



Myrtle Beach
CONVENTION CENTER
A FACILITY OF THE CITY OF MYRTLE BEACH

LICENSE NUMBER: #101816UW1312

THIS AGREEMENT, MADE AND ENTERED INTO AT MYRTLE BEACH, SOUTH CAROLINA, BY AND BETWEEN THE CITY OF MYRTLE BEACH, 2101 NORTH OAK STREET, MYRTLE BEACH, S.C. 29577, A MUNICIPAL CORPORATION OF THE STATE OF SOUTH CAROLINA, HEREINAFTER "CITY" or "LICENSOR," AND SOUTHEAST REGION WOUND, OSTOMY & CONTINENCE NURSES SOCIETY HEREINAFTER "LICENSEE,"

WHOSE BUSINESS ADDRESS IS
 1031 OAK MEADOWS RD
 BIRMINHAM, AL 35242

IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

A-1 GRANT OF LICENSE. FOR THE PURPOSE OF 2018 SE REGION WOCN

THE CITY HEREBY GRANTS, AND LICENSEE HEREBY ACCEPTS, A LICENSE TO USE THE PREMISES AS FOLLOWS:

DATE	LOCATION	FROM - TO	DESCRIPTION	RENTAL
Thu, Sep 20, 2018	EXHIBIT HALL A	7:00 AM-4:30 PM	EXHIBITS MOVE IN	\$0.00
Thu, Sep 20, 2018	EXHIBIT HALL A	4:15 PM-7:00 PM	EXHIBITS OPEN	\$3,500.00
Thu, Sep 20, 2018	EXHIBIT HALL A	7:00 PM-11:59 PM	DARK	\$0.00
Fri, Sep 21, 2018	EXHIBIT HALL A	10:15 AM-12:30 PM	EXHIBITS OPEN	\$3,500.00
Fri, Sep 21, 2018	EXHIBIT HALL A	12:31 PM-11:59 PM	EXHIBITS MOVE-OUT	\$0.00
Fri, Sep 21, 2018	EXHIBIT HALL A	7:00 AM-10:14 AM	DARK	\$0.00

A-2 LICENSE FEE. LICENSEE SHALL PAY TO THE CITY A LICENSE FEE OF \$7,000.00 EXCEPT AS PROVIDED HEREIN, LICENSE FEES ARE NON-REFUNDABLE.

A-3 ADVANCE DEPOSIT FEE. LICENSEE UNDERSTANDS THAT \$0 OF THE LICENSE FEE SHALL BE DUE AND PAYABLE, UPON EXECUTION OF THIS LICENSE BY LICENSEE. THE BALANCE OF THE FEE IS DUE AUGUST 20, 2018. EXCEPT AS PROVIDED HEREIN ADVANCE DEPOSIT FEES ARE NON-REFUNDABLE.

A-4 ADDITIONAL FEES & CHARGES: LICENSEE UNDERSTANDS THAT THE ABOVE FEES ARE FOR PREMISES RESERVATION AND THIS LICENSE TO USE THE PREMISES. THE FEES DO NOT INCLUDE CHARGES FOR PARKING LOT EXHIBITS, ADDITIONALLY REQUESTED SERVICES OR MATERIALS, INCLUDING BUT NOT LIMITED TO: EQUIPMENT, PERSONNEL, UTILITIES, SECURITY, CATERING, COMMUNICATIONS. LICENSEE SHALL REFER TO THIS LICENSE, LICENSEE'S EVENT RESUME, AND EVENT PLANNER'S GUIDE, WHICH ARE INCORPORATED HEREIN BY REFERENCE, REGARDING OTHER SERVICES AND THEIR ATTENDANT FEES AND CHARGES.

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A-5 EFFECTIVE DATE: THIS LICENSE SHALL NOT BE BINDING ON THE CITY UNTIL SIGNED BY THE CITY. LICENSE MUST BE RETURNED FULLY EXECUTED BY AN AUTHORIZED OFFICER OF LICENSEE ACCOMPANIED BY THE APPROPRIATE ADVANCE FEE(S) ON OR BEFORE THE DEADLINE DATE SET FORTH BELOW. FAILURE OF LICENSEE TO ENSURE DELIVERY OF AN EXECUTED AGREEMENT TO THE CITY BY: NOVEMBER 18, 2016, MAY RESULT IN LICENSEE'S LOSS OF SCHEDULED EVENT DATES.

