

Thank you for choosing the HAPO Center

Our mission is to provide you with world-class service. The HAPO Center is a multi-use facility that strives to meet the needs of all of our customers. Below are some items that are important for promoters to know to ensure their event runs smoothly and there are no surprises. Producing an event can be stressful. We want to eliminate as much stress as possible by ensuring promoters are aware of what services will be included with their event and what would cause additional charges to be incurred. Please ask us as many questions as possible and please be sure to **READ** your contract and Banquet Event Order Form (BEO) before signing.

- **Use of duct tape or other adhesives is prohibited on the Expo Hall or Arena floor. The only approved tape is gaff tape. If any other glue or tape is used, the promoter will be billed for the cost of removing and reconditioning the floor.**
- The kitchen is not available for vendor use. Vendors who need water need to come to the main office.
- Promoters are responsible for their vendors!
- If any HAPO Center property is damaged, The HAPO Center will bill the promoter for the damage.
- **No outside alcohol or food allowed on HAPO Center property.**
- For any vendors planning to provide food samples or sell spices, rubs, etc. the promoter must first obtain permission from HAPO Center General Manager and contact Benton Franklin Health Dept. @ 509-460-4205 to inform them that the vendor will be at the event. All vendors must comply with health dept. permit and licensing rules.
- Damage to the Expo floor will be billed at \$50 per floor tile. Damage to drapes at \$30 per panel.
- All parking lots, lobbies, and applicable service areas are considered common use areas.
Use of any of these areas must be approved by the HAPO Center and their availability and use are subject to change at any time.
These spaces may not be obstructed by exhibits or closed to general public access unless specifically approved by the HAPO Center
- Any portion of the parking lot used for any purpose other than event parking will be billed at the current rental rate.
- Please do not have items shipped to the HAPO Center. We cannot take ownership of any items shipped to us for a show.
- The HAPO Center will provide promoter with a map of the room showing how event will be set.
- **Any set up change made within seven days before the event date, the lessee will be charged the cost of making the change at the rate of \$75 per hour per person with a one hour minimum.**
- Equipment changes made within 24 hours of the event date will incur the floor order equipment rental rate.
- The deadline for final electrical orders is seven days prior to the first contracted date to avoid floor order rates. This applies to vendors and promoters.
- If the food cost doubles your per day room rental rate, we will waive half of the per day room rental. Set up fees still apply.
- If your food cost does not double the per day rental amount, customer will be responsible to pay room rent plus food costs.
- If your final bill goes 60 days past due, any future show dates you have booked will be released for booking.

Access for vendor load in allowed at designated entrances only.

**** **No load in or load out through main entry doors.******

**** **NO PARKING in fire lane. Vehicles will be towed.******

I acknowledge and agree to the policies above.

Initials

ALL PUBLIC EVENTS require a Special Event Permit obtained by the City of Pasco and a copy to be provided to the HAPO Center at least two (2) days prior to your event. All events providing music will be charged for any applicable copyright fees.

(Please mark one) This event is: Private Public

THE HAPO CENTER RESERVES THE RIGHT TO BOOK MULTIPLE EVENTS IN AREAS NOT RENTED BY LESSEE.
The HAPO Center reserves the right to move the event within the Center up to one (1) month before the event.

Initials Required:

1. PAYMENT

All charges are due in full three (3) days prior to your event. Cash, Cashier's Check, Visa, Discover, Amex, and MasterCard are accepted forms of payment unless credit has already been established with the HAPO Center. Customers with established credit will be provided with an invoice which is due and payable within 15 days of the invoice date.

Initials Required:

2. EQUIPMENT AND PERSONNEL

Building rental includes available HAPO Center inventory of tables, chairs, and pipe/drape as determined by the HAPO Center Management. All other requests for workers, services, and equipment beyond the HAPO Center's available inventory must be rented at promoters' expense.

