



159 Main Street
 Grand Junction, CO 81501
 p 970-263-5700
 f 970-263-5720

www.GrandJunctionEvents.com

December 19, 2017

City of Grand Junction
 Selestina Sandoval
 250 N 5th Street
 Grand Junction, CO 81501

Dear Selestina;

Thank you for selecting the Two Rivers Convention Center for City of GJ's Volunteer Appreciation Banquet on 4/16/18; we are excited to partner with you on this event.

Enclosed, please find the 2018 license agreement for your function. Please review the agreement and return to me along with any deposit due to confirm your event date. A fully executed copy will be returned to you. Please take note of all due dates for the following.

Signed License Agreement and Deposit Due Date	Due By: 1/3/18
Deposit=\$300	
Balance of all Billable Charges	Due 4/2/18

The Two Rivers Convention Center will provide you with an Event Manager to assist with the planning and implementation of your event. The Event Manager will be in contact with you to discuss all production and operational related details of your function and will ensure that you are aware of what our venue has to offer technically, including resource compatibility and additional costs. They will communicate all associated costs and deadlines with you in advance, ensuring successful communication and planning every step of the way.

Food and beverage services are provided through Pinnacle Venue Services. We are the exclusive in-house caterer, and our Executive Chef and our world-class culinary team will work within your budget and provide you with creative menus that offer ultimate flavor and presentation to your group.

The Event Staff at the Two Rivers Convention Center looks forward to working with you to make your event exceptional!

Sincerely,

Taylor Satterly
 Sales and Marketing Manager – Two Rivers Convention Center and Avalon Theatre
 Managed by Pinnacle Venue Services
 970-263-5700
TSatterly@GrandJunctionEvents.com

Initials: wa



**AGREEMENT
 CONFERENCE & BANQUET
 TWO RIVERS CONVENTION CENTER & AVALON THEATRE
 GRAND JUNCTION, COLORADO**

This Agreement is made this 19th day of December, **2017** by and between Pinnacle Venue Services, LLC, on behalf of and as agent for the City of Grand Junction (PINNACLE), with an address at 159 Main Street, Grand Junction, CO 81501 and City of Grand Junction (CITY), with an address at 250 N 5th Street Grand Junction, CO 81501 Attn: Selestina Sandoval.

WHEREAS, the CITY owns the Avalon Theatre and Two Rivers Convention Center and has retained PINNACLE to manage the facilities pursuant to a separate agreement, which separate agreement is not modified hereby;

WHEREAS, the CITY desires to use certain premises located within the Avalon Theatre, located at 645 Main Street, Grand Junction, CO (the "Venue") with billing/administration offices at 159 Main Street, Grand Junction, CO, for a specific event as described herein,

WHEREAS, this Agreement outlines the terms of the CITY's use of the facilities for this specific event.

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. SPACE. The CITY will use the portions of the Venue designated as follows, on the dates and times as follows, for the purpose set forth in Section 3 below:

<u>Date</u>	<u>Room(s)</u>	<u>Access Time</u>	<u>Start Time</u>	<u>End Time</u>	<u>Anticipated # of Guests</u>	<u>Base Rental Fee*</u>
4/16/18	Colorado 1	4pm	5pm	7pm	150	\$300.00

Total Anticipated Base Rental Fee						\$300.00
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NOTE: In addition to the Base Rental Fee, City shall be responsible for certain other fees set forth in this Agreement.

2. SPECIAL CONDITIONS: NONE

3. PURPOSE. City of GJ's Volunteer Appreciation Banquet (referred to herein as the "Event").

4. FEES AND PAYMENTS.

a. CITY agrees to pay PINNACLE a **non-refundable deposit** (*made out to "Pinnacle Venue Services"*) according to the schedule set forth below:

Deposit	Amount: \$300 DUE BY: 1/3/18
Balance of all Billable Charges	Due 4/2/18

Acceptable methods and forms of payment for all Two Rivers Convention Center or Avalon Theatre invoices include credit cards, certified checks, corporate checks and money orders.

b. CITY will provide at its expense during the Event (a) heating/air conditioning (not including move-in/move-out), and overhead light for ordinary use, (b) daily cleaning of all public areas at the Venue, and (c) one standard seating setup per licensed room. CITY shall

