any performance of the Event in the interest of public safety, and to likewise to cause the termination of such performance when, in the sole judgment of MANAGER, such act is necessary in the interests of public safety.

19. Announcements

MANAGER reserves the right to make announcements during intermission of any performance of the Event which would relate briefly to future attractions. MANAGER is also entitled to make such announcements it may deem necessary at any time in the interest of public safety. USER agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats.

20. Additional Expense Report

USER hereby acknowledges and agrees that MANAGER retains the right to require funds for expense deposit. Additional funds shall be required if MANAGER determines, in its sole discretion, that anticipated ticket revenues held by the Center Box Office will be insufficient to cover anticipated expenses of the Event. The required deposit must be paid in cash or cashier's check made payable to MANAGER prior to move-in.

21. Audio Visual Recording

Should the Event described herein be filmed, taped, recorded, and/or broadcast for commercial purposes, USER shall pay an additional fee of an amount equal to the Basic Rental of the Premises for the day the performance is recorded filmed, taped and/or broadcast. Said fee shall be in addition to any other related labor costs of the film, tape, recording or broadcast, which shall be at the sole expense of USER.

22. Basic Facilities

In addition to use of the Premises, the MANAGER shall provide to USER for the Event, at the MANAGER'S expense, complimentary work lighting and comfortable temperature during move-in/move-out. USER shall receive complimentary controlled temperature during show hours. USER will be charged if controlled temperature or lighting outside specific complimentary times is required. The MANAGER shall provide, at the MANAGER'S expense, one daily cleaning of all public spaces and as much between show cleanup as is reasonably possible for Events with more than one performance on a single day. All other services and personnel (including staffing to comply with the Americans with Disabilities Act of 1991) shall be at the expense of USER. A list of all additional charges will be supplied at USER'S request.

23. Financial Disclosures

USER understands and agrees that financial disclosures, ticket status reports and payments will be made in the name of GWINNETT CENTER. It is further stipulated that upon settlement of the Event, there will be designated, duly authorized representatives of USER present to verify accounting, ticket receipts and any payments to be made by SMG or amounts due to SMG.

24. Complimentary Tickets Requirements

USER shall furnish to MANAGER, upon request, _____ seats selected by MANAGER for each reserved seat performance or for each general admission performance, including trade shows and walk around shows, for MANAGER'S use. USER shall also furnish to MANAGER an additional _____ seats selected by MANAGER for relocation seats. Tickets furnished at the request of MANAGER shall be without cost to MANAGER and shall not be considered as part of the complimentary ticket limitation.

25. Indemnification

The USER hereby assumes full responsibility for the acts and conduct of all persons admitted to the Premises by consent of USER and USER agrees to pay damages to the MANAGER resulting from use or occupancy thereof by USER, or from persons participating in or attending the function contemplated by this Agreement. USER further agrees to fully indemnify and hold harmless MANAGER from any and all damages, claims, actions, attorney's fees or other costs or expenses associated with any repair or maintenance required by this paragraph.

26. Damage Liability

If any portion or all of the Premises or any other portion of the Gwinnett Center ("Center") grounds, buildings, or furnishings are damaged by the act, omission or negligence of USER or USER and its owners, officers, directors, employees, agents, representatives, licensees, invitees, patrons and guests or any person admitted to the Center by USER, USER will pay to MANAGER upon demand such sums as may be necessary to restore the Center or any other portion of the Center grounds or furnishings to at least as good a condition as such portion of the Center grounds, building or furnishings was in prior to the occurrence described in this paragraph.

27. Cooperation With All Other Users

USER acknowledges that the MANAGER will make available, for use by others, such portions, areas and facilities of the Center that are not subject to this Agreement. The USER agrees to cooperate in good faith with the MANAGER and those persons using other portions and areas of the Center.

28. Rules, Regulations and Addendums

- A. All of the terms and provisions contained in the General Rules and Regulations and the applicable addendums as specified below for MANAGER are applicable to this Agreement and hereby made a part hereof as though printed in their entirety.
- B. USER has received copy of the following documents and agrees to abide by all provisions of, and any modifications of, said documents upon written receipt of written notification of such modifications. Pertaining to and included as part of this contract are the following: General Rules and Regulations
- C. The Parties hereto agree that the terms and conditions of this Agreement set forth the entire agreement of the Parties hereto and cannot be changed or modified except by an instrument signed by the Parties sought to be bound. This shall not limit MANAGER or his designee from imposing any reasonable additional policies and/or rules and regulations which may be necessary in the best interest of MANAGER for the operation of the Premises.

29. Force Majeure

In the event that MANAGER'S obligation to USER under this Agreement be substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, expositions, sabotage, accident or other casualty, act of God, or any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond MANAGER'S reasonable control, then MANAGER shall be released from performance under this Agreement. USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to the MANAGER, but no other.

30. Entirety of Agreement

It is understood and agreed that MANAGER makes no representations or agreement, oral or otherwise, outside the terms of this permit.

