



CITY of NOVI CITY COUNCIL

Agenda Item G August 12, 2019

SUBJECT: Approval of an agreement with Suburban Collection Showplace to host the 2019 Evening of Appreciation, an annual event honoring Boards, Commissions, Committees and Employees for their dedication to Novi, on Saturday, December 7, 2019 for the estimated amount of \$26,782.

SUBMITTING DEPARTMENT: Community Relations

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$26,782.00
AMOUNT BUDGETED	\$38,800.00
APPROPRIATION REQUIRED	\$
LINE ITEM NUMBER	101-295.00-882.000

BACKGROUND INFORMATION:

The 2019 Evening of Appreciation, Golden Gala, is scheduled for Saturday, December 7, 2019. The annual event honors and pays tribute to the more than 350 citizen volunteers (board, commission, and community members) who donate their time and talents to the betterment of Novi. The Golden Gala, Evening of Appreciation, will conclude the year-long 50th Anniversary celebration.

The event has grown significantly over the past few years, with over 400 attendees at the 2018 event, and the Suburban Collection Showplace is the only venue in Novi which can accommodate a crowd of this size. After receiving feedback from attendees, the Suburban Collection Showplace continues to be the best fit for the cost and presentation of this event.

The \$52.85 per person (not including gratuity) cost this year will include passed hors d'oeuvres, a dinner buffet, and enhanced dessert and coffee stations. A 20% service charge will be added to all food costs. The recommended approximate approval amount of \$26,782 includes food for an estimated attendance of 450 and set-up for the event. The total budgeted amount for the Appreciation Dinner includes linens, floral arrangements, entertainment, etc.

RECOMMENDED ACTION:

Approval of an agreement with Suburban Collection Showplace to host the 2019 Evening of Appreciation, an annual event honoring Boards, Commissions, Committees and Employees for their dedication to Novi, on Saturday, December 7, 2019 for the estimated amount of \$26,782.

**BOCO ENTERPRISES, INC.
46100 GRAND RIVER AVENUE
NOVI, MICHIGAN 48374**

LICENSE AGREEMENT

THIS AGREEMENT is a license between the Licensor and the Licensee whose names together with the date of this Agreement are set forth below.

BoCo Facility (herein "Facility") is an approximately three hundred twenty thousand (320,000) square foot facility. The facility is further defined to include exhibit space, pre-function space, conference rooms, banquet rooms, storage areas, maintenance rooms, common areas, parking lots, roadways and grounds, **located at 46100 Grand River Avenue, Novi, Michigan 48374**. The Facility is occupied by the Licensor as a Tenant and is managed and operated by BoCo Enterprises, Inc., a Michigan corporation, of 46100 Grand River Avenue, Novi, Michigan 48374. A portion of the Facility is devoted to multi-purpose exhibition and convention space available for use by Licensees, related exhibitors, and others. The Licensor is the exclusive agent for the owner with respect to licensing of the exhibition and convention space; and the Licensor is the sole operator of that space. The Licensee and the Licensor agree as follows:

Date of Agreement: January 23, 2019

Licensor: BOCO ENTERPRISES, INC.
46100 Grand River Avenue
Novi, Michigan 48374

Licensee: **City of Novi**
45175 West Ten Mile Road
Novi, MI 48375

- a Corporation
- a Partnership
- an Association
- Non-profit Organization

Contact: Sheryl Walsh, swalsh@cityofnovi.org, 248-735-5628
Sales Contact: Kate Barber, CMP, kateb@suburbanshowplace.com, 248-513-3533

Event Name: City of Novi Appreciation Dinner

MEETING ROOM/BALLROOM AND CATERING SERVICES

Date	Day	Time	Event	Space	# ppl	Set Up	License Fee for Space
December 6 – 8, 2019	Friday – Sunday	24 Hour	Storage	Pearl		TBD	Complimentary
December 7, 2019	Saturday	5pm – 11pm	Coat Room	Jade		Coat Tacks	Complimentary
December 7, 2019	Saturday	1pm – 5pm	Set-up	Diamond Ballroom/Pre-function	Flow	Per Diagram	Complimentary
December 7, 2019	Saturday	6:30pm – 11pm	Reception	Diamond Ballroom/Prefunction	400	Per Diagram	Complimentary

Specific detailing information relating to each of these events will be contained in your Order Confirmation
The Licensor reserves the right to move functions to other meeting/banquet rooms of comparable size and quality other than those appearing on the catering contract. The Licensor will attempt to notify the Licensee of such changes prior to the function date.
Additional Labor Fees will be incurred if room sets are changed during License Period.

