

**SCTID MEETING:
August 9, 2019**

**Santa Clara Tourism Improvement District
Check Request**

AGENDA ITEM: 5

Invoice Number: 1902007

Payable To: California Association for the
Education of Children
950 Glenn Dr, Suite 150
Folsom, CA 95630

Expense Date: 2/24/19

Amount: \$2,070.00

Reason for Payment: Room Night Subsidy

GL Account #: _____

1035 Room Nights @ \$2/ 2,070.00

2,070.00

Prepared By: Karen Fitzgerald

Date: 6/6/19

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

Date: July 31, 2017

Event #: 1904009

USE AGREEMENT

The Santa Clara Convention Center, a subsidiary of the Santa Clara Chamber of Commerce, Inc., a non-profit corporation, hereafter called the "Center" does hereby grant to:

Ms Deidre Bryant
Executive Director
CAAAYC
950 Glenn Dr
Suite 150
Folsom, CA 95630
Telephone: 916 486-7750 Fax: 916 486-7765

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: CAAAYC

The term of this Agreement shall be: 7:00 AM 4/ 9/2019 through 11:59 PM 4/13/2019

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 \$76,095.00 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.

Deposit of: \$7,609.50 due 8/21/2017
Additional Payment of \$11,414.25 due 4/9/2018
Final Payment of: \$57,071.25 due 3/9/2019

updated payment schedule DB

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	25%	Less than 9 months but, more than 3 months	75%
Less than 1 year but, more than 9 months	50%	Less than 3 months	100%

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 indemnify and hold harmless the Center, the City of Santa Clara, the Redevelopment Agency of the City of Santa Clara, the Santa Clara Chamber of Commerce and their respective governing bodies, officers, directors, employees and/or agents from all loss, damage or liability resulting from the

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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 negligent or intentional acts or omissions of the Center, the City, the Redevelopment Agency of the City or the Santa Clara Chamber of Commerce and their respective governing bodies, officers, directors, employees and/or agents 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 Licensee's employees, guests or invitees resulting from 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, the Redevelopment Agency of the City of Santa Clara and the Santa Clara Chamber of Commerce 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 SANTA CLARA CONVENTION CENTER, THE CITY OF SANTA CLARA, THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA, THE SANTA CLARA CHAMBER OF COMMERCE 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.

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. ****See Below****

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. If the Center grants to Licensee any such rights and privileges, Licensee will be required to pay in advance all costs related thereto. Center may also require payment for such rights and privileges in addition to such advance payment.

11. **COPYRIGHT:** The Center does not have a licensing agreement with ASCAP, BMI or SESAC. 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, the City, the Redevelopment Agency of the City of Santa Clara, the Santa
*CaliforniaAEYC respectfully asks that the facility not contract with any organizations that would be similar in nature (e.g., early childhood education professionals), would conflict with our mission or create an atmosphere contrary to our professional development focus.

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Clara Chamber of Commerce, their councilperson's, agency members, officers, directors and employees 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 rights 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.

13. FOOD AND BEVERAGE SERVICE: Food and beverages shall not be served or brought into the Center except by arrangement with the Center's exclusive caterer. Alcoholic beverages, in any quantity, may not be sold, distributed, sampled or given away except by the Center's exclusive caterer who is the license holder.

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.

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.

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.

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.

18. OCCUPANCY INTERRUPTIONS: In case the Center or any part thereof shall be destroyed by fire or any other cause, or if any casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible of performance, this agreement shall be, at once, canceled. The Center shall not, in any case, be held liable or responsible to Licensee for any damage caused by said cancellation and the Center shall be relieved from any further liability by reason of this agreement, and no claims for compensation or damage shall be made against the Center by Licensee. Any fees for the unused portion of said agreement shall, under the circumstances, be refunded to Licensee. It is understood by Licensee that the Center is a contractor of the City of Santa Clara and that all the agreements, contracts and licenses are subject to the terms and conditions of the Center's contract with the City and, should the Center's contract be terminated or expire or should the Center be unable to perform any of the conditions or covenants of its agreement because of other contract provisions, that there be no liability to the Center.