Except for what is contractually agreed upon, it shall be the sole responsibility of the LESSEE to arrange and pay for all personnel, production costs, talent fees, riders, and all equipment and services. This includes door attendants, vendor entrance attendants, and parking attendants. If these areas need to be staffed during your event, it is the sole responsibility of the promoter to staff and pay for these services.

Initials Required:

~~For settlement events, ticket revenue collected must exceed all projected costs. Any outstanding balance must be paid to LESSOR at least three (3) days before the event date.~~

~~Initials Required:~~

~~Any set-up change made within three (3) days before the event date, the LESSEE will be charged back the cost of making the change at the rate of \$75 per hour per person with a 1-hour minimum. Equipment changes made within 24 hours will pay the floor order equipment rental rate.~~

3. FOOD AND BEVERAGE SERVICES TO BE PROVIDED BY HAPO CENTER CATERING

Catering, beverages, and concessions are controlled exclusively by the HAPO Center. **No outside food or beverage shall be brought into the HAPO Center without written express consent from the HAPO Center.** Arrangements for catering must be coordinated through the HAPO Center's Event Manager. Free samples of food or beverage may be given away or otherwise distributed upon request and only with prior written consent of the HAPO Center. Sample size should be no larger than one (1) ounce for solids and two (2) ounces for liquid. All Health Department requirements must be met.

Guarantee

~~So that proper planning and execution of the event may occur, the LESSEE is required to guarantee the number of attendees. LESSEE is responsible for payment of the final guaranteed number even if fewer guests actually attend the function. LESSEE assumes the responsibility to establish guaranteed attendance. Any change in the guaranteed number of guests is also the responsibility of LESSEE. Guarantee changes must be communicated to the HAPO Center, and must meet the time constraints specified above. In the event guarantee is not provided, charges will be based on the original guarantee or actual attendance whichever is greater. LESSEE is to furnish food/beverage numbers required for the event four (4) days prior to event date. All charges will be due in full three (3) days prior to your event. Cash, personal check, Visa, Discover, Amex, and MasterCard are accepted forms of payment.~~

~~REDUCED ROOM RENTAL: If you purchase catering services from the HAPO Center in an amount exceeding twice the room rental fees, we will waive one-half of the rental fees (Select rooms only. Set-up fees still apply.)~~

~~FINAL CATERING GUARANTEE IS DUE by 2:00 pm four (4) business days prior to event.~~

~~Initials Required:~~

Due to licensing and insurance requirements, all food and beverages served on HAPO Center property must be supplied and prepared by the HAPO Center or its agents.

Outside Alcohol

No outside alcohol is to be brought into the HAPO Center by LESSEE or its guests. **Guests that bring in prohibited items will be evicted and may cause the immediate closure of your event per HAPO Center management's discretion.** HAPO Center does not permit the serving of alcoholic beverages to anyone under the age of twenty-one (21), or anyone who appears to be intoxicated in accordance with Washington State Liquor and Cannabis Board.

Initials Required:

4. BOOKING

A booking is tentative and the date remains open until the contract and deposit are received by the HAPO Center. LESSEE that has been offered a tentative booking will be given notice of another potential LESSEE and will have two (2) business days to sign a contract and provide the required deposit as long as contract due date has not expired. **All deposits are non-refundable.**

5. CANCELLATION POLICY

Any cancellation occurring from the signing of this agreement LESSEE'S full deposit is immediately forfeited to the HAPO Center. Any cancellation occurring six (6) months before the first day of the contracted event to two (2) weeks before the contracted event date, ninety percent (90%) of estimated charges shall be immediately owed in full by LESSEE to the HAPO Center. 100% of estimated charges will be due for any event that cancels less than two (2) weeks prior to the contracted event date. Estimated charges shall be determined solely by HAPO Center management based on information provided by customer and industry/market standards to include room rental, food & beverage, incidental revenues such as audio visual, etc.