A-6 EVENT COORDINATION: LICENSEE SHALL, AS REQUIRED BY THE CONVENTION CENTER COMPLETE AN EVENT RESUME. THIS EVENT PLANNING AND COORDINATION DOCUMENT SETS FORTH LICENSEE'S REQUIREMENTS REGARDING: SPACE LAYOUT AND SET-UP, EVENT HOURS AND DATES, ATTENDEES, SEATING, EQUIPMENT NEEDS, PARKING, SECURITY, LOADING/UNLOADING NEEDS, UTILITIES, TELECOMMUNICATIONS, CATERING AND AUDIO/VISUAL EQUIPMENT. UPON COMPLETION AND SIGNATURE OF THE EVENT RESUME BY LICENSEE AND APPROVAL AND ACCEPTANCE BY THE CITY LICENSEE'S EVENT RESUME SHALL BECOME AN AMENDMENT TO THIS LICENSE.

A-7 CATERING/NOVELTY SALES: FOOD AND BEVERAGE SERVICES SHALL BE PROVIDED EXCLUSIVELY BY THE CONVENTION CENTER'S CATERING CONTRACTOR. EXCEPT AS APPROVED BY THE CITY, AND SET FORTH IN LICENSEE'S EVENT RESUME, LICENSEE SHALL NOT BRING ANY FOOD OR BEVERAGES, ALCOHOLIC OR NON-ALCOHOLIC, ONTO THE CONVENTION CENTER PREMISES.

LICENSEE FURTHER UNDERSTANDS THAT THE LICENSOR RESERVES THE RIGHT TO CONDUCT NON-COMPETING RETAIL NOVELTY SALES ON THE CONVENTION CENTER PREMISES DURING LICENSEE'S EVENT. SUCH SALES MAY, IN THE SOLE DISCRETION OF LICENSOR BE ACCOMPLISHED THROUGH LICENSOR'S STAFF OR BY THIRD PARTIES OF LICENSOR'S CHOICE.

A-8 PARKING: EXCEPT AS SET FORTH IN LICENSEE'S EVENT RESUME, THE CITY HEREBY EXPRESSLY RESERVES ALL PARKING RIGHTS TO ITSELF.

A-9 SECURITY: LICENSEE IS RESPONSIBLE FOR ALL SECURITY FOR THE LICENSED PREMISES AS SET FORTH IN THE EVENT PLANNER'S GUIDE AND THE LICENSEE'S EVENT RESUME. LICENSEE UNDERSTANDS THAT THE CONVENTION CENTER'S CONTRACTOR IS THE EXCLUSIVE PROVIDER OF SECURITY FOR ALL EVENTS.

A-10 COMMON AREAS/OTHER USES: LICENSEE UNDERSTANDS AND AGREES THAT COMMON AREAS OF THE CONVENTION CENTER, INCLUDING BUT NOT LIMITED TO, THE EXTERIOR, PRE-FUNCTION AREAS, HALLS, CONCOURSES, AND LOADING DOCKS ARE NOT INCLUDED IN THE LICENSED PREMISES. THE CITY MAY, AT ITS SOLE DISCRETION ALLOW OTHERS: (1) ACCESS TO AND USE OF THE COMMON AREAS AND (2) USE THE FACILITIES AND EQUIPMENT OF THE CENTER NOT CURRENTLY BEING USED BY LICENSEE. THE CITY SHALL COORDINATE AND SCHEDULE OTHER USES OF THE CENTER TO AVOID UNDUE OR UNREASONABLE INTERFERENCE WITH OR DISRUPTION TO LICENSEE'S EVENT. LICENSEE SHALL NOT UNREASONABLY INTERFERE WITH OR DISRUPT ANY OTHER AUTHORIZED ACCESS OR USE, AND SHALL COMPLY WITH THE CITY'S DIRECTIVES ISSUED FOR THE PURPOSE OF ENSURING THE CONCURRENT USES OF THE CONVENTION CENTER BY LICENSEE AND OTHERS.