31. Release

To the extent provided by law, USER in using the Premises and equipment therein, whether such equipment is specifically described or not, does so at its own risk. MANAGER shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in or about the Premises, or any portion thereof, or of any portion of the Center, including the Center grounds, building, parking area and walk-ways. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests, in, on or about the Premises, or any portion of the Center. Further, USER does hereby fully and forever, on its own behalf as well as on behalf of its agents, release and discharge MANAGER and MANAGER'S officers, owners, directors, shareholders, employees or agents; and the County and its officers, owners, directors, shareholders, employees or agents, its officials and employees in both individual and official capacity; from any and all claims, demands, damages, rights of action or cause of action, present or future, whether the same be known, anticipated or unanticipated, whether due to the negligence or otherwise, resulting from or arising out of the use by USER of the Premises or any portion of the Center grounds, building, parking area and walk-ways, and any equipment thereof or contained therein, whether specifically described in this Agreement or not.

32. BMI/ASCAP Charge

The securing of and payment for all performing rights is the responsibility of the USER. USER shall furnish to MANAGER, on request, documented evidence (i.e., a copy of the licenses) of such performing rights not less than 14 days prior to the scheduled date of the Performance(s). Failure to provide such evidence at such time may result in cancellation of this Agreement without penalty to the MANAGER and without refund of USER. In all events, USER assumes all costs arising from the use of patented, trade-marked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said Event, including, but not limited to, royalties or licensing fees due the Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), Society of European Stage Authors and Composers (SESAC), and any other similar organization. USER agrees to indemnify and hold harmless MANAGER and its officers, agents, employees, directors and trustees against any and all such claims and charges, and to defend, at its expense, any and all such claims and charges in connection with this Agreement. USER further agrees to furnish to the MANAGER upon demand, proof of said licensing or authorization by said copyright owners or their representatives and if unable to do so, hereby grants to MANAGER the right to withhold a reasonable amount of the show settlement to hold MANAGER harmless from any and all said claims, losses or expenses incurred with respect thereto.

33. Payment to Contractors and Concessionaires

USER and MANAGER, as appropriate, hereby agree to pay all charges for contractual labor, service connections, catering and other accounts payable to independent contractors and concessionaires promptly upon presentation of invoice unless other arrangements for payment are specifically authorized by the contractor or concessionaire.

34. Additional Security - Children's Performances/High Attendance Events

USER agrees to pay the prevailing wage for additional security guards in the Performing Arts Center for children's performances and rehearsals, as well as for any and all events with high attendance. MANAGER, in its sole discretion, shall determine the appropriate number of additional security persons applicable.

35. Compliance with Laws and Regulations

USER shall comply with all laws, ordinances and regulations adopted or established by federal, state and local governmental agencies or bodies (including, without limitation, the Americans with Disabilities Act of 1991 and the Gwinnett County Clean Indoor Air Ordinance as described in Section 36 on Page 6 of this contract) and with all the MANAGER'S rules and regulations applicable to the Premises, and USER shall require that its agents, officers, directors, representatives, licensees, invitees, patrons, guests, employees, contractors or subcontractors do likewise. USER shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

36. Non-Smoking Facility

Smoking is *not* permitted inside the Center under Gwinnett County's Clean Indoor Air Ordinance (Article VI, Section 42-123). It is a violation of this ordinance for any person to smoke within any portion of the Center. Conviction of a

violation is a misdemeanor offense, punishable by a fine of not less than \$10.00 nor more than \$100.00. Any person caught in violation of this ordinance may be issued a citation and ejected from the Center. The ordinance applies to USER's agents, officers, directors, representatives, licensees, invitees, patrons, guests, employees, contractors and subcontractors.

37. Legal Recourse

In the event USER violates any of the terms of conditions of this Agreement, MANAGER shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain immediate possession of the Premises, and to remove and exclude USER therefrom, all without service of notice and without legal liability on its part.

38. Liens

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Premises authorized herein and to indemnify and hold harmless the Indemnified Parties (as defined in the Agreement) against any such expenses and charges from any and all claims, demands and liens of whatever character arising by reason of contract, expressed or implied, or negligence, or any other act or omission on the part of any person other than the Indemnified Parties. Such costs shall include all expenses and attorney's fees incurred by the Indemnified Parties in connection with any asserted claim, demand or lien contemplated hereunder.

39. Return of Contract

This Agreement is confirmed when a signed copy of this form is returned to the Gwinnett Center's Sales Office by: _____, accompanied by payment of all fees and other conditions then due.

AS ACCEPTED AND EXECUTED:

FOR AUTHORIZED USER:

(NAME OF ORGANIZATION)

BY: _____
(SIGNATURE AUTHORIZED USER/TITLE)

DATE: _____

FOR MANAGER:

SMG

BY: _____
(SENIOR VICE PRESIDENT/GENERAL MANAGER)

DATE: _____

BY: _____
(SALES REPRESENTATIVE)

DATE: _____