DEPOSITS/BILLING

The signed contract is due by February 15, 2019. Your final payment will be due 48 hours prior to the start of your function and will be determined by the final count given for your meals 5 working

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days prior to your function minus deposits already received. This final payment must be in the form of company check, cash, money order, cashier's check or credit card. **A 4% administrative fee will be added to all credit card transactions.** If the deposits are not received as scheduled BoCo Enterprises will no longer hold the space for your function and the Default clause below will apply.

CATERING SERVICES

A minimum of \$16,000.00 in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include meeting/banquet room rental, service charges, labor charges, taxes, parking or any other miscellaneous charges incurred. Licensee is required to pay BoCo Enterprises any amounts exceeding the Guaranteed Amount. All food and beverage consumed within the facility must be purchased from the Licensor.

A final count will be given to the Licensor by the Licensee 5 working days prior to the scheduled date of the event. Once the final guarantee is received, the count cannot be decreased. This final count plus 3% determines the amount of food and beverage prepared for the Licensee. The Licensee will be billed based on the final guarantee or the actual number of meals served, whichever is greater. The Licensor will make every effort to accommodate increases in your count after the final guarantee has been given, however, any increase exceeding 10% of the final guarantee will be subject to a 10% surcharge. If the count increases within the final guarantee time line, the 3% overage will no longer apply.

If some Food and Beverage items are to be billed upon consumption, a credit card must be on file to serve as a guarantee for the consumption amounts. If the consumption amounts are not paid within 5 days of billing, the credit card will be charged with the consumption amounts and will incur a 4% administrative fee.

Licensor reserves the right to increase menu prices up to 3 months prior to the event date. The percentage of increase will be based on the Consumer Price Index published by the US Government determined by noting the change in the Index from the execution date of the License Agreement and 3 months prior to the event date. The potential change in menu pricing will not affect the minimum food and beverage guarantee noted in the License Agreement.

All food and beverage, meeting room audio visual and other related services are subject to a service charge (currently 20%) and state tax (currently 6%) in effect on the dates of the event.

Special Menu:

Hors d' oeuvres (based upon 75% of final guest count)

Modified Cheese display

Dinner Buffet – TBD from Menu (no desert. Client bringing cake)

Coffee Station

Coffee, Decaf, and Tea with Flavored Creamers, Whipped Cream, Cinnamon Shakers, Peppermint sticks, and Chocolate Shavings.

\$52.85pp++

Passed hors d' oeuvres priced separately off the Menu. TBD. (Estimated budget \$1,000)

The Hyatt Place Hotel Detroit/Novi is pleased to offer Four (4) Complimentary overnight rooms. These rooms may be used at your discretion.

FINAL DETAILS

The Licensee shall provide the Licensor at least sixty (60) days prior to the beginning of the License Period all information then reasonably available to the Licensee pertinent to the activities to be undertaken in the Authorized Area pursuant to this License (herein "Plan Of Operation"), including, but not limited to:

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- (a) A floor plan
- (b) A copy of all printed and video materials to be used in the promotion, advertising or marketing of the event to insure that the Facility is properly identified with its registered trademark.
- (c) Menus and final details for all food and beverage functions
- (d) Such other information as the Licensor may reasonably request.

AUDIO VISUAL

Audio Visual assistance will be handled by one of our preferred Audio Visual Companies, AV Squared or Mercury Sound & Lighting. Both companies offer quality equipment and service including lighting, staging and event production services, at reasonable rates. Please call one of these providers for an estimate of your onsite needs. AV Squared: 810-623-9300 or avsquared@me.com or Mercury Sound & Lighting: 734-507-1177 or info@mercurysl.com. In the event you wish to use a third party audiovisual company, prior written approval and additional charges will apply. A 25% service fee will be charged on any third party AV Services along with requiring the third party to adhere to our stringent insurance requirements. All Audio Visual billing will be handled through the Licensor. AV set up could incur electrical fees starting at \$65 and up depending upon amount of additional power needed.

TABLE AND CHAIR RENTAL

The Licensor has available to the Licensee the following furnishings:
 500 padded banquet chairs
 50 (72") Rounds
 15 Classroom width tables (18"X8') standard set is 4 people per table
 4 (8') Display Tables
 2 AV Tables

If more than any of the above number of furnishings is needed the Licensee will provide the additional items needed at their expense through a supplier designated by the Licensor. This charge includes set up, tear down, linen and skirting. Please contact your sales person for specific pricing.

