

Contract id: **944919**  
Event: **Southeast Region Wound Ostomy and  
Continence Nurses Society Annual Conference**  
STATE OF GEORGIA  
COUNTY OF MUSCOGEE

This contract is null and void if not returned  
by 7/1/2017 with required non-refundable deposit.



COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER

801 Front Avenue • P.O. Box 1340 • Columbus, GA 31902-1340  
Lease Agreement  
(Approved Form - Do Not Alter or Modify)

A. This Agreement made and entered into by and between The Columbus, Georgia Convention and Trade Center, representing Columbus, Georgia, a Consolidated City-County Government of the State of Georgia, hereinafter called the Lessor, and **Southeast Region Wound Ostomy and Continence Nurses Society**, hereinafter called the Lessee.

B. WITNESSETH, that for and in consideration of the respective covenants and agreements herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby demise and lease to the Lessee and the Lessee does hereby rent and take as Lessee, the following described premises of the Columbus, Georgia Convention and Trade Center, hereinafter referred to as the Columbus, Georgia Convention and Trade Center and/or Lessor: **Ballroom C, The Foundry, Meeting Room 101, Meeting Room 104, Riverside Lobby, North Exhibit Hall, South Exhibit Hall** to be used for the purpose of **Southeast Region Wound Ostomy and Continence Nurses Society Annual Conference** and for no other purpose whatsoever without the written consent of the Lessor, endorsed on this lease; for the term commence at **4:00 PM** on **10/2/2019**, and terminate at **11:59 PM** on **10/5/2019**.

C. This Lease Agreement shall have no force and effect whatsoever unless and until it has been executed by the Lessor and the Lessee, and by its execution, Lessee covenants and agrees that it will faithfully perform and abide by each and every term, condition, and limitation of this agreement each of which shall be a condition subsequent to the continuance in effect of this contract. Said term and conditions and limitations shall be as above and as follows: Lessee agrees and covenants to pay the Lessor for rent of the above described premises and/or property the amount(s) of:

<b>Space Rented</b>	<b>Date</b>
Ballroom C	10/2/2019 - 10/5/2019
The Foundry	10/2/2019 - 10/5/2019
Meeting Room 101	10/2/2019 - 10/5/2019

Meeting Room 104	10/2/2019 - 10/5/2019	
Riverside Lobby	10/2/2019 - 10/5/2019	
North Exhibit Hall	10/2/2019 - 10/5/2019	
South Exhibit Hall	10/2/2019 - 10/5/2019	
		\$11,295.00
Facility Space Rental		
Equipment		
Electrical		
Miscellaneous Services		\$0.00
Total Taxes		\$11,295.00
<b>Grand Total</b>		

PLUS ADDITIONAL CHARGES AS REQUESTED BE LESSEE. If the signed agreement and deposit is not received by the due date July 1st, 2017, the held space may be released within seven calendar days. Space Rental of \$4,470 "waived" based on full meal service for people 150 or more inside North Hall. In that regard, a set-up fee (non-refundable deposit) in the amount of \$2,260 is required. This is 20% of the entire rental amount. We are also in agreement since this contract is drafted in 2017, we will honor 2017 prices during the year 2019 for this conference. Equipment and Miscellaneous Services Prices TBD. Electrical fee based on usage. **EVENT MUST BE PAID IN FULL BY THE CONCLUSION OF THE EVENT ON OCTOBER 5, 2019.**

Agreed Concessions:

- Proposed exhibit space must be at least 20,000 sq. feet
- Trade Center will provide risers, podiums, and easels. The Trade Center can not provide water, candy, pads, or pens.
- The pricing of food and beverage has already been discussed with client. Client is aware of the rooms where the rental fee is waived based on the numbers of meals that are being purchased from our catering department.
- Complimentary use of built-in, lockable registration booth.
- Complimentary wireless Internet service to be provided at all the educational sessions.
- AV will not charge for any patch fees.
- Designated meeting space cannot be changed without group consent.
- Accept group packages up to seven (7) days in advance of the program dates and waive any charges for the first 500 lbs. After that, there will be a 40% discount off all package handling fees.

with a non-refundable deposit in the amount of \$2,260.00 to be returned with this contract and; It is further agreed that the Lessee will be charged for all additional personnel, utilities, equipment, and services required for this event and Lessor hereby agrees to furnish at the termination of this lease an itemized statement of all costs incurred by the Lessee for this agreement.