Franklin County and the HAPO Center reserves the right to cancel/postpone events during adverse weather conditions or if public safety is at risk. Postponed events may be rescheduled to a mutually agreeable date within the current calendar year. Lessee is responsible for any third party services/equipment already setup/scheduled or monies paid for the event.

Upon acceptance of this agreement, the HAPO Center is holding the stated facilities and service for the sole purpose of the use of LESSEE. Cancellation of the terms and conditions of this agreement will result in monetary restrictions to the HAPO Center. LESSEE acknowledges that the HAPO Center will make available, for use by others, such portions, areas and facilities of the HAPO Center that are not subject to this agreement. The LESSEE agrees to cooperate in good faith with the HAPO Center and those persons using other portions and areas of the HAPO Center. Initials Required: [Signature]

6. ROOM ASSIGNMENTS AND SET-UP TIME

~~Final menu selections, room arrangements, and other details should be received four (4) weeks prior to the function. Changes made three (3) or less days prior to the first day of your function will result in additional charges with a minimum charge of \$75.00 per person per hour that is required to complete the change. Meal function rooms are assigned by the guaranteed number of people anticipated. HAPO Center reserves the right to change LESSEE to a room suitable for final attendance.~~

Any labor and or other costs for your event to be in compliance with any Federal, State or local mandates will be the sole responsibility of the event promoter. The HAPO Center, Franklin County or City of Pasco will not incur any additional cost. Initials Required: [Signature]

7. DECORATIONS

Glitter and/or confetti are not allowed in any part of the HAPO Center. Should this policy not be followed a minimum \$250.00 additional charge will be applied to final billing. Initials Required: [Signature]

8. DEFAULT OR BREACH BY LESSEE

In the event of default in the payment of rent or breach of the term of this agreement by LESSEE, the contracted event shall be canceled. The HAPO Center management may re-enter the premises, remove all persons, and take whatever legal action necessary to obtain possession of the premises. LESSEE shall be obligated for payment of the agreed upon lease. Any deposits shall be retained by the HAPO Center and shall be considered partial payment of any damages. If legal action is instituted to enforce compliance with the terms of this agreement, the HAPO Center shall be entitled to any statutory costs and reasonable attorney fees. Venue shall be in Franklin County, Washington.

9. SET-UPS

LESSEE is to furnish sound, electrical and mechanical set-ups as well as a full and detailed outline of all floor plans, equipment, and personnel required for the event fourteen (14) days prior to event. The HAPO Center will designate and provide, at LESSEE expense, additional pre-event services and equipment in connection with the requested use of the HAPO Center.

Floor Plan Changes - Any changes made to the floor plan within 72 hours of the event date, may result in additional fees and may be charged to LESSEE.

Equipment Rental Changes - Any requests or changes that are made during load-in are subject to floor order charges.

The HAPO Center, Franklin County and the City of Pasco, do not assume any liability whatsoever for any loss or injury to the LESSEE, its representatives, agents or members, or LESSEES', its representatives', agents' or members' property while on premises.

10. PROPERTY DAMAGE

Any damages to the property of the HAPO Center that occurs as a result of the LESSEE, its representatives', agents' or members' activities will be charged to the LESSEE. A fee of \$1,000.00 may be added to your estimated invoice to cover any damages to the HAPO Center. Payments for damages to be paid within ten (10) business days of the date the damage occurred.

Promoters are responsible for all vendors and any damage caused during your event. Promoter will be charged for damages.

PROHIBITED ITEMS:

- No adhesives, glues, or tapes are to be used on Expo Hall floor
- Any wood, metal, rock, or other heavy items must have a protective material underneath
- **NO VEHICLES** allowed inside the Expo Hall without written consent from HAPO Center management
- **NO STUDDED TIRES** on vehicles inside Expo Hall, Arena, or Atrium

Initials Required: [Signature]

11. FREIGHT

The HAPO Center does not accept freight for a show without prior arrangements. Arrangements to store freight prior to a show needs to be made with one of the local freight companies. Contact the HAPO Center Administrative Office for more information. LESSEE also agrees to assume full responsibility for any materials or equipment shipped to the HAPO Center or left on HAPO Center premises by LESSEE, its representatives, agents, or members. Shipments will not be accepted or stored by the HAPO Center more than three (3) business days in advance of the function. Any shipments arriving without prior approval will be charged a daily storage fee of \$50 per item.