A-11 MAXIMUM ATTENDANCE: LICENSEE SHALL NOT ADMIT TO THE PREMISES A LARGER NUMBER OF PERSONS THAN THE SEATING CAPACITY THEREOF WILL ACCOMMODATE, OR WHICH MAY SAFELY OR FREELY MOVE ABOUT IN THE LICENSED PREMISES. THE DECISION OF THE CITY WITH RESPECT TO SAFE OCCUPANCY AND CAPACITY OF THE CONVENTION CENTER SHALL BE FINAL.

A-12 LOST PROPERTY: THE CITY RESERVES EXCLUSIVE RIGHT TO COLLECT AND HAVE CUSTODY OF ARTICLES LEFT OR LOST IN OR ON CONVENTION CENTER PROPERTY, INCLUDING THE LICENSED PREMISES, BY PERSONS ATTENDING LICENSEE'S EVENT. LICENSEE SHALL NOT COLLECT OR INTERFERE WITH THE COLLECTION OR CUSTODY OF SUCH ARTICLES.

A-13 EVACUATION: THE CITY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO ORDER THE EVACUATION OF THE CONVENTION CENTER, OR ANY PORTION THEREOF, WHEN DEEMED NECESSARY TO PRESERVE THE SAFETY, HEALTH AND WELFARE OF THE PUBLIC.

A-14 RESTRICTIONS: COMMON AREAS OF THE CONVENTION CENTER, INCLUDING BUT NOT LIMITED TO ENTRANCES, PASSAGES, HALLS, CORRIDORS, STAIRWAYS, ELEVATORS, ESCALATOR AND EXITS SHALL NOT BE OBSTRUCTED BY LICENSEE ITS OFFICERS, AGENTS, EMPLOYEES, SUB-CONTRACTORS OR INVITEES, NOR USED BY THEM FOR ANY PURPOSE OTHER THAN INGRESS OR EGRESS, OR THAT WHICH IS SPECIFICALLY AUTHORIZED IN WRITING BY THE CITY. LICENSEE SHALL NOT USE NOR PERMIT THE LICENSED PREMISES TO BE USED FOR ANY PURPOSE IN VIOLATION OF ANY LAW OR ORDINANCE OR IN ANY MANNER THAT WILL CONSTITUTE A NUISANCE, NOR FOR ANY HAZARDOUS PURPOSE.

A-15 RULES AND REGULATION: LICENSEE SHALL ABIDE BY AND CONFORM TO ALL CONVENTION CENTER RULES AND REGULATIONS.

A-16 COMPLIANCE WITH LAW: LICENSEE SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE STATUTES AND REGULATIONS AND LOCAL ORDINANCES, AND ALL RULES AND REGULATIONS OF THE POLICE AND FIRE DEPARTMENTS OR OTHER DEPARTMENTS OF THE CITY, AND AGREES TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS AND LICENSES. LICENSEE WILL NOT DO NOR SUFFER TO BE DONE ANYTHING ON THE CONVENTION CENTER PREMISES DURING THE TERM OF THIS LICENSE IN VIOLATION OF ANY SUCH LAWS, ORDINANCES, RULES OR REGULATIONS. UPON NOTICE THEREOF, LICENSEE HEREBY AGREES TO DESIST AND TO CAUSE SUCH VIOLATION TO BE IMMEDIATELY CORRECTED.

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A-17 DEFAACEMENT: LICENSEE SHALL NOT DO, CAUSE OR PERMIT ANYTHING TO BE DONE THAT MAY INJURE OR DEFACE CONVENTION CENTER PROPERTY OR ANY EQUIPMENT OR FURNISHINGS THEREIN. LICENSEE WILL NOT ATTACH NAILS, HOOKS, TACKS, SCREWS, TAPE OR ANY OTHER DEVICE TO ANY PART OF THE CONVENTION CENTER PREMISES AND WILL NOT MAKE OR ALLOW TO BE MADE ANY ALTERATION OF ANY KIND TO THE PREMISES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY.

