

**SCTID MEETING:  
August 9, 2019****AGENDA ITEM: 2**

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**CCJW 2020**

CK

Carr, Kelly

Wed 7/17/2019 2:09 PM

Eron Hodges Hyatt &lt;eron.hodges@hyatt.com&gt; ∨



Eron,

Per our conversation, we are ready to move forward with the contract for 2020 for CCJW. I have notified the client that we will be sending over the contract to him this afternoon pending approval of the TID Board of the subsidy.

As we discussed, the subsidy per event (3 events in 2020) is \$27,351.

This subsidy will make up the shortfall of the financials on this event.

If you can please let me know when the Board has approved I will then forward the contract to the client.

Thank you for your time and patience in this matter. We are looking forward to working with you and the TID on bringing more business to Santa Clara in the future.

Sincerely,

Kelly Carr

General Manager

Santa Clara Convention Center

O: 408.748.7018

M: 669.249.6418



↩ Reply   ✎ Delete   🚫 Junk   Block   ⋮

**RE: CCJW 2020**

HE Hodges, Eron (CLARA) <eron.hodges@hyatt.com>  
Wed 7/17/2019 4:03 PM  
Carr, Kelly ✎



**CAUTION:** This email originated from outside the organization, please proceed with caution.  
Kelly,

I've already received a majority vote of approval on this. Thank you again for all your help.

Eron

**Eron Hodges**  
*General Manager*

**HYATT REGENCY SANTA CLARA**  
5101 Great America Pkwy, Santa Clara, CA 95054  
T +1.408.510.6405 E [eron.hodges@hyatt.com](mailto:eron.hodges@hyatt.com)  
[santaclara.hyatt.com](http://santaclara.hyatt.com)



THINK BEFORE YOU PRINT: Please consider the environment before printing this email.

2019 Bay Area's Top Work Places – Award Winner since 2011  
2018 TripAdvisor Certificate of Excellence  
2018 TripAdvisor Green Leaders Award  
2018 #1 Green Hotel in Santa Clara  
2018 Green Key Certification  
2017 TripAdvisor Certificate of Excellence  
2017 TripAdvisor Green Leaders Award  
2017 #1 Green Hotel in Santa Clara  
2017 Green Key Certification

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**From:** Carr, Kelly <Kelly.Carr@spectrarp.com>  
**Sent:** Wednesday, July 17, 2019 2:10 PM  
**To:** Hodges, Eron (CLARA) <eron.hodges@hyatt.com>  
**Subject:** CCJW 2020

Cyber Security Reminder: Please use caution - message originated outside Hyatt. Send suspicious messages to [phishing@hyatt.com](mailto:phishing@hyatt.com)