LICENSEE SERVICE RESPONSIBILITIES

The Licensee shall provide, at Licensee's expense, by direct contact with such provider of services and materials as the Licensor shall designate and not otherwise, the following:

1. telephone systems wiring, services and operation
2. security guards
3. decorators
4. portable equipment
5. installation of electrical lines and equipment, compressed air, plumbing, and telephone
6. erection, furnishing, dismantling and removal of booths, tables, chairs, decorations, signage, exhibits,
 scenery, special equipment, and drayage, labor
7. compressed air and plumbing
8. installation of electrical wiring and services. **(Only 5/110 outlets are available in the Diamond Ballroom)**. However, it is expressly understood that all required electrical wiring and related services shall be provided by Licensor's preferred electrical contractor and **all charges shall be paid by Licensee's exhibitors** in the form of drop charges which shall include a usage fee
9. activation of in-house paging system.
10. audio visual equipment
11. **Activation of High Speed WI-FI (Complimentary WI-FI is dial up speed. High Speed Wi-Fi is a minimum of \$600 per day depending upon bandwidth need, and includes one hour of technical support)**
12. Removal of furniture in the Pre-function space may result in a \$500 labor fee

Licensee shall be required to contract only with parties identified on Licensor's list of Preferred and exclusive contractors (which is available from Licensor upon request) for provisions of services identified above.

ADVERTISEMENTS, POSTERS AND MARQUEE

All marketing materials, print, video and audio to be used in the promotion, advertising or marketing of the event must contain the Suburban Collection Showplace registered trademark. See attached logo specs information for terms of usage. All materials must be pre-approved by the Licensor prior to use by the Licensee. The Licensee agrees not to post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters, or cards of any description (herein "signage") in any area of the Facility except with the prior written approval of the Licensor. Any signage to be posted or exhibited in any area of the Facility, other than the Authorized Area, shall be upon the regular bill-boards, if any, provided by the Licensor therefore. The Licensee will use, post, or exhibit only such signage as is related to the performance or exhibition to be given in the Authorized Areas for which this License was granted and for such period of time as designated by the Licensor. Licensor shall, within the Authorized Areas and the lobby areas or any other areas it sees fit, provide space for conducting advertising, display and promotions.

FREIGHT HANDLING

Shipping and receiving for all events in the Diamond Banquet and Conference Center or the Suburban Collection Showplace Expo Halls will be handled by Artcraft Display and will incur a fee based on the weight of the shipment and period of time the shipment is stored. The Licensor shall not accept any goods shipped to the Facility for the Licensee or any person claiming under the Licensee prior to the beginning of the License Period or during the License Period if any sum is to be paid to the carrier of such goods upon his delivery thereof. Notwithstanding the foregoing, the Licensor shall not be obligated to accept any goods shipped to the Licensee during the License Period except by prior written consent to the Licensor. The Licensor shall not be liable for any damage to said property, and the Licensee shall indemnify and hold harmless the Licensor for and against any claim of loss or of damage to said property and to any damage to other persons or property caused by said property.

ELECTRONIC MARQUEE

Based upon availability, Licensee shall have the opportunity to use space on Licensor's electronic marquee located off I-96 Freeway for a fee of \$400. This fee shall reimburse Licensor for the expenses associated with programming the message on the marquee and the overall cost of the sign and related maintenance. Licensee's event name and show dates will be displayed on the marquee at the earliest possible date, but not before two weeks prior to the beginning of your event, based upon availability. The Licensee shall have the opportunity to use complimentary space on the Grand River electronic marquee prior to the event based upon availability.

ONLINE MARKETING

Attached to this License Agreement is an Online Event Information Request Form. By completing and returning this form to the Licensor, the Licensee gives permission to the Licensor to use the designated information in online marketing through the Licensors' website and other marketing websites designated by the Licensor. Unless the completed document is received, the Licensor will not utilize online marketing for this event.

SECURITY OF FACILITY

The Licensor shall neither be responsible for any property brought into the Facility by the Licensee or any person claiming under the Licensee, nor be obligated to watch, guard, or protect the same; nor shall the Licensor be liable for any failure to do so by any guard, watchman, or protection service employed by the Licensor or by any guard, watchman, or protection service contracted for by the Licensee.

LICENSORS CONTROL AND RIGHT OF ENTRY

In permitting use of the Authorized Areas by the Licensee, the Licensor retains and does not relinquish the right to issue and enforce such rules, regulations, and directives as it may deem necessary for the safe, orderly, and commercially sound operation of the Facility. The Licensor and its authorized representatives may enter the Authorized Areas without prior notice at any time without any restrictions whatsoever for the purpose of inspecting and checking the uses thereof; of making necessary repairs thereto; of adjusting apparatus or equipment therein; of abating waste, nuisances, or violations of law or Rules and Regulations promulgated by the Licensor; and of ejecting any objectionable person or persons from therein. The Licensee agrees that it will not allow any person at, in, or about the Facility who shall, upon reasonable, non-discriminatory grounds, be objected to by the Licensor and such person's

right to use the Facility and the Authorized Area therein may be revoked by the same and Licensor.