Initials Required: [Signature]

12. SEATING CAPACITY.

Tickets to any entertainment, exhibition, or arena event shall not exceed the maximum seating capacity of the HAPO Center. The LESSEE shall not exceed the maximum occupancy capacity. The decision of the HAPO Center Manager shall be final. The LESSEE will permit no chairs or movable seats to be or remain in the passageways and will keep all passageways clear at all times.

13. PARKING

Overnight parking is prohibited without prior written consent from the HAPO Center Management. The distribution of literature or materials in the parking area is prohibited. Clean up of unauthorized literature or materials may be charged back to LESSEE.

14. PERMITS, LICENSES, AND TAX

The LESSEE shall be responsible for filing of federal, state, and local tax returns and payment of all sales, admissions, excise or other taxes due in connection with such admission. LESSEE shall obtain at its own expense all licenses and permits required by law. LESSEE is responsible for all BMI, ASCAP, and other copyright fees. LESSEE is responsible for providing the HAPO Center with a copy of any licenses required.

Initials Required:

15. ADVERTISING

It is the responsibility of the LESSEE to clearly advertise to the public the dates, times, leased area, and price of the event at the HAPO Center. LESSEE may not advertise any event until contract between all parties is signed. Camera ready artwork reflecting acceptable use of the HAPO Center logo is available, at no charge. The HAPO Center reserves the right to display paid electronic and/or print advertising during your event.

Initials Required:

16. SECURITY

Routine security services are provided by HAPO Center, however, should additional security be deemed necessary by HAPO Center, arrangements must be made two (2) weeks prior to the scheduled function.

Initials Required:

LESSEE must provide their security plan 30 days prior to the beginning of the event or HAPO Center will schedule security for the event at their discretion. The HAPO Center may require uniformed police officers and/or bonded security to be on site during any event at the expense of the LESSEE. The HAPO Center reserves the right to determine the level of bonded security present during the event. The LESSEE is responsible for all additional security costs. Should the event require more security than originally estimated the HAPO Center reserves the right to hire more uniformed officers/bonded security at the expense of the LESSEE.

Initials Required:

17. NOVELTIES

Lessor mutually agrees that if LESSEE, or its concessionaire, sells Novelty Items, Lessee, or its Concessionaire shall pay for all the HAPO Center equipment and services within the leased venue. Vendors outside the leased venue shall pay the HAPO Center \$250.00 plus the cost of equipment and services provided by the HAPO Center.

18. UTILITY FEE

The HAPO Center is the *exclusive* electrical service provider. The LESSEE shall be charged at current rates. All electrical orders are to be placed directly on the HAPO Center Electrical Service order form. LESSEE to provide electrical equipment list seven (7) days prior to the event. Orders received within seven (7) days will be charged floor order rates.

19. HAPO CENTER BOX OFFICE AND ADMISSION CONTROL

Only employees under the direct control and supervision of the HAPO Center shall be permitted use of box office facilities or otherwise to be engaged as admissions control personnel. Admissions control personnel shall include, but not be limited to, ticket seller, ticket takers, ushers, security, etc. LESSEE agrees to comply with the minimum admissions control personnel requirements as specified by THE HAPO Center or its Manager. All Box Office and Admission Control employees are billed at a minimum of four (4) hours unless otherwise indicated. Personnel charges are based on current wage rates and are subject to change.

LESSEE shall provide the HAPO Center with a certified manifest of all tickets per event date if a percentage of gross revenues from ticket sales are due to the HAPO Center at settlement. The HAPO Center shall also audit actual tickets prior to outlet distribution. LESSEE is responsible for all ticket sales sold from each outlet and to remit all applicable taxes.