D. Lessee agrees to pay such sum or sums in lawful money of the United States of America, or cashier's check at the Office of the Director of the Columbus, Georgia Convention and Trade Center. Lessee further agrees to pay said Lessor on demand any sum which may be due to said Lessor for additional services, accommodations, or material furnished or lent to said Lessee, as stated herein above.

E. INSURANCE - By the acceptance of this agreement Lessee covenants to indemnify, save and keep free and harmless Lessor, its officers and employees, from and against any and all claims, demands, loss, liability, cost or expense of any kind of nature whatsoever which Lessor, its directors, officers or employees, or any of them, may sustain or incur, or that may be imposed upon them, or any damages to properly arising out of, connected with or attributable to the use and occupancy use of the facility by Lessee. Lessee agrees to pay for any damage to the facility and for any damage to, loss of

use of or loss of any of Lessor's property resulting from the occupancy use of said facility by Lessee or resulting from the conduct or actions of Lessee, its directors, officers, or employees, or any persons participating in or attending the event during Lessee's occupancy use.

Simultaneously with the acceptance of this lease and as a condition precedent to the effectiveness hereof, Lessee shall procure and maintain in full force and effect during Lessee's occupancy use of the facility and during the term of this agreement a policy of public liability and property damage insurance from a reliable insurance company authorized to transact business in the State of Georgia. The Lessee, the Lessor and its directors, officers and employees shall be named insured in said policy and the policy shall contain a provision to the effect that in the event of one of the insured incurring liability to any other of the insured, the policy shall cover the insured against whom claim is or may be made, in the same manner as if separate policies had been issued to each. Said policy shall contain not less than the following limits of liability:

- General Aggregate: \$1,000,000
- Products & Completed Operations Aggregate \$1,000,000
- Personal Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage Legal Liability: Any one fire \$100,000
- Medical Expense: Any one person \$5,000

If the proposed use or occupancy by Lessee is such as to present a high degree of exposure to bodily injury or property damage, the Director may, in his discretion, require higher limits of bodily injury and/or property damage insurance.

The policy shall provide that the same shall not be cancelled prior to the termination of this lease or until the Director shall have received a ten-day written notice of such proposed cancellation. Said policy shall provide that and if the Lessor, its officers and employees have other insurance against a loss covered by said policy, which such other insurance shall be excess insurance only. Lessee shall, coincidentally with the acceptance of this lease, deliver a certificate of insurance, or a certified photo copy thereof, to the Director. Said policy shall be approved by the Director as to sufficiency.

Upon approval of said policy, the same shall be filed with the Director. After said policy has been so approved, the same may be returned to Lessee if Lessee shall file with the Lessor a certificate of insurance issued by an insurance carrier certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the permit are covered thereby. In lieu of the presentation of the original policy, or of a certified photo copy thereof, the Lessee may file a certificate of insurance to which is attached an endorsement in a form approved by the City Attorney. The endorsement shall provide that liability, assumed by Lessee under this permit is covered by the policy, that the Lessor, its officers and employees, are named insured under said policy, and that in event of any one of the insured incurring liability to any other of the insured, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies have been issued to each, and that said insurance is primary insurance as set forth hereinabove. The endorsement shall also provide that the policy shall not be cancelled prior to the termination of the permit or until the Director shall have provisions of the policy, or endorsements thereto, which are inconsistent therewith.

F. THE LESSOR HEREBY PROMISES AND AGREES:

1. To permit the said Lessee, upon the faithful performance of the terms and covenants of this lease, to peaceably and quietly have, hold, and enjoy the use of said premises for the aforesaid purpose and terms.
2. To furnish utilities as required during the event for the heating, air conditioning, light; water for drinking and sanitary rest rooms. The extent of the use of utilities as same are necessary for ordinary and comfortable use of the facility shall be determined by the Director of the Columbus, Georgia Convention and Trade Center. Lessor shall not be responsible for unavoidable delays, accidents and failures of public utility services.
3. Amendments may be made as to required changes by addendum to this contract as agreed and signed by both Lessee and Lessor.