LICENSEE'S OBLIGATION AT END OF LICENSE PERIOD

Repair of Authorized Area.

The Licensee agrees that if the Authorized Area, or any other part of the Facility, shall be damaged by the act, default, or negligence of the Licensee, or of the Licensee's agents, employees, patrons, guests, or invitees, the Licensee will pay to the Licensor, upon demand, such sum as shall be necessary to restore said areas to their present condition. The Licensee hereby assumes full responsibility for the character, acts, and conduct of all persons acting for or in behalf of said Licensee.

Failure to Return the Authorized Area or Vacate the Facility.

In the event the Licensee shall fail to return the Authorized Area to the Licensor or to vacate the Facility as scheduled, the Licensor is authorized, at the Licensee's expense, to be paid to the Licensor as a Reimbursable Cost pursuant to Article III, to remove therefrom and to store or return to the Licensee or, except where the Licensee's failure to do so is caused by an event beyond the Licensee's control, such as a strike beyond its control, a national emergency, or an Act of God, to treat the same as abandoned and discarded property and accordingly dispose of the Property. The Licensor shall not be liable for any damages or loss to the Property which may be sustained either in the course of storage, or in the course of transit, or by virtue of the Licensor's disposal of the Property, and the Licensor is hereby expressly released from any and all such claims for damages of whatsoever kind or nature. The Licensor shall be under no duty, however, to so remove, store, or return the Property.

ATTRITION CLAUSE

The parties agree that the Licensor will suffer a loss in revenues in the event of the Licensee's failure to utilize all of the meeting/banquet rooms and services agreed to herein. The Licensee therefore agrees to pay for lost revenue. For meeting room rental, the lost revenue will be calculated by multiplying the number of rooms not utilized by the amount of rent agreed to be paid, plus tax. The Licensee will be responsible for paying the amount indicated by that calculation and will be due regardless of Licensor's ultimate ability to re-sell some or all of the space or services.

GROUP'S CANCELLATION

Licensee and Licensor have entered into a binding contract. Licensor is committed to providing the rooms and services specified in this Agreement and Licensor has offered special rates and other concessions based upon anticipated revenues for Licensee's event. The anticipated revenue includes revenue from the total number of meeting/banquet rooms Licensee has requested as well as the revenue received from the food and beverage services requested and any ancillary services such as audio-visual and other charges.

If the Licensee decides to cancel this Agreement, and/or food and beverage services, you agree that Licensor will suffer damages. Such damages will result in Licensor's inability to offer the unused space or services to another Group and/or the cost to Licensor of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Licensee agrees that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of Licensor's ultimate ability to re-sell some or all of the space or services.

CANCELLATION OF CONTRACT

Licensee agrees that if it cancels this Agreement for any reason, Licensor will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Licensee agrees to pay Licensor at the time of cancellation a liquidation damages fee, as follows:

More than 180 days prior to arrival date	Amount equal to 25% of total anticipated revenue
Less than 180 days or more than 120 days prior to arrival date	Amount equal to 50% of total anticipated revenue
Less than 120 days or more than 90 days prior to arrival date	Amount equal to 75% of total anticipated revenue
Less than 90 days prior to arrival date revenue	Amount equal to 100% of total anticipated

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(a)The Licensee hereby releases and discharges and indemnifies, and agrees to keep indemnified, defend, protect, and save harmless the Licensor and those named Additional Indemnities of and from any and all claims, demands, liabilities, damages, costs, losses, and expenses (including attorneys' fees) for any injury to, including the death of any person (whether they be third persons or employees of either the Licensor or the

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Licensee) and any loss of (through theft or otherwise) or damage to property (whether it be that of the Licensor or the Licensee or a third person) caused by, growing out of, or happening in connection with or with respect to the use by the Licensee or of any other person or legal entity with the permission (express or implied) of the Licensee, of the Facility or its equipment. Licensee hereby acknowledges and understands that its insurance coverage as described herein shall be considered primary and non-contributory and shall be utilized first to satisfy any liability or loss arising from the Licensee's use of the Facility, regardless of fault.

(b) Without limiting the foregoing, the Licensee assumes all costs and expenses arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used during or incorporated in the conduct of its operation hereunder; and the Licensee agrees to indemnify and hold harmless the Indemnitites from all damages, costs, and expenses at law or for equitable relief for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by the Licensee or its exhibitors, or any infringement with respect thereto in connection with this License, including the costs and expenses of defending any such action, even if it be groundless or fraudulent.