A-18 DAMAGE TO PREMISES: IN THE EVENT THE PREMISES OR ANY PORTION OF THE CONVENTION CENTER OR ANY EQUIPMENT OR MATERIAL CONTAINED THEREIN IS DAMAGED BY LICENSEE, ITS OFFICERS, AGENT, EMPLOYEES, SUB-CONTRACTORS, INVITEES OR ANY OTHER PERSON ADMITTED TO THE PREMISES BY LICENSEE, LICENSEE SHALL PAY TO THE CITY UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAME TO ITS PRE-LICENSE CONDITION. FURTHER, LICENSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR THE CHARACTER, ACTS, AND CONDUCT OF ALL PERSONS ADMITTED TO THE LICENSED PREMISES OR ANY PORTION OF THE CONVENTION CENTER BY THE CONSENT OF LICENSEE OR BY OR WITH CONSENT OF ANY PERSON ACTING FOR OR IN BEHALF OF LICENSEE.

A-19 FORCE MAJEURE: IF THE CONVENTION CENTER OR ANY PORTION THEREOF IS DAMAGED BY AN ACT OF GOD, OR BY OTHER EVENT BEYOND THE CONTROL OF THE PARTIES THAT WOULD PRECLUDE THEIR FULFILLMENT OF THEIR MUTUAL RESPONSIBILITIES HEREIN, THE CITY OR LICENSEE MAY CANCEL THIS LICENSE UPON WRITTEN NOTICE TO THE OTHER. IN THAT EVENT, NEITHER PARTY SHALL HAVE ANY CLAIM AGAINST THE OTHER BY REASON OF CANCELLATION, EXCEPT AS SET FORTH BELOW. FURTHER, IN THE EVENT EITHER PARTY SHALL BE DELAYED, HINDERED OR PREVENTED FROM THE OF ANY ACT REQUIRED HEREUNDER FOR ANY REASON BEYOND ITS CONTROL, THE PERFORMANCE OF SUCH ACT SHALL BE EXCUSED FOR THE PERIOD OF DELAY, AND IF FEASIBLE, THE PERIOD FOR THE PERFORMANCE OF ANY SUCH ACT SHALL BE EXTENDED FOR THE PERIOD NECESSARY TO COMPLETE PERFORMANCE AFTER THE END OF THE PERIOD OF SUCH DELAY. IN THE EVENT THAT SUCH EXCUSE OR EXTENTION OF THE TIME OF PERFORMANCE IS NOT FEASIBLE DUE TO FACTORS BEYOND THE PARTIES CONTROL, THEN THIS LICENSE SHALL BE CANCELLED AS PROVIDED HEREINAFTER. IF CANCELLATION OCCURS PRIOR TO THE LICENSE START DATE, THE CITY SHALL REFUND LICENSEE'S ADVANCE FEE LESS EXPENSES INCURRED BY CITY IN SUPPORT OF THIS LICENSE. IF THE CANCELLATION OCCURS AFTER THE LICENSE START DATE, THE FEE SHALL BE REDUCED IN THE SAME PROPORTION WHICH THE LAPSED LICENSE PERIOD BEARS TO THE TOTAL LICENSE TERM, PLUS SUCH EXPENSES INCURRED BY THE CITY IN SUPPORT OF THIS LICENSEE.

A-20 RELOCATION: IN THE EVENT OF CIRCUMSTANCES BEYOND THE CITY'S CONTROL, AND IF COMPARABLE SPACE IS AVAILABLE, THE CITY RESERVES THE RIGHT TO RELOCATE LICENSEE'S EVENT FROM THE LICENSED PREMISES TO ANOTHER SPACE WITHIN THE CONVENTION CENTER THAT WILL ALLOW THE CITY TO FULLFILL ITS OBLIGATIONS HEREUNDER.

A-21 LIMITATION OF LIABILITY: IN NO EVENT SHALL THE CITY INCUR ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

A-22 INSURANCE: LICENSEE SHALL, PRIOR TO OCCUPANCY OF THE PREMISES, PROCURE AND PROVIDE PROOF OF THE FOLLOWING INSURANCE COVERAGES TO THE CITY:

PUBLIC LIABILITY: A COMPRENSIVE BROAD FORM GENERAL LIABILITY POLICY PROVIDING A COMBINED SINGLE LIMIT OF LIABILITY (CSL) OF \$1,000,000.00 PER OCCURANCE FOR BODILY INJURY AND PROPERTY DAMAGE. IN ADDITION, IF LICENSEE'S EVENT INVOLVES THE DISTRIBUTION OR SALE OF ALCOHOL, THE POLICY SHALL INCLUDE LIQUOR LIABILITY AND HOST LIQUOR LIABILITY COVERAGE. THE POLICY SHALL BE ENDORSED TO NAME THE "CITY OF MYRTLE BEACH" AS AN "ADDITIONAL INSURED" AND PROVIDE THAT THE CITY SHALL BE GIVEN THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION, MODIFICATION OR REDUCTION/EXHAUSTION OF LIMITS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY: FULL COVERAGE FOR THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND ANY OTHER PERSON(S) INVOLVED IN OR ASSOCIATED WITH LICENSEE'S EVENT AND USE OF THE PREMISES. THE POLICY SHALL PROVIDE EMPLOYERS' LIABILITY LIMITS OF: EACH INCIDENT - \$500,000; DISEASE POLICY LIMIT - \$500,000; AND DISEASE EACH EMPLOYEE - \$500,000. THE POLICY SHALL BE ENDORSED TO PROVIDE THAT THE CITY SHALL BE GIVEN THIRTY (30) DAYS PRIOR TO WRITTEN NOTICE OF CANCELLATION, MODIFICATION OR REDUCTION/EXHAUSTION OF LIMITS.

CERTIFICATES OF INSURANCE: AS EVIDENCE OF COMPLIANCE WITH THE FOREGOING LICENSEE SHALL, NO LATER THAN TEN (10) DAYS PRIOR TO THE SCHEDULED MOVE-IN DATE, PROVIDE TO THE CITY A CERTIFICATE OF INSURANCE REFLECTING THE COVERAGE'S AND ENDORSEMENTS STIPULATED HEREIN. THE CITY RESRVES THE RIGHT TO REQUIRE HIGHER LIMITS OR ADDITIONAL COVERAGE'S TO ADDRESS SPECIFIC HAZARDS OR ACTIVITIES.

A-23 COPYRIGHT LIABILITY: LICENSEE REPRESENTS AND WARRANTS THAT ALL COPYRIGHTED OR TRADEMARKED MATERIAL TO BE DISPLAYED OR PERFORMED AT THE CONVENTION CENTER BY LICENSEE HAS BEEN DULY LICENSED OR AUTHORIZED BY THE COPYRIGHT OR TRADEMARK OWNER(S) OR AUTHORIZED REPRESENTATIVE(S) OF THE OWNER(S). THAT ALL APPLICABLE ROYALTIES HAVE BEEN OR WILL BE PAID. LICENSEE SHALL SUPPLY, WITHIN TEN (10) DAYS OF THE CITY'S WRITTEN REQUEST, WRITTEN DOCUMENTATION AS EVIDENCE OF LICENSEE'S LAWFUL RIGHT TO DISPLAY OR PERFORM COPYRIGHTED OR TRADEMARKED MATERIAL.

A-24 BROADCAST RIGHTS: THE CITY HEREBY RESERVES AND SHALL HAVE EXCLUSIVE AND COMPLETE CONTROL OF, TITLE TO AND RIGHT OF COPYRIGHT TO ALL TELEVISION, RADIO, CABLE AND SATELLITE BROADCASTS ORIGINATING FROM THE LICENSED PREMISES DURING THE TERM HEREOF, IN THE EVENT LICENSEE AT ANY TIME DURING THE TERM OF THIS AGREEMENT,

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DESIRES TO ENTER INTO ANY ARRANGEMENT BY WHICH ANY PORTION OF THE EVENT WOULD BE BROADCAST ON EITHER TELEVISION, RADIO, CABLE OR SATELLITE BROADCASTS, LICENSEE SHALL PROVIDE CITY AT LEAST SIXTY (60) DAYS PRIOR WRITTEN NOTICE OF ITS INTENTION, ALONG WITH A COMPLETE DESCRIPTION OF THE NATURE AND TIMING OF THE PROPOSED BROADCAST. THE PARTIES SHALL NEGOTIATE IN GOOD FAITH TO ARRIVE AT MUTUALLY AGREEABLE TERMS AND CONDITIONS GOVERNING THE PROPOSED BROADCAST. HOWEVER, SHOULD THE PARTIES FAIL TO REACH AGREEMENT, THE PROPOSED BROADCAST SHALL NOT BE PERMITTED. NOTHING IN THIS PARAGRAPH A-24 SHALL BE CONSTRUED TO PREVENT EITHER LICENSEE OR ANY OF ITS VENDORS FROM THE INCIDENTAL USE OF AUDIO OR VISUAL MEDIA IN THE PROMOTION OF THE EVENT WITHOUT THE CONSENT OF OR PAYMENT OF COMPENSATION TO THE CITY.