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pay for all additional expenses of PINNACLE in connection with the Event, including without limitation, expenses related to additional space, services, systems or equipment requested by the CITY, and those fees set forth in Sections 17 and 18 below. CITY agrees to pay reset fees for changes made less than seventy-two (72) business day hours (Monday-Friday) prior to event. PINNACLE shall invoice CITY for such amounts, and CITY shall pay such amounts to PINNACLE no later than 7 days prior if paying by check; alternately if paying by cash or credit card payment must be received or by close of business (Monday – Friday 5PM MST) no later than one (1) business day prior to the event date. Any expenses incurred during the event must be paid within fifteen (15) days following the invoice date and the date of “final settlement”, which shall occur on the last day of the Event, unless otherwise agreed to by PINNACLE in writing. CITY shall make any such payments by certified check or credit card, unless otherwise agreed to by PINNACLE. All late payments of amounts owing by CITY hereunder shall bear interests from the date due until paid at a rate equal to the lesser of (a) 1.5% per month, or (b) the highest rate allowable by law, and all accrued but unpaid amounts will remain owing after the termination of this Agreement.

c. CITY further agrees to pay deposits and other amounts, and meet the payment schedule, as set forth by any Food and Beverage Amendment to this Agreement.

5. CANCELLATION BY CITY. In the event of a cancellation by CITY of the Event, no deposit refund shall be made. Additionally, CITY shall be obligated to pay the full Base Rental Fee and any reimbursable expenses incurred by PINNACLE in connection with the Event. The parties agree that PINNACLE will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute liquidated damages, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Pinnacle may have, at law or in equity, in the event of a breach or cancellation of this Agreement by City.

6. OTHER EVENTS. CITY acknowledges that, contemporaneously with the Event, other events may be scheduled for other spaces within the Venue not covered by this Agreement. CITY acknowledges that the public parking areas surrounding the Venue are not exclusive for the Event.

7. COMPLIANCE WITH LAWS AND REGULATIONS.

- a. CITY will comply, and will cause its agents and employees to comply, with all laws, ordinances and regulations adopted or established by federal, state, or local governmental agencies or bodies; and by all facility policies and procedures as provided by PINNACLE.
- b. No activity in violation of federal, state or local laws shall be permitted on the premises, and it shall be the responsibility of the CITY to enforce this provision. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by the CITY on the premises and nothing shall be presented, used, or sold that is contrary to law or prohibited by policy of the City of Grand Junction, Colorado. CITY agrees to abide and be bound by the decision of PINNACLE should any questions arise under this paragraph; which decision shall be made by PINNACLE in its reasonable discretion.

8. PUBLIC SAFETY.

- a. CITY agrees that at all times CITY will conduct its activities with full regard to public safety, and will observe and abide by all applicable rules, regulations and requests by (i) duly authorized governmental agencies responsible for public safety or (ii) Pinnacle.
- b. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public areas of the premises shall be kept unobstructed by the CITY and shall not be used for any purpose other than ingress or egress to and from the premises by the CITY.
- c. CITY agrees not to bring onto the premises any material, substances, equipment or objects which can endanger the life of, or cause bodily injury to, any person on the premises or which constitute a hazard to property thereon. PINNACLE shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the premises and the right to require the immediate removal of such items if found thereon.

9. NOTICE OF EVENT REQUIREMENTS. CITY shall provide PINNACLE at least thirty (30) days before the first day of the Event a full and detailed outline of all event requirements including stage, hall and chair requirements, and all such other information as may be requested by CITY in connection with the Event.

10. PROGRAMS AND NOVELTIES. Programs and novelties will only be sold by PINNACLE or PINNACLE’s agent unless agreed otherwise by PINNACLE in writing.

11. FOOD AND BEVERAGE SERVICES. PINNACLE as the exclusive caterer shall have the exclusive right to provide food and beverages services at the Venue. PINNACLE reserves the right to sell food and beverages at any locations in the Venue. CITY may not bring any food/beverage into the venue, unless otherwise agreed to in writing by PINNACLE. CITY shall submit its final food and beverage selections in writing to PINNACLE by 3/16/18. Final guarantee is due five business days prior to event date. The Food and

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Beverage Minimum for this event is set at \$2000. All food and beverage charges are subject to applicable sales tax and a 20% service charge to cover the cost of staff service.

PINNACLE solely reserves the right to deny alcoholic beverage service to guests or attendees of the event who appear to be intoxicated persons, and it will be PINNACLE'S sole responsibility to cease service to any guest or attendee who appears intoxicated.