(c) Without limiting the foregoing, the Licensee shall also indemnify and save harmless the Indemnitites from all claims, demands, liabilities, damages, costs, losses, and expenses made against or incurred by any of the Indemnitites arising out of injury to third parties caused by Licensee's failure to return the Authorized Area to the Licensor, vacate the Facility, or relinquish the Licensor's equipment to it at the end of the License Period.

WAIVER OF SUBROGATION The Licensee hereby waives any and every claim which arises in its favor and against the Licensor, or against any of the Additional Indemnitites set forth herein, for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. Such waiver shall be in addition to, and not, in derogation of, any other waiver or release contained in this License with respect to any loss or damage to property of the Licensees. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), the Licensee shall notify its insurers of such waiver.

DEFAULTS & REMEDIES

Events of Default. The occurrence of any of the following shall be considered an "Event of Default":

- (a) The Licensee shall fail to pay, in full and when due, any payment required hereunder, whether said payment was required to be paid to the Licensor or the Licensor's service or material providers;
- (b) The Licensee shall fail to obtain or pay for any and all necessary permits, insurance coverage, or licenses, including union or trade organization clearances, when and where required, or fail, upon the Licensor's request, to provide evidence of such permits or licenses to the Licensor;
- (c) Any other default or breach of any covenant or agreement contained herein;
- (d) The Licensee shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Federal, State, or other statute, law, or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Licensee or of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due;
- (a) A petition shall be filed against the Licensee in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief.

Notwithstanding anything in the Agreement to the contrary, in the event that Licensor exercises its right pursuant to this instrument to change the location of the Facility, Licensor shall not be deemed to be in default under this Agreement.

Termination Upon Event of Default. Upon the happening of an Event of Default, any right or interest of the Licensee under this Agreement shall then and thereupon terminate. Such termination shall in no way effect the Licensee's liabilities under this Agreement.

Remedying Defaults. The Licensor may, but shall not be required to, pay such sums or to do any act that requires the expenditure of monies or services that may be necessary or appropriate by reason of the failure or neglect of the Licensee to perform any of the provisions of this License. In the event of the exercise of such right by the Licensor, the Licensee agrees to pay to the Licensor, forthwith, upon demand, all such sums expended by the Licensor (or the fair value thereof, whichever is greater), together with interest thereon at a rate equal of three percent (3%) over the prime rate in effect from time to time of the Bank of America [but in no event less than eighteen percent (18%) per annum], as an Additional Charge.

Termination Without Default.

- (a) In the event that the Authorized Area or the Facility of which it is a part or any portion thereof, are destroyed or damaged by fire or other casualty so that in the reasonable judgment of the Licensor, its or the Licensee's use thereof would be substantially interfered with, or in the event of a taking of all or a portion of the Facility by eminent domain, condemnation, or foreclosure, or eviction, then the Licensor may terminate this Agreement upon giving to the Licensee notice of termination not more than ninety (90) days following the event of destruction, damage, or taking and this Agreement shall terminate on the date set forth in such notice of termination, all with the same force and effect as though the License Period of this Agreement had originally been scheduled to expire on such date.
- (b) If BoCo Enterprises elects to change the use or character of the Facility or any portion thereof from its current use as a multi-purpose exhibition and convention center, then the Licensor shall have the right to terminate this Agreement by giving notice of its intention to do so, whereupon this Agreement shall terminate six (6) months after the date of such notice with the same force and effect as though the License Period of this Agreement had originally been scheduled to expire on such date.

- (c) If the Licensee is not otherwise in default under this Agreement, within ten (10) days of the date of termination of this Agreement, as provided in subparagraphs (a) and (b) herein above, the Licensor shall return to the Licensee all monies theretofore paid by the Licensee to the Licensor as a Security Deposit, Basic Fee, or Additional Fee.

FORCE MAJEURE AND RELOCATION PROVISION In the event that the Licensor's obligations to the Licensee under this Agreement are delayed, prevented, or rendered impractical by any of the following events, to the extent such event is beyond its reasonable control: fire, flood, riot, earthquake, civil commotion, terrorism, Act of God, or any law, ordinance, rule, or regulation which becomes effective after the date of this License; or for failure to receive the necessary permits by Licensee or Licensor for licensed occupancy of the facility or for construction of necessary improvements or if Licensor is subject to eviction from the Facility by landlord. The Licensor shall not be liable to the Licensee for such delay or failure to perform. The Licensee hereby waives any claim for damages or compensation for such delay or failure to perform, other than to return to it of any monies paid directly to the Licensor, but no other. If Licensor is unable to deliver the Facility, then Licensee may hold its event at an alternate facility without violation of this agreement. In the event that the Licensee elects to hold its event at an alternate facility, Licensee agrees that any deposit, basic fee or security deposit held by Licensor will be held for the next available License Period.