A-25 ADMISSION TAXES AND FEES: LICENSEE UNDERSTANDS THAT SOUTH CAROLINA REQUIRES AN ADMISSION TAX, HORRY COUNTY AND THE CITY OF MYRTLE BEACH REQUIRE HOSPITALITY FEES ON ANY AND ALL TICKETED EVENTS AND SAID TAXES AND FEES MUST BE COLLECTED AND REMITTED TO THE APPROPRIATE ENTITY AS PRESCRIBED BY LAW. PRIOR TO THE EXECUTION OF THIS LICENSE BY THE LICENSOR, LICENSEE'S OF TICKETED EVENTS ARE REQUIRED TO COMPLETE THE ATTACHED CITY OF MYRTLE BEACH HOSPITALITY FEE APPLICATION AND REMIT THE COMPLETED APPLICATION AND APPLICATION FILING FEE WITH LICENSE. AT THE CONCLUSION OF THE EVENT, LICENSEE IS RESPONSIBLE FOR REPORTING THE NUMBER OF TICKETS SOLD TO THE CONVENTION CENTER'S EVENT COORDINATOR. ON OR BEFORE THE 20TH DAY OF THE MONTH FOLLOWING THE EVENT, LICENSEE WILL BE REQUIRED TO REPORT AND REMIT THE CITY OF MYRTLE BEACH'S ONE PERCENT HOSPITALITY FEE TO THE CITY OF MYRTLE BEACH FINANCE DEPARTMENT ON A FORM THAT WILL BE PROVIDED. THE HOSPITALITY FEE WILL BE CALCULATED BASED ON THE TICKET PRICE AND THE NUMBER OF TICKETS SOLD. LICENSEE MAY DEDUCT THE APPLICATION FILING FEE FROM THE CITY OF MYRTLE BEACH HOSPITALITY FEES COLLECTED AND SHALL REMIT ANY BALANCE OWED TO THE CITY OF MYRTLE BEACH'S FINANCE DEPARTMENT. ANY EXCESS DIFFERENCE BETWEEN THE MYRTLE BEACH HOSPITALITY FEE COLLECTED AND THE APPLICATION FILING FEE WILL BE REFUNDED TO THE LICENSEE BY THE CITY OF MYRTLE BEACH'S FINANCE DEPARTMENT WITHIN THIRTY DAYS (30) AFTER RECEIPT OF THE HOSPITALITY FEE REPORTING FORM. LICENSEE IS RESPONSIBLE TO FILE AND REMIT THE SOUTH CAROLINA ADMISSIONS TAX AND THE HORRY COUNTY HOSPITALITY FEE TO EACH ENTITY ACCORDING TO THEIR FILING SCHEDULES.

A-26 DEFAULT AND REMEDIES:

DEFAULT: LICENSEE SHALL BE DECLARED TO BE IN DEFAULT IF LICENSEE:

1. FAILS TO PERFORM OR COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS LICENSE;
2. FAILS TO USE THE PREMISES IN THE MANNER AND FOR THE PURPOSE SET FORTH IN SECTION A-1 HEREIN;
3. EXCEPT AS AUTHORIZED BY THE CITY IN A WRITTEN AMENDMENT TO THIS LICENSE, POSTPONES, RESCHEDULES, OR CHANGES THE NATURE OR TYPE OF EVENT, BEFORE OR DURING THE LICENSE PERIOD;
4. IS ADJUDGED BANKRUPT OR INSOLVENT, FILES OR CONSENTS TO THE FILING OF A PETITION IN BANKRUPTCY UNDER FEDERAL OR STATE LAW, APPLIES FOR OR CONSENTS TO THE APPOINTMENT OF A RECEIVER FOR ITS ASSETS, MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, FAILS TO PAY ITS DEBTS AS THEY BECOME DUE, OR DOES ANYTHING WHICH, UNDER THE LICENSEE.