CC Jehovah's Witnesses

| 2018                        |         |           |           |           |          | 2020                        |          |           |           |           |          |
|-----------------------------|---------|-----------|-----------|-----------|----------|-----------------------------|----------|-----------|-----------|-----------|----------|
| Space                       | Rate    | Days      | Sub-Total | Discount  | Total    | Space                       | Rate     | Days      | Sub-Total | Discount  | Total    |
| Exhibit Hall A              | \$4,000 | 3         | \$12,000  | -\$9,500  | \$2,500  | Exhibit Hall A              | \$4,510  | 3         | \$13,530  | -\$6,765  | \$6,765  |
| Exhibit Hall B              | \$4,000 | 3         | \$12,000  | -\$9,500  | \$2,500  | Exhibit Hall B              | \$4,510  | 3         | \$13,530  | -\$6,765  | \$6,765  |
| Exhibit Hall C              | \$4,000 | 3         | \$12,000  | -\$9,500  | \$2,500  | Exhibit Hall C              | \$4,510  | 3         | \$13,530  | -\$6,765  | \$6,765  |
| Exhibit Hall D              | \$4,000 | 3         | \$12,000  | -\$9,500  | \$2,500  | Exhibit Hall D              | \$4,510  | 3         | \$13,530  | -\$6,765  | \$6,765  |
| Great America Ballroom      | \$1,960 | 3         | \$5,880   | -\$5,880  | \$0      | Great America Ballroom      | \$2,210  | 3         | \$6,630   | -\$3,315  | \$3,315  |
| GA Meeting Rooms 1-3        | \$1,370 | 3         | \$4,110   | -\$4,110  | \$0      | GA Meeting Rooms 1-3        | Included | 3         | \$0       | \$0       | \$0      |
| Equipment                   | Chairs  | Per Chair | Sub Total | Discount  | Total    | Equipment                   | Chairs   | Per Chair | Sub Total | Discount  | Total    |
| Chair Set Up                | 4,723   | \$2       | \$9,446   | -\$9,446  | \$0      | Chair Set Up                | 4,723    | \$2       | \$9,446   | -\$4,723  | \$4,723  |
| Chair Rental                |         |           | \$1,915   | -\$1,915  | \$0      | Chair Rental                |          |           | \$2,032   | \$0       | \$2,032  |
| Stage                       | 27      | \$35      | \$945     | -\$945    | \$0      | Stage                       | 27       | \$35      | \$945     | -\$473    | \$473    |
| Services                    |         |           | Sub Total | Discount  | Total    | Services                    |          |           | Sub Total | Discount  | Total    |
| Fire Permit                 |         |           | \$844     | \$0       | \$844    | Fire Permit                 |          |           | \$897     | \$0       | \$897    |
| Stage Permit                |         |           | \$101     | \$0       | \$101    | Stage Permit                |          |           | \$125     | \$0       | \$125    |
|                             |         |           | Rack Rate | Discounts | Total    |                             |          |           | Rack Rate | Discounts | Total    |
| CCJW Total                  |         |           | \$71,241  | -\$60,296 | \$10,945 | CCJW Total                  |          |           | \$74,195  | -\$35,571 | \$38,625 |
| TID Subsidy                 |         |           |           |           | \$16,950 | CCJW Amount                 |          |           |           |           | \$11,273 |
|                             |         |           |           |           |          | TID Subsidy                 |          |           |           |           | \$27,351 |
| Total Amount Made Per Event |         |           |           |           | \$27,895 | Total Amount Made Per Event |          |           |           |           | \$38,625 |

**Santa Clara Convention Center  
5001 Great America Parkway  
Santa Clara, CA 95054  
408-748-7000**

Date: July 17, 2019

Event #: 2007013

**USE AGREEMENT**

Global Spectrum L.P., d/b/a/ Spectra Venue Management, as agent on behalf of the City of Santa Clara ("Center") does hereby grant to:

Christian Congregation of Jehovah's Witnesses  
675 Red Mills Rd.  
Wallkill, NY 12589  
Telephone: {845} 306-0400

Local Contact: George Hernandez  
Telephone: {408} 858-2544

herein called the "licensee" permission to occupy those areas of the Center described below on the date(s) and at the time(s) specified for the following purpose: Religious Convention

The term of this Agreement shall be: 7:00 AM through 11:59 PM Thursday-Sunday, 7:00 AM through 11:59 PM Thursday –Sunday and 7:00 AM-1159 PM Thursday-Sunday of each event as shown for the following dates:

June 25-28, July 2-5 and July 9-12, 2020

Space covered by this Agreement is detailed in the attached **Location Schedule**.

1. **PAYMENTS:** Licensee shall pay the Center for use of the area(s) described above a License Fee of \$33,819.00 according to the following payment schedule, all payable in U.S. funds by instrument drawn on a U.S. bank: Any returned checks are subject to a \$20.00 service charge.

Signed Use Agreement/Deposit of: \$8,454.75 due 8/10/2019

Final Payment of: \$25,364.25 due 5/25/2020

**FAILURE TO MAKE PAYMENTS ACCORDING TO THE SCHEDULE MAY RESULT IN CANCELLATION OF THE EVENT.**

2. **CANCELLATION:** Any cancellation by the Licensee must be in writing. Receipt by the Center of a cancellation within two (2) years of the event will result in cancellation charges and forfeiture of a portion of the License Fee and/or anticipated food and beverage revenue as follows whether or not any moneys have actually been paid to and received by the Center:

| TIME BEFORE EVENT                        | FORFEITURE % | TIME BEFORE EVENT                          | FORFEITURE % |
|------------------------------------------|--------------|--------------------------------------------|--------------|
| Less than 2 years but, more than 1 year  | 0%           | Less than 9 months but, more than 3 months | 0            |
| Less than 1 year but, more than 9 months | 0%           | Less than 3 months                         | 10%          |

Such cancellation charges and forfeiture shall be in the nature of liquidated damages because the parties agree that the fixing and determining of actual damages would be difficult to ascertain.