12. FREE SAMPLES. No free samples of food, beverage or any product may be given away or otherwise distributed without the prior approval of PINNACLE.

13. TICKETING. All ticketed events must be facilitated through the Venue's Box Office.

14. PERFORMANCE APPROVAL. PINNACLE reserves the right to approve the performance, exhibition, or entertainment to be offered under this agreement, and CITY agrees that no such performance, exhibition, or entertainment or part thereof shall be given or held if PINNACLE files written objection thereto.

15. UTILITY CONNECTIONS. Contracts for installation of electricity, gas, and plumbing shall be made by PINNACLE or its designee, unless otherwise agreed to by PINNACLE in writing. All such connections and related work, including any related costs incurred by PINNACLE, will be at the expense of CITY. Any electrical hookups from available power will be charged to CITY according to the prices listed on the then current services rate sheet, and shall be due in accordance with Section 4.b above.

16. STAFFING. PINNACLE shall provide all personnel, including security personnel, to properly staff the Venue during the Event. PINNACLE shall determine in its sole discretion the appropriate number of security and other personnel necessary to properly serve and protect the public during the Event. The costs thereof shall be paid by CITY according to the prices listed on the then current services rate sheet.

17. CITY PROPERTY. PINNACLE may (but shall not be obligated to) accept delivery of CITY'S property, or store CITY's goods and materials, as a service to CITY. In such event, CITY shall use reasonable commercial efforts to keep such property safe, but in no event shall PINNACLE have any liability for loss or damage to such property while in CITY's control, regardless of the reason such loss or damage occurred. CITY shall indemnify and hold PINNACLE, its agents and employees harmless (a) for any loss or damage to such property, and (b) from and against any claims from any third party for loss or damage to any of CITY'S or its employees, agents, or invitees' property on the premises; except for and to the extent such loss or damage was caused by the willful misconduct or gross negligence of PINNACLE. Deliveries will only be accepted with prior approval from PINNACLE. No hazardous materials may be brought onto or stored on the premises. Under no circumstances shall PINNACLE store any perishable goods.

18. PINNACLE'S RIGHT TO ENTRY. In permitting the use of the premises, PINNACLE reserves and retains the right to enforce all rules regarding the management and operation of the premises. Duly authorized agents or employees of PINNACLE may enter upon the premises at any time and on any occasion without interference from CITY. The Venue and all common areas, including the parking lots and grounds, shall at all times be under the charge and control of PINNACLE.

19. EXHIBIT ENTRANCE. All articles, exhibits, displays, etc. to be used by CITY in connection with the Event shall be brought into and out of the Venue only at such entrances and during such hours as designated by PINNACLE.

20. DEFAACEMENT OF FACILITY. CITY shall not damage, mar or in any manner deface the premises, or any equipment contained therein, and shall not cause or permit the premises or equipment therein to be in any manner damaged, marred, or defaced. Without obtaining PINNACLE's prior written consent, CITY shall not drive or permit to be driven, nails, hooks, tacks, or screws into any part of said premises or equipment contained therein and will not make, nor allow to be made, any alternations of any kind to said premises.

21. SIGNS AND POSTERS. CITY will not post, or allow to be posted, any signs, cards or posters except in such display areas as PINNACLE expressly permits. Any use of such areas shall be on a non-exclusive basis. All such material is subject to prior approval by PINNACLE.

22. OBJECTIONABLE PERSONS. PINNACLE reserves the right in its discretion to remove or cause to be removed from the premises any objectionable person or persons (as determined by PINNACLE in its reasonable discretion), and neither PINNACLE nor any of its officers, agents or employees shall be liable to CITY for any damages that may be sustained by CITY as a result thereof.

23. CAPACITY. CITY will not permit occupancy in excess of the capacity of the room(s) licensed by CITY hereunder, as such capacity is determined by PINNACLE. PINNACLE shall have the right to determine when the maximum number of persons has been admitted to such rooms.

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27. OPENING HOURS. CITY agrees to open the Event to the public in accordance with times advertised by CITY for such opening, and in compliance with Venue policies.

28. NON-ASSIGNMENT. CITY may not assign, transfer or sublet this Agreement or any of its rights or obligations hereunder without PINNACLE'S prior written approval. Any purported assignment in violation of this provision shall be null and void.