REMEDIES: UPON LICENSEE'S DEFAULT, THE CITY MAY TAKE ANY OR ALL OF THE FOLLOWING ACTIONS:

1. PROVIDE WRITTEN NOTICE TO LICENSEE OF THE DEFAULT AND ARROD LICENSEE AN OPPORTUNITY TO CURE SAID DEFAULT WITHIN THE TIME PERIOD SET FORTH IN THE NOTICE. HOWEVER, THE CITY'S FAILURE TO PROVIDE SUCH NOTICE OR OPPORTUNITY TO CURE SHALL NOT IMPAIR THE RIGHTS OF THE CITY;
2. REQUIRE LICENSEE TO PROVIDE REASONABLE SECURITY FOR ITS OBLIGATIONS;
3. REVOKE THIS LICENSE AND TERMINATE THE LICENSE PERIOD.
4. TAKE EXCLUSIVE POSSESSION OF THE LICENSED PREMISES;
5. RETAIN ALL FEES PAID BY LICENSEE;
6. APPLY ANY SUMS HELD BY THE CITY FOR LICENSEE TO SATISFY LICENSEE'S OBLIGATION;
7. SUE LICENSEE TO RECOVER ANY FEES DUE AND DAMAGES SUSTAINED BY THE CITY;
8. AND, EXERCISE SUCH OTHER REMEDIES AS MAY BE AVAILABLE TO THE CITY, WHETHER IN LAW, EQUITY OR OTHERWISE SET FORTH IN THIS LICENSE.

A-27 PROPERTY INTEREST: LICENSEE UNDERSTANDS AND AGREES THAT THIS LICENSE DOES NOT CONFER ANY RIGHT, TITLE OR INTEREST IN THE LICENSED PREMISES, ITS FACILITIES OR EQUIPMENT, BUT MERELY GRANTS LICENSEE A PERSONAL PRIVILEGE REVOCABLE ON THE TERMS OUTLINED HEREIN.

A-28 CANCELLATION BY LICENSEE: SHOULD LICENSEE CANCEL ITS EVENT OR FAIL TO PERFORM ITS OBLIGATIONS HEREUNDER, THE MEASURE OF DAMAGES SHALL BE LICENSEE'S ADVANCE DEPOSIT FEE, THE LICENSE FEE AND ANY OTHER FEES OR CHARGES THAT ARE DUE AT THE TIME OF CANCELLATION. THE CITY SHALL HAVE NO DUTY TO MITIGATE LICENSEE'S DAMAGES BY RE-LICENSING THE PREMISES. HOWEVER, IF IN THE NORMAL COURSE OF BUSINESS THE CITY IS ABLE TO RE-LICENSE THE PREMISES FOR THE CANCELLED TERM, FEES GENERATED THEREFROM WILL BE USED BY THE CITY TO OFF-SET LICENSEE'S DAMAGES.

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A-29 SURRENDER OF PREMISES: LICENSEE SHALL QUIT AND SURRENDER THE LICENSED PREMISES AND ALL EQUIPMENT CONTAINED THEREIN TO THE CITY ON OR BEFORE THE END DATE IN THE SAME CONDITION AS ON THE START DATE, NORMAL WEAR AND TEAR EXCEPTED.

A-30 MARKET RESEARCH: LICENSEE UNDERSTANDS AND AGREES THAT THE CITY MAY, FROM TIME TO TIME, CONDUCT MARKET RESEARCH BY CONDUCTING INTERVIEWS OR PROVIDING SURVEY FORMS TO INVITEES, EXHIBITORS, VENDORS, OR PROMOTERS. LICENSEE SHALL NOT HINDER SUCH RESEARCH BY THE LICENSOR OR ITS CONTRACTOR, DESIGNEE OR AGENT.

A-31 ASSIGNMENT: LICENSEE SHALL NOT ASSIGN, TRANSFER OR SUBLEASE ITS INTEREST HEREIN WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY.