3. **INDEMNIFICATION:** Licensee agrees to defend, indemnify and hold harmless the Center, the City of Santa Clara, and Global Spectrum LP, and their respective governing bodies, officers, directors, employees, agents, owners, affiliates, successor and assigns (collectively, "Indemnitees"), from all claims, loss, expenses (including reasonable attorneys' fees) damage and liability resulting from the use of the Center by Licensee, its contractors, subcontractors, employees, exhibitors, and/or agents except to the extent that such loss, damage or liability is caused by the sole negligent or intentional acts or omissions of the Indemnitees. Furthermore, should Licensee use stages or risers supplied by the Center and require that railings not be installed, such indemnification shall extend to liability for all accidents and injuries to the Licensee's employees, guests or invitees resulting from the use of such stages or risers without railings.

4. **INSURANCE:** Licensee shall obtain and maintain in effect during the period of the License hereunder, a policy of insurance satisfactory to the Center which shall insure the Center, the City of Santa Clara and Global Spectrum LP, and their respective governing bodies, officers, directors, employees and/or agents against any claim arising out of or in connection with the use of the Center by Licensee, its contractors, subcontractors, employees, exhibitors and/or agents including all costs of defending any such claim or claims. Appropriate evidence thereof shall be furnished to the Center no later than thirty (30) days prior to the first event or move-in date. Such policy shall be of the Commercial General Liability form and shall have, as a minimum, a combined single limit per occurrence of **\$1,000,000.00 (\$2,000,000 for exhibitions)**. Such policy shall specifically name **THE CITY OF SANTA CLARA, GLOBAL SPECTRUM LP, AND THEIR RESPECTIVE GOVERNING BODIES, OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS** as additional insured thereunder, shall be primary insurance, shall extend coverage between all named insured and shall not be canceled for any cause until fifteen (15) days after receipt of written notice thereof by the Center.

5. **WORKER'S COMPENSATION:** Licensee, by executing this License Agreement, certifies that he is aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability of Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and certifies that he will comply with such provisions before commencing performance of this contract. The Licensee shall present adequate evidence to the General Manager of the existence of a Worker's Compensation insurance policy or of the Licensee's ability to undertake self-insurance prior to the execution of this agreement. Limits of coverage shall be one million dollars (\$1,000,000.00) for any one person, for all of his employees under the terms of this agreement. Workers Compensation not applicable to this event, Licensee uses only volunteers and does not have paid employees for their event,

6. **TICKETED EVENTS.** Center reserves the right to base the License Fee for ticketed events upon a percentage of gross ticket sales. For those events, a certified ticket manifest from a box office or ticketing agency will be required. Box Office settlements may be required daily or, at the conclusion of the event as determined by the General Manager.

7. **SCHEDULING:** Unless otherwise specified, in writing, the General Manager shall have the right to schedule other similar events as may be determined by the General Manager at any time before or after the dates of this agreement .

8. **OTHER EVENTS.** Licensee acknowledges that other events may be scheduled at the same time for other spaces within the Center not covered by this Agreement.

9. **LOBBIES** Lobbies are considered public spaces for use by all events in the Center. The Center may limit or restrict the size and location of registration areas and signage as is considered necessary at its sole discretion.

10. **BROADCAST RIGHTS:** The Center reserves all rights and privileges for outgoing television and radio broadcasts originating from the Center during the term of this Agreement. **{See attached Addendum, Paragraph 10}**.

11. **COPYRIGHT:** The Center does not have a licensing agreement with ASCAP, BMI or SESAC. The Licensee shall be required to obtain all applicable licenses to play or present any music at the event. Licensee shall assume all costs and obligations arising from the use of licensed, patented and/or copyrighted materials, equipment, devices,

processes or dramatic rights furnished, used or incorporated in the conduct of this event. Licensee agrees to indemnify and hold harmless the Center, City, Global Spectrum LP and the rest of the Indemnites from all damages, costs, expenses, including attorney's fees, for or on account of the use of any licensed, patented and/or copyrighted materials, equipment, devices, processes or dramatic right furnished or used by Licensee in connection with the event.