29. DEFAULT. Should the CITY default in the performance of any of the terms and conditions of this Agreement, PINNACLE shall have the right to immediately terminate this Agreement and the license granted hereunder. In such event, CITY shall remain liable for the full amount of the Base Rental Fee and any other reimbursable expenses incurred by PINNACLE in connection with its performance hereunder. In such event, any deposit made by CITY to PINNACLE may be retained by PINNACLE and be credited against such LICENSE payment due.

30. CIVIL RIGHTS. CITY agrees not to discriminate against any person because of race, religion, national origin, or any other prohibited criteria relative to admission, services, employment, or other privileges offered to or enjoyed by the general public.

31. AMERICANS WITH DISABILITIES ACT. With respect to any event at the Venue, CITY recognizes that it is subject to the provisions of Title III of the Americans with Disabilities Act, as amended ("ADA"). CITY shall be responsible for ensuring that the Venue complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as CITY modifies, rearranges or sets up in the Venue in order to accommodate CITY's usage, and CITY shall be responsible for any violations of the ADA that arise from any such reconfiguration by CITY. CITY shall be responsible for providing auxiliary aids or modification of other portions of the Venue in order to accommodate CITY's usage, and that are ancillary to its usage, and for ensuring that policies, practices, and procedures it applies in connection with an event are in compliance with the ADA.

32. FORCE MAJEURE. Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if prevented by an occurrence outside of its reasonable control (a "force majeure"), including but not limited to (a) a fire, earthquake, hurricane, wind, flood, act of God, act of terrorism, riot, or civil commotion occurring at the Venue, (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the Venue or services described in this Agreement. In the event of a force majeure affecting PINNACLE's ability to perform under this Agreement, CITY shall have no right to, nor claim for, damages against the PINNACLE or its employees or agents. In the event that due to a force majeure PINNACLE is unable to provide the applicable portion of the premises to CITY to hold the Event, CITY shall be obligated to pay the Base Rental Fee and all reimbursable expenses, pro-rated for the number of days of the Event prior to the interruption. Any fees paid in excess of such amounts shall be reimbursed by PINNACLE to CITY. PINNACLE at all times reserves the right to cause the interruption of any performance or event in the interest of public safety, without liability to PINNACLE.

33. LIMITATION ON LIABILITY. PINNACLE shall not be liable under any circumstances to CITY or to any third party for any indirect, special, punitive or consequential damages, or loss of revenue or profits, arising in connection with this Agreement, even if a party has been advised of the possibility of such damages. This waiver shall be enforced to the maximum extent permitted by law.

34. NON-EXCLUSIVE RIGHT. PINNACLE shall retain the right to use and/or license to any third party such portions of the Venue not exclusively licensed to CITY under this Agreement. PINNACLE also retains the right to re-enter the premises covered by this LICENSE should such premises be vacated before the expiration of the Event. In such event, the licensed premises may be sublet by PINNACLE at its sole option, but CITY'S obligation to pay the entire Base Rental Fee and any reimbursable expenses shall not be affected thereby.

35. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address set forth above. The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

36. SEVERABILITY. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

37. GOVERNING LAW. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Colorado, without regard to its conflict of laws principles. Venue of any suit, action or proceeding arising out of or relating to this Agreement shall lie exclusively in the state courts located in, or the federal courts nearest to, Mesa County, Colorado, and each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of such county.

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38. **AMENDMENTS.** Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

39. **WAIVER; REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity. Nothing in this Agreement shall be deemed to contradict, contravene or waive any governmental immunity, statutory or common law, of the City of Grand Junction/PINNACLE.

40. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

41. **APPROVAL OF CONTRACT.** This contract will not be in force or effective until signed by authorized representatives of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by an authorized representative the day and year first set forth above.

