

# Raleigh Convention Center Lease Agreement

Contract #/Event ID: \_\_\_\_\_

This contract, made on \_\_\_\_\_ between the Raleigh Convention Center and/or the City of Raleigh, North Carolina, hereinafter referred to as Lessor, and

\_\_\_\_\_ as Lessee, whose contact name, address, and telephone number are:

## Witnessed:

For and in consideration of the sum hereinafter specified, the Lessor grants to the Lessee the use of the areas (hereafter Facilities) listed on page two of this contract during the dates and times specified for the purpose of holding the following event:

This event may not vary from the above description without prior written approval of the Lessor.

The Lessee agrees to pay rent for said Facilities in the amount of:

to be paid as a deposit by CASH or CERTIFIED CHECK made payable to the Raleigh Convention Center upon execution of this agreement by:

Upon signing this agreement, the Lessee acknowledges that the enclosed **Raleigh Convention Center Rate Schedule and Requirements** has been reviewed and all incurred charges will be the responsibility of the lessee.

The Lessee will provide the Center's Agent with a written request of technical requirements no later than two weeks prior to the event. The Lessee will provide the Center's Agent with a written request for set-up requirements no later than two weeks prior to the event. Changes to the agreed set requirements within 48 hours of an event may result in additional charges.

We agree to abide by all terms and conditions as outlined on Pages 1-4 of this contract. It is agreed that this contract supercedes any previous agreements and reflects all agreed to terms and conditions. Any alterations to this document will render it null and void. Acceptance of this contract by both parties, evidenced by the signatures below, will result in a contractual agreement.

For Lessee (Duly authorized agent):

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

For Lessor:

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Raleigh Convention Center Director

The original copy of this agreement will be returned to **Lessee** upon execution by **Lessor**. Please forward all copies of contract with check payable to:

Raleigh Convention Center Complex  
2 E. South St.  
Raleigh, North Carolina 27601

This contract document will expire if not executed by lessee by \_\_\_\_\_

---

---

### Do not Fill Out Area Below. Raleigh Convention Center ONLY

Receipt - \_\_\_\_\_ Rental Deposit \_\_\_\_\_ Date \_\_\_\_\_

Balance \_\_\_\_\_

(Leased Locations, Dates, and Times)

1. The rental includes the normal setup of Facilities as defined by industry practices. It does not include crowd control personnel, police and firemen, doormen, porters, electricians, carpenters, decorators and other support personnel, equipment charges, etc. The Center will determine the number of personnel needed to produce your event. Lessee shall be billed for such additional services upon completion of the event. All charges are due upon completion of the event. Any charges not paid thirty days from invoice date will begin to accrue penalty of one and one-half percent per month on the unpaid balance. All expenses will be charged in accordance with the published policies, practices and fee schedule provided by the Center's agent.
2. The Lessor reserves the right to cancel any booking if in its' sole discretion the event is not of sufficient quality to warrant production. In such case the Lessee's only legal claim shall be for a refund of the rental deposit. In the event Management deems necessary, the Lessor reserves the right to increase the deposit if there are not substantial funds to cover the costs. If the deposit is not paid, Lessor has the right to cancel the event.
3. The Lessor may terminate any part of this lease if the use of the Facilities shall in any way conflict with the federal, state or local laws, rules and regulations of Lessor, or if the occupancy shall operate to the discredit of the Raleigh Convention Center and/or the City of Raleigh.
4. In the event of cancellation by the Lessee, all monies previously paid by the Lessee shall become property of the City of Raleigh and shall not be refundable.
5. The Lessor will be responsible for cleaning the Facilities before use and for normal cleaning after use. Normal cleaning does not include cleaning debris, litter, spilled liquids, grease or paint, excessive dirt or grime, etc., from the buildings or grounds which occurred during use by Lessee; and Lessee will remove or will pay Lessor the cost for removing such. Lessor will determine extraordinary charges.
6. Any decorations and/or equipment that shall be placed in or on the buildings, walls or corridors, shall be with consent of Center management. No advertising signs supported by nails, tacks, screws or pressure-sensitive tape shall be applied to walls or woodworks without approval of the Lessor. All decorations must be of non-flammable material and shall conform to the regulations of the City of Raleigh and the County of Wake. The Lessee will be responsible for any repair charges to the structure of the facility.
7. The Lessor shall not be responsible for any loss or damage to machinery, equipment paraphernalia, trucks, exhibit material, or any other property of the lessee caused by theft, fire, riot strikes, acts of God, or any other cause of whatever nature or kind. **Lessor will not be responsible for shipping or receiving.**
8. The Lessee shall not assign or sublet to others the space covered by this lease agreement without written approval of the Lessor.
9. It is covenanted and agreed that Lessee(s) shall be responsible and liable for any and all loss of or disappearance of equipment, injuries and damage to the Convention Center fixtures, furnishings, or grounds arising out of use by the Lessee(s); and the Lessee(s) agree(s) to be responsible and liable and to reimburse the City of Raleigh for any and all such injuries and damages and losses. Lessor reserves the right to withhold money until the damage is assessed.
10. The Lessee(s) covenants(s) and agree(s) to save harmless the City of Raleigh for any and all accounts, bills, damages, suits and claims in any way arising out of the use of the Facilities by the Lessee(s) pursuant to this written contract. It is further agreed that if it is considered advisable by the Raleigh Convention Center Director (Director), Lessee(s), will furnish the Director a bond or procure an insurance policy including public liability and property damage, written by a company authorized to do business in North Carolina, acceptable to and approved by the Lessor, covering premises, operation hereunder and productions therein the minimum amount of \$500,000/\$1,000,000 for personal injury, \$100,000 property damage and \$100,000 aggregate liability. The Lessor shall be named as an additional insured, in any insurance policy required hereunder. Each such policy shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten days' written notice to the Lessor.
11. The Lessor shall determine the capacity for all public events. The Lessor retains the right to approve decorators, contractors and other service people or agencies employed by the Lessee.
12. In case suit or action is instituted by the Raleigh Convention Center and/or the City of Raleigh to enforce compliance with this lease agreement, the Lessee, in addition to any damages, shall be responsible and agrees to pay reasonable attorneys' fees, costs and expenses of bringing such suit or action.
13. The Lessee is prohibited from allowing access to and/or contracting with radio or television broadcasting companies unless the Director gives specific written permission. Additional electrical or productions charges may apply.
14. Any matters not herein expressly provided for shall be decided by the Director, and such decision shall be binding upon Lessee.
15. It is agreed that without prejudice to any other rights and remedies that may be available to the Lessor in the event of the breach by Lessee of one or more of the provisions of the lease agreement or any misrepresentations in obtaining said lease agreement, the Lessor may refuse to allow the Lessee to take possession of the premises, or if Lessee is already in such possession, may stop all activities of Lessee on premises and oust Lessee there from. The Lessor and its agents and employees shall in no way be responsible to the Lessee for doing any or all of the things authorized by this paragraph. The Lessor will not be held liable by the refusal to rent to Lessee.