ACTIONS Any action by one (1) party to this License against another arising hereunder shall be maintained in the Circuit Court of Oakland County in the State of Michigan; and the Licensee hereunder consents to same and to the maintenance of such action by the Licensor against it in said Circuit Court.

RULES AND REGULATIONS The Licensor's Rules and Regulations are hereby incorporated into this Agreement by reference. Copies of such Rules and Regulations have been provided to the Licensee and the Licensee hereby acknowledges receipt thereof. Licensee hereby agrees to provide a full and complete copy of such Rules and Regulations within the contents of each contract that Licensee enters into with individual exhibitors. The Licensor reserves the right to change such Rules and Regulations in writing from time to time and will provide the Licensee with such changed Rules and Regulations which shall be binding upon the Licensee. If there is any time a conflict between the provisions of this Agreement and the Rules and Regulations, the provision of this Agreement shall control.

WAIVER The failure of either party hereto at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same provision. Any waiver by any party of the breach of any provision contained in this Agreement in any one (1) or more instances shall not be deemed to be a waiver of any other breach of the same provision or any other provision contained herein.

NOTICES Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered or if sent by certified mail, postage prepaid, to the Licensor or the Licensee, as the case may be, at the address as set forth for each on Page 1 of this Agreement or to such other address as any party shall have provided to the other parties from time to time.

BINDING EFFECT ASSIGNABILITY This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement or any rights hereunder may not be assigned by the Licensee without prior written request and approval of the Licensor. However, the Licensor shall have the right at any time without notice prior, or otherwise to Licensee, to freely assign its rights to any party it deems appropriate assignee. Furthermore, Licensee shall within ten (10) days execute whatever documentation requested by Licensor for the purpose of evidencing the Agreement between the parties to a third party for the purposes requested by Licensor. For the purposes of this paragraph a transfer and ownership of the Licensee shall be deemed an assignment and must be approved by the Licensor.

GOVERNING LAW This Agreement shall be governed and construed in accordance with the laws of the State of Michigan applicable contracts made and to be performed wholly within such State.

COUNTERPARTS This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereto and supersedes all proposals, negotiations, and understandings of any nature whatsoever. This Agreement may be changed or amended only by a written instrument duly signed by all of the parties hereto.

LICENSOR: BOCO ENTERPRISES, INC.

LICENSEE: City of Novi

BY: _____

BY: _____

DATE: _____

DATE: _____

(Duly Authorized)

Initials _____

Diamond Banquet and Conference Center
Rules and Regulations

1. **RIGHT OF INSPECTION.** The Licensor reserves the right to inspect all cartons, packages, and containers brought into or out of the Facility.
2. **PROPERTY OF LICENSOR.** The Licensee may not use or operate any equipment, furnishings, or other property of the Licensor without the prior written consent of the Licensor, and under no circumstances may the Licensee remove said equipment, furnishings, or other property from the Facility.
3. **DESIGNATED ENTRANCES.** All persons, articles, exhibits, fixtures, displays, and property of any kind and description shall be brought into and out of the Facility only at and through those entrances and exits as the Licensor may designate from time to time.
4. **RESTRICTED AREAS.** Restricted areas of the Facility are labeled "Authorized Personnel Only", and only the Licensor shall have access to those areas.
5. **PUBLIC SAFETY.** The Licensee shall not bring, or allow to be brought, into the Facility any material, substances, equipment, or object which may endanger the life of, or cause bodily injury to, any person in the Facility or which is likely to constitute a hazard to any other property therein. Licensor adheres to Section 28.425o under Act 372 of the Firearms Laws of Michigan and therefore prohibits any concealed weapon on the premises. These restrictions apply to all Open Carry Firearms, as well.
6. **PROHIBITION AGAINST FLAMMABLE MATERIALS.** No flammable materials, such as bunting, tissue paper, crepe paper, etc., shall be used for decorations or advertising in the Facility. All such materials to be used for decorative or advertising purposes must first be treated with a flame-retardant, and such use shall be in accordance with all applicable federal, state, and municipal fire and safety rules and regulations.
7. **PROHIBITION AGAINST FLAMMABLE LIQUIDS AND GASES.** The Licensee shall not without the prior written consent of the Licensor put up or operate any engine or motor or machinery in the Facility or use oils, burning fluids, camphene, liquid oxygen, ethylene, propane, kerosene, naphtha, gasoline, or other flammable gases for either mechanical or other purposes or any other agent other than gas or electricity for illuminating the Facility. Said prohibition against the use of oils, gases, and gasoline will not apply to the use of fork lifts, motor drive vehicles, cranes, etc., necessary for the installation and removal of exhibits in the Facility, but shall apply to the operation of any exhibit in the Authorized Area. Where any automobiles, trucks, or gasoline engines are to remain in the Facility during any portion of the License Period, the Licensee shall take the following precautions:
 - (a) All battery cables are to be disconnected and taped so as to avoid any possibility of emission of sparks therefrom;
 - (b) All gasoline tanks are to register in the Empty or E range on their gauges by order of the City of Novi Fire Marshall;
 - (c) In the event draining of tanks and refueling must be completed outside of the Facility. Fuel is to be removed or dispensed only with safety equipment approved by the Licensor;