HAPO Center Management reserves the right to settle the event within a reasonable timeframe after the conclusion of the event. Any exceptions must be approved within three (3) days prior to the first event date. All charges incurred by the HAPO Center shall be deducted from event revenue at settlement. After completion of settlement, any credit card disputes or chargebacks will be billed to promoter and are due upon receipt.

PROMOTER BOX OFFICE AND ADMISSION CONTROL

Promoters using their own ticketing system must provide a certified manifest of all tickets per event date and are responsible for all applicable taxes.

A parking fee of \$1.00 per ticket sold will be charged to the promoter by the HAPO Center. (Only applies to events NOT using HAPO Center ticketing system.)

20. FUND HANDLING

In the handling, control and custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the HAPO Center acts for the accommodation and sole benefit of the LESSEE and as to such receipts and funds that the HAPO Center shall be responsible only for gross neglect or bad faith.

21. CONTROL OF BUILDING

In leasing said premises to LESSEE, the HAPO Center does not relinquish the right to control management thereof, and to enforce all the necessary and proper rules for the management and operation of the HAPO Center; and that Franklin County, their agents, the HAPO Center employees, and the HAPO Center Manager may enter the demised premises, at any time and on any occasion. The LESSEE its representatives, agents and members hereby waive any right and all claims for damages against the HAPO Center for wrongful entry and control of leased premises.

22. EVACUATION OF FACILITY

Should it become necessary to evacuate the HAPO Center for reasons of public safety, mechanical or systems failure, the LESSEE will retain possession of the premises for sufficient time to complete presentation of activities without additional lease charges providing such time does not interfere with another building LESSEE. If it is not possible to complete presentation of the activity, lease shall be forfeited, prorated or adjusted at the discretion of the HAPO Center based on the situation, and the LESSEE waives any claim for damages or compensation from the HAPO Center.

23. EXHIBITORS

In the event that the above described portions of the HAPO Center are not vacated by LESSEE its representatives, agents or members on the date and time specified in this agreement, then the HAPO Center is hereby authorized to remove goods, wares, merchandise and property from THE HAPO Center, at the expense of the LESSEE. The HAPO Center is hereby expressly released from any and all claims for damages of whatever kind or nature that may arise in connection with any removal of such goods, wares, merchandise or other property from the HAPO Center as set forth above. For any period beyond the term of this Agreement that the LESSEE its representatives, agents or members may need to remain in the building, the HAPO Center shall be entitled to charge the move in - move out rate, per day.

24. LAW OBSERVANCE

LESSEE its representatives, agents or members will comply with all laws of the United States and the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for all necessary permits, taxes and licenses; and will not violate any laws, ordinances, rules or orders. If violation is on the part of LESSEE its representatives, agents or members, the LESSEE will immediately correct such violation. Without the written consent of the HAPO Center, the LESSEE its representatives, agents or members shall not operate any engine or motor machines on the premises or use oils, burning fluids, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent for illuminating the premises. **For all car sales, equipment shows and auctions, LESSEE may move and operate motor vehicles on the premises to the limited extent necessary to conduct the auction sale in the contracted event space.

25. WEAPONS

The LESSEE, its representatives, agents or members without the written consent of the HAPO Center Manager, shall permit no firearms or other weaponry on the premises.

26. PYROTECHNICS

The HAPO Center strictly enforces the Franklin County Ordinance, and City of Pasco fire code which bans all pyrotechnic activity on city property (ex: fireworks).

27. DEFACEMENT OF BUILDING

The LESSEE its representatives, agents or members shall not drive any nails, hooks, tacks, screws or tape in any part of the building nor shall the LESSEE its representative, agents or members make or allow any alteration of any kind therein. If any portion of said building or grounds, is damaged by the act, default or negligence of LESSEE, its representatives, agents or members, the LESSEE will pay the HAPO Center upon demand such sum as shall be necessary to restore said premises to their original condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said premises and grounds by consent of LESSEE or by or with the consent of LESSEE its representatives, agents or members or any person acting for or on behalf of said LESSEE. LESSEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property.