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 has been provided herewith.

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

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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. In addition, the Center will furnish all routine janitorial services throughout the building except in exhibit areas. If, in the sole opinion of the General Manager, unusual or extraordinary janitorial or trash disposal services are required, an additional charge may be imposed.

22. **SETUP CHANGES.** The License Fee includes the set up of each meeting room once during the event. A charge may be made for the cost of labor to change setups if required by your event.

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.

24. **EXHIBITS:** All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the premises at such entrances and exits as may be designated by the General Manager. Licensee shall ensure that contractors and exhibitors obey traffic and parking regulations in and around the Center including dock areas.

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.

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 all costs, expenses and fees, including copyright fees, incidental to Licensee's use of the premises and to indemnify and hold the Center free and harmless therefrom, keeping the premises free from all liens.

30. **ATTORNEY'S FEES:** In the event of legal action arising from this agreement, the non-prevailing party agrees to pay the prevailing party reasonable attorney's fees.

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. ****See Below****

✓ *As a public benefit nonprofit corporation, 501c3, we would offer that CaliforniaAEYC would not be subject to taxes related to property, or possession thereof.

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

ROOM NIGHT OFFSETS

Upon confirmation that between 1000-1499 Santa Clara hotel room nights have been utilized by your organization and the rental of two exhibit halls, you will be refunded **\$13,380.00**, the value of Meeting Rooms 201-212 following the event.

Upon confirmation that between 1500-1999 Santa Clara hotel room nights have been utilized by your organization and the rental of two exhibit halls, you will be refunded **\$13,380.00**, the value of Meeting Rooms 201-212, **\$4,740.00**, the value of Grand Ballroom G & H following the event.

Upon confirmation that 2000 or more Santa Clara hotel room nights have been utilized by your organization and the rental of two exhibit halls, you will be refunded **\$13,380.00**, the value of Meeting Rooms 201-212, **\$4,740.00**, the value of Grand Ballroom G & H, **\$9,975.00**, the value of Great America Ballroom JK and Great America Meeting Rooms 1-3.

FOOD AND BEVERAGE OFFSET

The License Fee for Exhibit Hall B for (3) days (valued at **\$12,000.00) will be refunded following the event, if the total amount spent at the Santa Clara Convention Center for food and beverages for the duration of your Conferences equals or exceeds **\$89,700.00** (excluding service charges and taxes). The License Fee will be reduced by one-half, if the amount spent is between 50% and 100% of the above amount.

HOTEL SUBSIDY

Option 1

In addition, the Santa Clara Convention - Visitors Bureau will offer a \$4.00 subsidy per actualized room night in the Santa Clara designated hotels. In order to qualify for this subsidy, Licensee must meet the following requirements.

- 1) Contract with a minimum of two (2) Santa Clara hotel properties for 400+ sleeping rooms on peak night.
- 2) Have a minimum of 400 actualized Santa Clara hotel rooms on peak night upon completion of the event.

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- 3) \$4.00 per room night subsidy for any registered conference attendee that is confirmed to have stayed at the following Santa Clara hotels during the conference dates: Marriott Santa Clara, Hyatt Regency, Avatar, Biltmore Hotel and Suites, Embassy Suites, Hilton Santa Clara, Hyatt House and The Plaza Suites.

Option 2

The Santa Clara Convention -Visitors Bureau will offer a \$2.00 subsidy per actualized room night in the Santa Clara designated hotels. In order to qualify for this subsidy, Licensee must meet the following requirements.

- 1) Contract with a minimum of two (2) Santa Clara hotel properties for 300+ sleeping rooms on peak night.
- 2) Have a minimum of 300 actualized Santa Clara hotel rooms on peak night upon completion of the event.
- 3) \$2.00 per room night subsidy for any registered conference attendee that is confirmed to have stayed at the above listed Santa Clara hotels during the conference dates.

Option 3

The Santa Clara Convention-Visitors Bureau will offer a \$6.00 subsidy per actualized room night in the Santa Clara designated hotels. In order to qualify for this subsidy, Licensee must meet the following requirements.