16. It is agreed that the Lessee shall not have the use or occupancy of the Convention Center or any part thereof for any purpose until and except during the periods prescribed by this contract. Occupancy includes Lessee, Lessee's representative, any patron or Contractor. Any overtime required for occupancy by Lessee will be charged to the Lessee at the rate indicated in the Convention Center Rate Schedule and Requirements.
17. Lessee agrees not to interfere in any way with the use by other Lessees of any portion of the buildings or grounds not expressly covered by this contract.
18. The Lessee hereby expressly waives any and all claims for compensation for any and all losses or damages sustained by reason of any defect, deficiency, failure or impairment of the water supply system leading to or on the demised premises. In the event that the Convention Center or any part thereof is damaged by fire or if for any other reason, including strikes, failure of utilities, or any act of God which, in the judgment of the Director, renders the fulfillment of this rental agreement by the Lessor impossible, the Lessee hereby expressly releases, discharges, and will save harmless the Lessor and its agent from any changes, and will save harmless the Lessor and its agent from any and all demands, claims, actions and causes of actions arriving out of any of the causes before said.
19. This contract shall be subject to the statement of policies and regulations for the Raleigh Convention Center as approved by the Raleigh Convention Center Authority and the City of Raleigh, North Carolina. By executing this agreement the Lessee acknowledges that a copy of this document, the Raleigh Convention Center Rate Schedule and Requirements and Fire Safety Regulations are a part of this contract.
20. Be advised that the Convention Center through its exclusive in-house catering and concession contractor shall retain the rights for all food, beverages, and novelties sold on the premises. All alcohol consumption must meet guidelines set forth by the State of North Carolina.
21. It is specifically agreed as part of the consideration of the signing of this contract that the parties hereto, their agents officials, employees or servants will not discriminate in any matter on the basis of race, color, creed or national origin with reference to the subject matter of this contract, no matter how remote. The parties hereto further agree in all respects to conform to the provisions and intent of City Ordinance (1969)-889. This provision being incorporated for the benefit of the City and its residents may be enforced as set out in said ordinance, enforcement of this provision shall be by action for specific performances, injunctive relief or other remedy as by law provided; and this provision shall be construed in such a manner as to prevent and eradicate all discrimination based on race, color, creed or national origin. This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this contract.