- (d) All gasoline tanks must be sealed with a locking type gasoline cap. If such a cap is not available, the tank must be sealed in accordance with all federal, state, and municipal fire and safety regulations;
- (e) All liquid propane tanks are to be removed from the Facility during any portion of the License Period.

NOTE: Added to these Rules and Regulations and made a part hereof are the Novi Fire Marshall requirements. All occupants will need to follow the B.O.C.A. fire protection code.

- 8. **SMOKING.** Smoking is prohibited in the Facility at all times.
- 9. **EMERGENCY EQUIPMENT.** Fire-fighting and emergency equipment shall not be blocked or obstructed under any circumstances. This includes fire hose and fire extinguisher cabinets, fire pull and alarm boxes, and all entrances and exits to first aid facilities within the Facility.
- 10. **MOTORIZED VEHICLES.** No motorized vehicle shall be operated on any carpeted or tiled areas in the Facility under any circumstances.
- 11. **USE OF CARTS.** Carts or dollies which have steel wheels are not permitted in any carpeted or tiled area in the Facility. In motion, all crates moved in and out of the Facility must be handled in a manner so as to maximize the protection of and minimize the risk of damage to all carpeting, painted surfaces, door fixtures, etc.
- 12. **USE OF TAPE.** Licensee, as well as all of Licensee's exhibitors, are strictly prohibited from using any unauthorized style of tape or adhesive substance on any surface within the facility, including the "show floor". Duct tape, plastic double-sided tape, or masking tape are specifically prohibited! Only cloth backed carpet tape is allowed -- the acceptable type of tape is available for purchase from the Service Desk during move in hours.
- 13. **CRATE STORAGE.** The Licensee shall remove all crates, packaging and related materials from the Authorized Area prior to the beginning of the Show Period set forth in the Agreement.
- 14. **BROADCAST RIGHTS.** The Licensor reserves all rights and privileges for outgoing radio and television broadcasts originating from the Facility during the License Period.
- 15. **RECORDING.** No visual or audio recording of any type or kind, including photographic images, shall be made in the Facility without the prior written approval of the Licensor. The Licensor reserves the right to charge the Licensee an additional charge to be paid in accordance with the provisions of Article III of the Agreement for that privilege.
- 16. **ATTENDANCE CAPACITY.** The Licensee shall not admit into the Facility a larger number of persons than the Facility can accommodate, as determined by federal, state, and municipal fire and safety rules and regulations. Furthermore, the Licensee shall not admit into any Authorized Area a larger number of persons than can freely and safely move about therein. The decision of the Licensor, in its sole discretion, shall be final in this respect.
- 17. **LIVE ANIMALS.** The Licensee shall not permit any live animal, reptile, fish, or bird to enter, nor suffer the same to remain in the Facility unless it is a properly and safely muzzled "seeing eye" dog accompanying a blind person or is an animal, reptile, fish, or bird which the Licensor has in writing expressly consented to allow in the Facility. All such animals so admitted must at all times remain on a leash, within a pen, or under similar control.
- 18. **EXHIBITOR'S CONTRACTS.** The Licensee shall have valid, properly executed and compatible written contracts with all performers and exhibitors who are to use the Authorized Area under the Licensee's right to use such, and the Licensee shall submit the same upon demand

to the Licensor.