- 1) Contract with a minimum of three (3) Santa Clara hotel properties for 500+ sleeping rooms on peak night.
- 2) Have a minimum of 500 actualized Santa Clara hotel rooms on peak night upon completion of the event.
- 3) \$6.00 per room night subsidy for any registered conference attendee that is confirmed to have stayed at the above listed Santa Clara hotels during the conference dates.

TRANSPORTATION SUBSIDY

The Santa Clara Convention-Visitors Bureau will offer an additional \$2.00 subsidy per actualized room night in the Santa Clara designated hotels for transportation. This amount can only be used towards transportation costs between the designated Santa Clara hotels: Avatar, Biltmore Hotel and Suites, Embassy Suites, Hilton Santa Clara, Hyatt House, Hyatt Regency, Marriott Santa Clara and The Plaza Suites. In order to qualify for this subsidy, Licensee must meet the following requirements:

- 1) Contract with a minimum of three (3) Santa Clara hotel properties for 500 sleeping rooms on peak night.
- 2) Have a minimum of 500 actualized Santa Clara hotel rooms on peak night upon completion of the event.

RIGGING IN MISSION CITY BALLROOM

PSAV Presentation Services is the exclusive rigging provider in the Mission City Ballroom at the Santa Clara Convention Center. PSAV will approve all rigging designs and will provide all rigging labor and chain hoists for your event. A pricing sheet can be provided upon request.

PSAV is our in-house preferred vendor and if they provide your audio visual for your event, they will provide up to 60 easels complimentary.

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CONVENTION CENTER PARKING

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 fees will apply based upon the rates charged at the time of the program.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 2 day of November in the year 2017. APPROVED AND AGREED TO:

Debra Brand *for CRAEYC*
Licensee
Executive Director
By
11/2/17

Santa Clara Convention
Center
[Signature]
General Manager

PICK-UP REPORT



Santa Clara Convention
 5001 Great America Parkway
 Santa Clara, CA 95054
 Fax: (408) 244-9202

Date: 4/16/2019
 From: Megan Harlow, Event Manager-- (408) 748-7063, megan.harlow@gmail.com

Organization Name: CAEYC
 Meeting Name: CAAEYC

Event Type: Convention Center
 Market Segment: SG -SMERF/GOV/PUB ADMIN
 Scope Type: Regional
 Definite Date: 11/02/2017

Contact: Deidre Bryant
 Address: CAEYC
 950 Glenn Dr
 Suite 150
 Folsom, CA 95630
 Phone: 916-4867750
 Email: deidreb@caeyc.org
 Website: <https://caeyc.org/>

Title: Executive Director

Fax: 916-486-7765

Meeting Dates: 4/9/2019 - 4/13/2019
 Attendees: 3,000
 Blocked Rooms: 1,278
 Blocked Peak: 510
 Pickup Rooms: 1,004
 Pickup Peak: 382

Hotel Name	Tues. 4/9/2019	Wed. 4/10/2019	Thurs. 4/11/2019	Fri. 4/12/2019	Sat. 4/13/2019	Totals	Rate
Hyatt Regency Santa Clara	B: 13 P: 4	B: 48 P: 49	B: 208 P: 198	B: 208 P: 203	B: 28 P: 34	B: 505 P: 488	
Marriott	B: 15 P: 12	B: 107 P: 103	B: 302 P: 188	B: 302 P: 195	B: 47 P: 49	B: 773 P: 547	
Totals	B: 28 P: 16	B: 155 P: 152	B: 510 P: 386	B: 510 P: 398	B: 75 P: 83	B: 1,278 P: 1,035	

Hotel	Blocked	Picked up	% Picked up
Hyatt Regency Santa Clara	505	488	96%
Marriott	773	547	67%
Grand Totals	1,278	1,035	81%

Deidre,

Above is the room night pick up report for the CAAEYC 2019. Please review, sign and return so we can work to settle the event. If you have any questions, please call Augie Reyes at 408-748-7025.

Deidre Bryant 5/15/19
 Deidre Bryant