28. WATER

The HAPO Center agrees to furnish water by means of the appliance installed for drinking fountains, ordinary toilet or janitor purposes, but for no other purpose. The HAPO Center has water available for animals during contracted events. The LESSEE is responsible for watering animals.

Please be aware that the kitchen is not available for vendor use. Any vendor caught in the kitchen will be subject to removal from the property. Any vendor needing water may go to the main office for assistance. Initials Required: _____

29. ASSIGNMENT

LESSEE shall not assign, transfer or encumber nor shall LESSEE permit any other person to occupy the premises other than exhibitors or other parties without the expressed written approval of the HAPO Center.

30. DISCRETIONARY MATTERS

Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the HAPO Center Manager.

31. INSURANCE

The HAPO Center requires a \$1,000,000 minimum general liability and the completion of Standard Acord Form CG 20-11. The HAPO Center, Franklin County, and the City of Pasco shall be listed as additional insured. \$1,000,000 in Participant Legal Liability insurance is required for all high-risk events and any other event at the HAPO Center's discretion. Such insurance afforded to contract and Owner as additional insured under sub-contractor's policies shall be PRIMARY INSURANCE and not excess over, or contributing with, any insurance purchased or maintained by the Contract or Owner. "Proof of Insurance" is required sixty (60) days prior to any event and shall be provided by insurance companies authorized to do business in the State of Washington. All insurance forms will be submitted to the HAPO Center. HAPO Center will submit all forms to the Franklin County Legal department for approval.

Proof of insurance MUST CONTAIN all of the following:

- ✓ **ENDORSEMENT FOR ADDITIONAL INSURED** (such as Acord Form CG 20-11), **MUST** contain the following:
 - ❖ **HAPO Center, Franklin County, and the City of Pasco as additional Insured**
 - ❖ **Reference the policy number from the Certificate of Insurance (COI)**
- ✓ **ENDORSEMENT FOR PRIMARY AND NON-CONTRIBUTORY insurance for ALL additional Insured**
- ✓ **Certificate of Insurance (COI):**
 - ❖ **Have the proper event dates listed**
 - ❖ **Reference the policy number**
 - ❖ **List entities on the endorsement (HAPO Center, Franklin County, and the City of Pasco)**
 - ❖ **Cancellation notice to Additional Named Insured**
 - ❖ **Contain language that the insurance is primary and non-contributory**
 - ❖ **Be valid for when claims OCCUR**
 - ❖ **Show at least the minimum required insurance coverages**

INSURANCE IS DUE SIXTY (60) DAYS PRIOR TO EVENT –If the insurance is not received sixty (60) days in advance of your event, there will be a \$500.00 legal processing fee assessed.

Initials Required:

LESSEE is responsible for notifying the HAPO Center of any subcontractors not covered under liability insurance. LESSEE must provide documentation for any subcontractor or anyone not covered under LESSEE's liability policy. Initials Required:

Failure to provide adequate insurance as outlined in this contract and/or obtain any necessary permits may result in cancellation of the event. LESSEE will be responsible for paying all costs for set-up, room rental, and estimated labor costs if event is cancelled.

Initials Required:

32. VEHICLES

No vehicle may be brought into the HAPO Center facility unless approved in writing by the Operations Manager and Sales Manager. Any additional cleaning, repairs, or damages to the property of the HAPO Center, as a result of the LESSEE, its representatives', agents' or members' activities will be charged to the LESSEE. Payments for damages to occur within ten (10) business days of the date damage is reported to LESSEE by HAPO Center personnel. **ABSOLUTELY NO TIRE SHINE PRODUCTS TO BE USED INSIDE THE BUILDINGS OR ON CONCRETE SURFACES AROUND BUILDINGS. A \$500.00 fee for each occurrence will be added to final billing.** There will be a minimum cleaning fee of \$500 in Exposition Hall or Atrium for any excessive cleaning required.