PINNACLE
PINNACLE VENUE SERVICES, LLC., as Agent for the
CITY OF GRAND JUNCTION, COLORADO

By: _____

Name: Maria Rainsdon

Title: General Manager

Please send signed license agreement and deposit to:
Two Rivers Convention Center
Attn: Joni Fraser, 159 Main Street Grand Junction, CO 81501

CITY
City of Grand Junction

Sign: Wanda Winkelmann

Name: Wanda Winkelmann

Title: City Clerk

01/03/2018

Initials: ww



Policies and Procedures

FUNCTION SPACE

Function space will be reserved on a tentative basis for your group. Upon receipt of a signed agreement and deposit, function space will be held on a definite basis. Function rooms are assigned based on anticipated attendance and set-up requirements. Revisions in the attendance and/or set-up may necessitate reassignment to a more suitable function room. The Two Rivers Convention Center retains the right to reassign the client's function room, as needed for the benefit of the client or facility

FACILITY RENTAL

Room rental rates are charged on a sliding scale based on food and beverage revenues and detailed on the Convention Center rate sheet. Facility rental is based on a maximum of 10 hours including set up and load out. Additional rental is available on an hourly basis. Actual preordered food and beverage revenue will determine the final rental rate. Preordered food and beverage charges do not include service fee or sales tax.

DEPOSIT AND BILLING INSTRUCTIONS

A deposit, equal to 50% the anticipated room rental is due when the event is contracted. Deposits and final payments may be payable by corporate check (made to "Pinnacle Venue Services, LLC") or credit card (Visa, MasterCard, Discover and American Express). Final payment is due 5-business days prior to event.

FOOD AND BEVERAGE SERVICES

Food and beverage services are provided through Pinnacle Venue Services exclusively. Outside food and beverages are not permitted in the facility. Our Event Manager will work within your budget and provide you with creative menus that offer ultimate flavor and presentation to your group.

BANQUET EVENT ORDER AND DIAGRAM

A Banquet Event Order (BEO) and room diagram will be prepared for your function and provided to you for approval 30 days prior to your event. The Banquet Event Order will be utilized by several departments within the Two Rivers Convention Center and/or the Avalon Theatre to assure accurate set-up and service to your group. Any changes to the room set-up must be made prior to 72 hours before the event. Changes made less than 72 hours prior to the event will be subject to re-set fees.

PARKING

Parking is available along Main Street, the surface lot adjacent to the Two Rivers Convention Center, and in the underground parking lot below the Convention Center free of charge. The City of Grand Junction and Pinnacle Venue Services are not responsible for any parking tickets received. Directions and additional parking information are available on our web site at www.TwoRiversConvention.com under parking/directions.

SECURITY/Guest Services

Security is exclusively arranged through the Venue's event staff, upon request or at the discretion of the Venue based on the size of the group, nature of the event and service of alcoholic beverages. All accrued security expenses will be charged to the leasee.

FREIGHT ACCESS

Freight access is available through the loading dock located in the southwest corner of the Venue or directly behind the Avalon Theatre. Use of the loading dock must be pre-arranged with the Event Department, as it is unavailable during some events.

TICKETING

All ticketed events must be facilitated through the Venue's Box Office.

DECORATIONS AND SIGNAGE

Decorations, including signage, may not be taped, nailed, tacked or otherwise fastened to ceilings, glass, painted surfaces, doors, columns or walls. Glitter, sand, confetti, rice, birdseed, bubbles and dirt are not permitted in the facility. Open flames are prohibited, with the exception of votive candles enclosed in an approved container. All banners must be hung by Convention Center staff at \$10.00 per banner.

SMOKING

Two Rivers Convention Center is a smoke-free facility. Smoking is only permitted outside designated smoking doors for a particular event. Check with the Event Manager for your specific event's location.

AUDIO VISUAL EQUIPMENT

Professional audio visual equipment and service is available at Client's Expense. The Event Manager services will work with you to help maximize the impact of your message. When an outside audio visual company is used, up to a \$200 fee may be charged for the use of electrical service and audio patch. Applicable service fee and sales tax will apply.

SHIPPING AND STORAGE OF MATERIALS

All materials shipped to the Two Rivers Convention Center should be labeled as follows:

Client Name
Group Name - Meeting Date
c/o Two Rivers Convention Center
159 Main Street
Grand Junction, CO 81501

Due to limited space, the facility cannot accept deliveries more than 2 business days prior to the group's events. All storage needs must be prearranged with the Convention Center. The client will be responsible for packing, labeling, shipping, arranging pick-up and charges for outgoing materials. Materials delivered more than 2 business days prior to the event or left more than 1 business day following the event may be charged a \$100 per day storage fee. The Two Rivers Convention Center assumes no responsibility for storage or mailing of outgoing materials. Materials must be shipped from the Two Rivers Convention Center within 24 hours after the event.

CANCELLATION POLICY

Reservations cancelled less than 180 days prior to the event will be required to pay the balance of the rental amount contracted.

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