19. **PERFORMANCE AND EXHIBIT APPROVAL.** The Licensor retains the final right to approve every performance and exhibit offered in the Facility and in no event shall any such performance or exhibit take place if the Licensor objects to such.
20. **TOURS.** The Licensor reserves the right to conduct public tours of the Facility and Authorized Area therein during the License Period in such a manner as to minimize any interference with the Licensee's use thereof.
21. **SOLICITATIONS.** No collections or donations, whether for charity or otherwise, shall be made, attempted, or announced in the Facility without the prior written approval of the Licensor.
22. **LOST ARTICLES.** The Licensor shall have the sole right to collect and have the custody of all articles left, lost, or checked in the Facility by persons attending any performance, exhibition, or entertainment given or held in the Facility, and the Licensee shall not collect or interfere with the collection or custody of such articles.
23. **KEYS.** All Facility keys required by the Licensee during its use of the Authorized Area under the terms of the Agreement may be obtained from the Licensor, must be returned to the Licensor at the end of the License Period, and are subject to a ten dollar (\$10.00) deposit per key.
24. **PARKING.**
Licensor reserves the right to change the per vehicle parking fee with notice to the Licensee.

Exhibitor Parking: All exhibitors must park in the designated exhibitor parking area only, which may be by way of an off-site shuttle program at a location to be determined by Licensor. All exhibitors will be allowed free access in and out of the parking lot during move-in and move-out periods only. No vehicles will be allowed in the lot overnight. Violators will be towed at owner's expense. Licensee understands and agrees that this Exhibitor Parking Areas may be designated at an off-site location by Licensor and accommodated via a shuttle system.

Exhibitor Parking Permits: Exhibitor Parking Permits allowing unlimited access in and out of the parking lot are available through the Licensor at a reduced rate. Fees paid for parking prior to the purchase of an Exhibitor Parking Permit will not be credited toward the purchase price of an Exhibitor Parking Permit. All Exhibitor Parking Permits must be purchased no later than the close of the first day of an event. Exhibitor Parking Permits must be prominently displayed on the dashboard of the vehicle.

Parking Areas: The Licensor shall attempt to provide as many parking spaces on-site as possible. In the event that the amount of on-site parking spaces will not be sufficient for Licensee's projected attendance, the Licensor shall attempt to coordinate with the adjacent property owner to the West of the Expo Center facility property to utilize an existing parking area, or coordinate with the City of Novi the institution of a temporary parking area, or to implement an off-site shuttle program which will be utilized in the event that the on-site parking falls short of the required amount. The acceptability and determination of whether or not to proceed with arrangements with the adjacent property owner's parking area or the development of the on-site temporary parking area would remain solely with the Licensor, but, in any event, the Licensor and Licensee shall coordinate a mutually acceptable off-site shuttle program.

25. **COMPLIANCE.** Exposition management, in cooperation with local officials, reserve the absolute right to take whatever steps are necessary to insure the strict adherence to these provisions, and if any costs are incurred to provide compliance, these costs shall be the responsibility of show management.

Showplace

Boco Enterprises/Suburban Collection

By order of its Board of Directors

SUBURBAN COLLECTION SHOWPLACE LOGO SPEC SHEET



COLOR LOGO PLACEMENT SAMPLE
3 COL x 5"



COLOR LOGO PLACEMENT SAMPLE
2 COL x 8"

THE SUBURBAN COLLECTION SHOWPLACE LOGO MUST BE INCLUDED IN ALL ADS AND PRINT COMMUNICATIONS PROMOTING YOUR EVENT AT THE SUBURBAN COLLECTION SHOWPLACE. THE GRAPHIC ABOVE SHOWS THE REQUIRED SIZE RELATIONSHIP OF THE SUBURBAN COLLECTION SHOWPLACE LOGO TO THE AD SIZE. USE THE PROPORTION AND INCREASE THE SUBURBAN COLLECTION SHOWPLACE LOGO AS YOU INCREASE THE SIZE OF YOUR SHOW AD.

SCS LOGO MUST HAVE AT LEAST A 1/4" OF WHITE SPACE AROUND IT.
SCS LOGO MUST APPEAR OVER WHITE IN ALL PRINTED MATERIALS.
SCS LOGO MUST BE A PLACED EPS FILE, UNALTERED FROM ORIGINAL.



100% BLACK
C:0 M:0 Y:0 K:100



PMS 200 AND BLACK
C:0 M:100 Y:63 K:12
C:0 M:0 Y:0 K:100



RADIO:
MUST STATE "SUBURBAN COLLECTION SHOWPLACE,
MICHIGAN'S PREMIER EXPOSITION, CONFERENCE & BANQUET CENTER"

TV:
MUST SHOW SUBURBAN COLLECTION SHOWPLACE LOGO FOR AT LEAST
5 SECONDS AND AUDIO MUST STATE "SUBURBAN COLLECTION SHOWPLACE,
MICHIGAN'S PREMIER EXPOSITION, CONFERENCE & BANQUET CENTER"



* * FORMERLY KNOWN AS THE ROCK FINANCIAL SHOWPLACE" VERBIAGE MAY BE ADDED WITH SHOWPLACE APPROVAL.*