12. **VIDEO & AUDIO TAPING.** Licensee may video or audio tape its event provided that any recording or broadcast for reproduction shall be for its proprietary use and not for broadcast to the general public. **{See attached Addendum, Paragraph 10}.**

13. **FOOD AND BEVERAGE SERVICE:** **{See attached Addendum, Paragraph 1 and 7}.**

14. **INSIDE WIRING FEES:** The Center and/or its in-house contractors retain exclusive responsibility for the Center's inside wiring and related facilities providing audiovisual, telecommunications and network services. If Licensee uses a supplier other than the in-house contractors for these services, the Center and its contractor(s) retain the right to provide inside wiring services and connections at the current rates. **{See attached Addendum, Paragraph 5, 8 and 11}.**

15. **POSTERS, BANNERS AND SIGNS:** Licensee shall not cause banners, signs, posters or any other materials to be affixed by any means to any portion of the building without specific authorization from the General Manager or his designee. Licensee may not offer for sale advertising space within the public areas of the Center, without specific written authorization of the General Manager. Center may also require payment for such rights and privileges. **{See attached Addendum, Paragraph 12}.**

16. **CONDITION OF PREMISES:** Licensee agrees that, at the conclusion of the Licensee's use of the premises, the premises will be in the same condition and state of repair as when such use was commenced by Licensee. Licensee agrees to pay to the Center, upon demand, the cost of any repairs and cleanup made by the Center in order to restore the premises to such condition. **{See attached Addendum, Paragraph 15}.**

17. **NON-RESPONSIBILITY:** The Center shall not be responsible for any damages or inability to provide the Licensee with the use of the premises as agreed, if such inability is due to acts of God, fire, earthquake, strikes, labor disputes or other causes beyond the control of the Center. The Center shall not be responsible for damages caused directly or indirectly by Licensee's invitees or patrons of Licensee's event. Neither shall the Center be responsible for property brought upon the premises by Licensee, its exhibitors, guests or invitees. Licensee shall, at his own expense, place any necessary watchmen to assure the security of its own property or that of its exhibitors, guests and invitees. **{See attached Addendum, Paragraph 20}.**

18. **OCCUPANCY INTERRUPTIONS:****{See attached Addendum, Paragraph 20}**

19. **COMPLIANCE WITH LAW AND CENTER REGULATIONS:** In using the premises Licensee agrees to comply with all applicable federal, state and local statutes, ordinances and regulations and to obtain all required permits. Additionally, Licensee agrees to comply with the Center's established policies and procedures in effect at the time of the event. A copy of the current version can be found at our website <http://santaclaraconventioncenter.org>

**SECURITY NOTICE-**The Center may require that additional security be provided by off duty officers from the City of Santa Clara Police Department. The Center will make the determination based on information received about the nature of the event and possible public controversy or interest. The licensee will be notified if this determination is made and the advanced fee deposit for the estimated cost of security will be required one week prior to the event. If the required deposit is not made, the event may be cancelled.

20. **EVENT REQUIREMENTS.** Licensee shall provide a "Plan of Operations" for its event at least thirty (30) days before the event for review by the Center . Such plan shall include the names and addresses of all proposed contractors and subcontractors, floor plans for exhibit space, lobby layout including signs and counters and meeting room setups. The Center shall have the right to reject any proposed contractor or subcontractor and to require

revisions to floor plans, layouts or room setups. There may be an additional charge when setup requirements are not received on a timely basis.

21. **BASIC SERVICES.** The Center shall provide heat, air conditioning, water and general lighting during the term of this Agreement. **{See attached Addendum, Paragraph 5, 11 and 15}.**

22. **SETUP CHANGES.** The License Fee includes the set-up of each meeting room once during the event. **{See attached Addendum, Paragraph 3}.**

23. **RIGHT OF ENTRY:** The premises and the keys thereto shall, at all times, be under the control of the Center's duly authorized representative. **{See addendum, Paragraph 17}**

24. **EXHIBITS:** Not applicable, Exhibits are not part of CCJW Events. **{See attached Addendum, Paragraph 9}**

25. **HAZARDOUS MATERIALS.** Licensee shall not bring upon the premises any exhibit, equipment, vehicle or material which, in the sole judgment of the General Manager, would be or might be dangerous to persons or property or otherwise incompatible with the structure, systems and furnishings of the Center.