Initials Required:

33. GUESTS' RESPONSIBILITIES

LESSEE agrees to begin the function at its scheduled time and to have guests and invitees vacate the function space at the closing hour designated. LESSEE agrees to assume full responsibility for the conduct of its representatives, agents or members including damages to HAPO Center property as a result of misuse. Guests are permitted access ONLY to areas secured by this rental agreement. LESSEE is responsible for restricting guests from access to other areas of the HAPO Center. Failure to do so may result in additional rental fees. **Any guests accessing other areas of the HAPO Center will be removed from premises.** Taping or posting of any materials on any walls of the HAPO Center is strictly prohibited without prior approval of HAPO Center.

Initials Required:

34. TAX

Tax will be charged according to current Washington state laws (8.65% as of April 1, 2012).

35. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The HAPO Center warrants and represents that as a place of public accommodation, it is in compliance with the Americans with Disabilities Act and all federal, state, and local fire safety and health code laws and ordinances that are in force at the time of the event/function.

36. COPYRIGHTED MATERIAL

LESSEE warrants that all copyrighted material to be performed and/or used in conjunction with the event has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the HAPO Center harmless from any claims, losses, or expenses incurred with regard thereto.

37. HOLD HARMLESS/INDEMNIFICATION

LESSEE shall indemnify, hold harmless and defend or pay the costs of defending the HAPO Center, Franklin County, the City of Pasco, their agents, employees, and assigns against and from any and all penalties, claims, damages, actions, suits, liability, loss, expenses, costs and judgments of any nature whatsoever incurred as a result of LESSEE negligent acts or omissions or violation of any federal, state, or local law, ordinance, or statute arising from the operation of this Lease Agreement, or LESSEE failure in any respect to comply with requirement of this Agreement.

By signing this contract, you acknowledge there are charges for equipment/services in addition to the contracted room rental. The equipment/services listed below will be charged for based on usage during event. Usage is determined by attendance. The HAPO Center will staff the appropriate number of personnel to accommodate your events size and demand. Prices are determined by market prices and are subject to change. Initials Required:

- *Power/Electrical service*
- *Vendor booth – with power*
Vendor Booth Power: Power is run by a 3rd party electrician for events at the HAPO Center. Power is billed per booth if your event has power need please understand that in power is ran to a booth all booth in that line will receive power. The electrician will charge a per booth fee. Be advised the HAPO Center will **NOT incur** any fees associated with vendor booth power. Your sales manager can discuss ways to ensure only booths that have requested and agreed to pay for additional power have power running to that booth. Initials Required:
- *Security*
- *Ticket sellers, ticket takers,*
- *Box office fee*
- *Box Office Manager*
- *HAPO Center facility staff labor*
- *Banner/Sign hanging*
- *BMI Fees*
- *Expo floor tile damage*
- *Parking fees*
- *Additional furnishings/equipment not included in room rental fee*
- *Exceeding available inventory*

The HAPO Center will only be responsible for scheduling the above services. The HAPO Center **will not** schedule or be responsible for any other staff or services. Below is an example of services that are the responsibility of the promoter to schedule and provide. Initials Required:

- *Door attendants*
- *Vendor entrance attendants*
- *Parking attendants*

_____, have read and fully understand the Lease Agreement.
LESSEE (or Authorized Agent) Print Name Here Title

LESSEE agrees to abide by the terms and conditions set forth in this Lease Agreement and assume the responsibility for complying and enforcing the provisions of the HAPO Center Policy Statement.

LESSEE Signature

Date

8/10/2022

Tom French, General Manager Signature (LESSOR)

Date

8/15/22

Keith Johnson, Franklin County Administrator

****DO NOT ADVERTISE YOUR EVENT UNTIL THIS CONTRACT HAS BEEN SIGNED BY BOTH PARTIES****
 THE HAPO CENTER IS NOT RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH ADVERTISING OR PROMOTIONS FOR YOUR EVENT.