A-32 INDEMNIFICATION: TO THE EXTENT ALLOWED BY STATE LAW, LICENSEE SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR JUDGEMENTS, FOR DEATH OR INJURIES TO PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OCCUPANCY OF THE LICENSED PREMISES BY LICENSEE, ITS OFFICERS, AGENTS, SUB-CONTRACTORS, EMPLOYEES OR INVITEES. IN THE EVENT SUCH CLAIM IS MADE OR SUIT IS FILED AGAINST OR WITH THE CITY, THE CITY SHALL GIVE LICENSEE NOTICE THEREOF, AND LICENSEE SHALL DEFEND OR SETTLE SAME AT ITS SOLE EXPENSE. THIS INDEMNIFICATION SHALL NOT APPLY FOR CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR JUDGEMENTS WHICH ARE THE RESULT OF THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

A-33 BINDING EFFECT: ALL NEGOTIATIONS, CONSIDERATIONS, REPRESENTATIONS AND UNDERSTANDINGS BETWEEN THE PARTIES WITH RESPECT TO THIS LICENSE HAVE BEEN REDUCED TO WRITING AND ARE INCORPORATED HEREIN, SHALL BE BINDING ON THE PARTIES, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AND CAN NOT BE WAIVED BY ANY ORAL REPRESENTATIONS UNLESS THE SAME BE REDUCED TO WRITING, SIGNED BY THE PARTIES OR THEIR DULY AUTHORIZED AGENT(S) AND INCORPORATED HEREIN.

A-34 WAIVER: NO WAIVER BY THE CITY OF ANY DEFAULT SHALL OPERATE AS A WAIVER OF ANY OTHER DEFAULT, OR OF THE SAME DEFAULT ON A FUTURE OCCASION. NO DELAY OR OMISSION BY THE CITY IN EXERCISING ANY RIGHT OR REMEDY SHALL OPERATE AS A WAIVER THEREOF, AND NO PARTIAL EXERCISE OF A RIGHT OR REMEDY SHALL PRECLUDE ANY OTHER OR FUTURE EXERCISE THEREOF, OR THE EXERCISE OF ANY OTHER RIGHT OR REMEDY.

A-35 SEVERABILITY: IF ANY PROVISION CONTAINED IN THIS LICENSE IS HELD INVALID, ILLEGAL, OR UNENFORCEABLE, ALL REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

A-36 HEADINGS: THE HEADINGS OF THE SECTION CONTAINED HEREIN ARE FOR CONVENIENCE ONLY AND DO NOT DEFINE, LIMIT, OR CONSTRUE THE CONTENTS OF SUCH SECTIONS OR THIS LICENSE.

A-37 GOVERNING LAW: THE PARTIES AGREE THAT THIS LICENSE SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. AN ACCEPTANCE SHALL OCCUR WHEN BOTH PARTIES ARE IN POSSESSION OF AN ORIGINAL AGREEMENT AND ATTACHMENTS, OF ANY, OR CONFORMED COPIES, SIGNED BY THE OTHER PARTY. IF A FAX TRANSMITTAL IS USED BY EITHER PARTY, THEN A CONFORMED FAX COPY SHALL SUBSEQUENTLY EXCHANGE SIGNED COPIES OF THE AGREEMENT AND ATTACHMENT(S), IF ANY, IN DUPLICATE ORIGINAL SO THAT EACH PARTY SHALL HAVE A SIGNED DOCUMENT, EITHER OF WHICH SHALL BE DEEMED AN ORIGINAL.

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LICENSE BY THEIR DULY AUTHORIZED REPRESENTATIVE, THIS 6th
DAY OF APR, 2017.

LICENSEE: _____

CITY OF MYRTLE BEACH

BY: Martha Davidca
(AUTHORIZED SIGNATURE - LICENSEE)

BY: Paul T. Edwards

PRINTED NAME: Martha Davidca
(SAME AS AUTHORIZED SIGNATURE)

TYPED NAME: Paul T. Edwards

TITLE: Past-President SETRWOOD
(OF PERSON AUTHORIZED TO SIGN)

TITLE: Convention Center Director

WITNESS: Marilyn Zargrone
(REQUIRED)

WITNESS: Paul T. Edwards
(REQUIRED)