26. **MOVE-OUT:** Immediately upon completion of the event for which the premises are licensed by this agreement, Licensee shall remove from the center all property, goods, and effects belonging to Licensee or its exhibitors or caused or permitted to be brought upon the premises. If such property is not removed within the period of time for move-out, the Center may store or cause to be stored any such property for which the Licensee shall pay a reasonable fee and all expenses incurred therefore. In the event such property is not claimed and storage fees not paid within a reasonable time, the Center shall have the right to sell the property in a manner it deems appropriate and to apply the sales proceeds to the costs incurred in the handling and storage of property left by Licensee. In any event, the Center shall not be responsible for the loss, damage or destruction of such property. **{See attached Addendum, Paragraph 13}.**

27. **ASSIGNMENT:** This License is not assignable without the express written consent of the General Manager. Any assignment without such permission shall be null and void.

28. **BREACH BY LICENSEE:** In the event Licensee breaches any provisions of this agreement, in addition to all remedies permitted by law, the Center may, forthwith, terminate Licensee's right to use the premises and may remove and exclude Licensee therefrom, all without notice or resort to legal process and without liability on the part of the Center.

29. **EXPENSES:** Licensee agrees to pay Center for all items requested by Licensee. Center will only accept request from Licensee's Local Contact as noted on the first page of this Use Agreement. **{See attached Addendum, Paragraph 3}.**

30. **ATTORNEY'S FEES: {See Paragraph 3 INDEMNIFICATION}.**

31. **TAXES:** This Agreement may create a "possessory interest" subject to property tax. The Licensee is responsible for any such tax that may be assessed by the County.

32. **AMERICANS WITH DISABILITIES ACT:** Center warrants that it is in compliance with the Americans With Disabilities Act (Public Law 101-336). This warranty is based upon a Self-Assessment conducted by the City's ADA Task Force and the Center's staff. Compliance includes preparation of a Transition Plan containing identified deficiencies and plans to correct those deficiencies subject to funding by the City of Santa Clara. The Transition Plan is available for inspection in the Center's administrative offices during regular business hours. The Center accepts responsibility for compliance with the Act with respect to its policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services other than in those areas designated for the exclusive use of the Licensee; architectural, communication and transportation barriers other than those created by or within the control of Licensee, its agents, representatives or contractors and, the provision of wheelchair seating spaces in assembly areas.

Licensee shall be responsible for compliance with the Act with respect to its policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services in areas designated for the exclusive use of or within the control of Licensee, including audio visual; and, architectural, communications and transportation barriers created by or within the control of Licensee, its agents, representatives or contractors.

33. **Parking Notice:** the Center cannot guarantee parking availability in the adjacent City owned parking garages due to major events that may potentially be held in Levi's Stadium. All reasonable efforts will be made to locate alternative parking for the use of the Licensee. Parking fee will apply based upon the rates charged at the time of the program.

34. **PERMITS/LICENSEES**

Licensee is responsible for obtaining and paying for all licenses/permits required by the City of Santa Clara for your event. Building and Fire permits are required for those events building temporary structures like stages, exhibits, etc. Ask your Event Manager for more details or you may visit The City of Santa Clara website: <http://santaclaraca.gov/government/departments/community-development/building-division/permits>  
Licensee is responsible for all fees assessed by the City of Santa Clara Building and Fire Departments.

35. **ADDENDA:** Additional provisions, if any, are listed below and made a part hereof.

Exhibit A "parking" is part of this Agreement.

The attached Addendum is part of this Use Agreement and where it conflicts the Addendum takes precedence.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_. APPROVED AND AGREED TO:

\_\_\_\_\_  
Licensee  
\_\_\_\_\_  
By

Santa Clara Convention  
Center  
\_\_\_\_\_  
General Manager





**Location Schedule**

| LOCATION          | MOVE IN DATE | MOVE IN TIME | EVENT DATE | EVENT DAYS | MOVE OUT DATE | MOVE OUT TIME | RATE CODE | RENTAL AMOUNT      |
|-------------------|--------------|--------------|------------|------------|---------------|---------------|-----------|--------------------|
| Exhibit Halls A-D | 6/25/2020    | 7:00 AM      | 6/26/2020  | 3          | 6/28/2020     | 11:59 PM      | DREH      | \$11,273.00        |
| Exhibit Halls A-D | 7/ 2/2020    | 7:00 AM      | 7/ 3/2020  | 3          | 7/ 5/2020     | 11:59 PM      | DREH      | \$11,273.00        |
| Exhibit Halls A-D | 7/ 9/2020    | 7:00 AM      | 7/10/2020  | 3          | 7/12/2020     | 11:59 PM      | DREH      | \$11,273.00        |
| <b>Total Rent</b> |              |              |            |            |               |               |           | <b>\$33,819.00</b> |