ADDENDUM

The following is agreed upon by and between the parties and is incorporated in the lease agreement:

Organization: Clubhouse Sports
Event Name: 2023 Contract
Contact: Jeffery Carvo
Event Date: 1-1-2023 – 12-31-2024
Date prepared: 7-29-2022

Add: HAPO Center and Clubhouse Sports have agreed that Clubhouse Sports will vacate the Arena during the flowing times for use by other contracted events.

January 23, 2023 – January 3, 2023 Sportsman Show
February 9, 2023 – February 23, 2023 Home Builders Association

This includes the Sportsman and Home Builders 2024 events.

Clubhouse Sports will have the ability to have vending machines that they are responsible for located in the arena. Outside food and alcohol are not allowed inside the HAPO Center that includes caterers or food trucks. If Clubhouse Sports would like to have a food available for guest that must be scheduled by HAPO Center Management and only HAPO Center approved food trucks, caterers can operate on HAPO Center property.

If HAPO Center and Clubhouse Sports both agree to continue the rental of the arena new contracts will be provided to Clubhouse Sports no later than September of each year for review and signature.

HAPO Center and Clubhouse Sports have agreed that the Arena will be available during all Tri City Rush indoor football home games. Dates of games are subject to current year's game schedule.

HAPO Center and Clubhouse Sports agree that whenever the rental agreement is terminated either by HAPO Center or Clubhouse Sports the chain link fencing that is installed in the North East corner of the arena will become the property of the HAPO Center.

OTE: Access for vendor load in allowed at designated entrances only. No load-in or load-out through FRONT doors. NO PARKING in fire lane. Vehicles will be towed.

The HAPO Center:

by: [Signature] 8/19/22
County General Manager Administrator Date

Lessee:

by: [Signature] 8/20/2022
Date

HAPO CENTER™

6600 Burden Blvd
Pasco, WA 99301
www.HAPOCenter.com

ADDENDUM

The following is agreed upon by and between the parties and is incorporated in the lease agreement:

Organization: Clubhouse Sports Academy
Event Name: 2022 Contract
Contact: Jeffrey Carvo
Event Date: 1/1/22-12/31/22
Date prepared: 9/21/22

Add: Due to McKinstry being unable to complete the lighting project for the energy upgrade, the rental fee for the months of June 1, 2022 through October 31, 2022 will be waived. Rental fees will commence on the first of the month following completion of the lighting project in the Arena.

Total cost added:

NOTE: Access for vendor load in allowed at designated entrances only. No load-in or load-out through FRONT doors.
NO PARKING in fire lane. Vehicles will be towed.

The HAPO Center:

by:  _____ Date 9/23/22
General Manager County Administrator

Lessee:

by:  _____ Date 9/23/2022

Shirley Jones

From: Diana E. Brown
Sent: Wednesday, September 21, 2022 4:01 PM
To: Keith Johnson; Shirley Jones
Subject: Clubhouse Sports Contract
Attachments: SKM_C300i22092115540.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Keith,

Because of the delays with the lighting project in the Arena, Jeff Carvo has not been able to complete his project by installing the tournament basketball courts. He is asking that his first rental payment begin once the lighting project is complete as he is unable to utilize the space until that time.



I have composed an addendum to his first year contract. Will you sign and return to me. Please let me know if you would like the verbiage changed.

Thanks,

Diana Brown

Sales/Finance Manager

HAPO Center

6600 Burden Blvd

Pasco, WA 99301

Direct Line: 509-542-5927

Cell: 509-412-4202

Main Line: 509-543-2999

Visit our Event Calendar for more details at HAPOCenter.com



From: administrator@franklincountywa.gov <administrator@franklincountywa.gov>

Sent: Wednesday, September 21, 2022 3:55 PM

To: Diana E. Brown <sales@hapocenter.com>

Subject: Message from KM_C300i