**G. THE LESSEE HEREBY PROMISES AND AGREES:**

1. That Lessee shall file with the Director at least ten (10) days prior to the occurrence of the event for which this agreement is issued, a full and detailed outline of all facilities required, stage requirements, table and chair setup, and such other information as may be required by the Director for planning, staging and preparation for such event.
2. All advertising will be straight forward, accurate, true and when admission is charged, must state the total admission prices. Advertising of any performance or the appearance of any performer until all contracts between all parties involved have been properly executed and exhibited to the Director is forbidden.
3. To cause the said demised premises to be kept clean and generally cared for during the said term.
4. To quit and surrender up said demised premises to the Lessor at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear excepted.
5. To abide by and conform to all rules and regulations from time to time adopted or prescribed by the Lessor for the management of such facilities.
6. To save the Lessor and the Columbus, Georgia Convention and Trade Center harmless and to indemnify them against any claims or liability for compensation under the Georgia Workmen's Compensation Law or similar laws arising out of injuries sustained by any employees of Lessee or of any contractor or subcontractor under Lessee.
7. To save the Lessor and the Columbus, Georgia Convention and Trade Center harmless and to indemnify them against any claims or liability arising or resulting from any injury to any visitor, spectator or participant in any activity in any part or portion of the Columbus, Georgia Convention and Trade Center, regardless of entrance gained to said Columbus, Georgia Convention and Trade Center - by paid admissions, by pass issued by Lessee or Lessor or by any unlawful admission gained without knowledge of Lessor or Lessee. To indemnify Lessor as herein provided, Lessee will carry public liability insurance with the coverage and the amount thereof to be specified and approved by the Director of the Columbus, Georgia Convention and Trade Center and Lessee will furnish Lessor with a certificate of insurance or other satisfactory evidence of compliance with this agreement.

**H. THIS AGREEMENT IS MADE AND ENTERED INTO UPON THE FOLLOWING EXPRESS COVENANTS AND CONDITIONS, ALL AND EVERY ONE OF WHICH THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR TO KEEP AND PERFORM:**

1. That the said Lessee will comply with all laws of the United States, and of the State of Georgia, all ordinances of Columbus, Georgia, and all requirements of the Police and Fire Departments, or other authorities of Columbus, Georgia, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention to said Lessee is called to

- any such violation on the part of said Lessee, or of any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation.
2. Lessor specifically reserves any and all concessions, and catering, including but not limited to, tobaccos, candies, ice cream, food, alcoholic and non-alcoholic beverages, souvenirs, novelties, records, programs, librettos, periodicals, books, newspapers, magazines, or other printed material, check rooms, and other related merchandise commonly sold or dispensed in public assembly facilities. However, Lessee may sell with the Director's approval, and for the term of this lease, records, brochures, booklets, programs, or other printed material for a fee of the gross proceeds which shall be negotiated and paid to the Columbus, Georgia Convention and Trade Center Concessionaire. It is further understood and agreed that no food or beverages are to be brought into said premises.
  3. That said Lessee shall not injure, nor mar, nor in any manner deface said premises; and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred, or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said building, and will not make, nor allow to be made, any alterations of any kind therein.
  4. That if said premises, or any portion of said building, during the term of this lease, shall be damaged by the act, default, or negligence of the Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee, or unlawful admission gained, Lessee will pay to the Lessor upon demand such sum as shall be necessary to restore said premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said Lessee, or by or with the consent of any person acting for or in behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient police force to maintain order and protect persons and property as prescribed by Lessor.
  5. That Lessee will permit no chair or moveable seat to be or remain in passageways, and will keep said passageways clear at all times.
  6. That said Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters, or cards of any description, inside or in front, or on any part of said building, except upon the regular space provided by the Lessor therefore, and will use, post, or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon said billboards as relate to the performance or exhibit to be given in the demised premises. Amounts and contents of Lessee's display advertising materials at the Columbus, Georgia Convention and Trade Center shall be at the discretion of the Director.
  7. That no performance, exhibition, or entertainment shall be given or held on said premises which shall be objected to by the Lessor.
  8. That Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Columbus, Georgia Convention and Trade Center Director in this respect shall be final.
  9. That Lessor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held in the demised premises, and the Lessee, or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles.
  10. That Lessor reserves the right through its Columbus, Georgia Convention and Trade Center Director or his representatives to eject any objectionable person or persons from said building, and upon the exercise of this authority through its Columbus, Georgia Convention and Trade Center Director, agents, or policemen, the Lessee hereby waives any right and all claim for damages against the Management.
  11. That Lessor reserves the right to remove from the building all effects remaining in building after time specified, at the expense of Lessee.

12. In rendering said space to the Lessee, the Lessor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of the same. The Columbus, Georgia Convention and Trade Center, their agents, their employees, and the Director may enter said building and all the demised premises, at any time and on any occasion in the performance of their duties and responsibilities.
13. That no portion of the sidewalks, entries, passages, vestibules, halls, or stairways, or access to public utilities of said building shall be obstructed by the Lessee, or used for any purpose other than for ingress to and egress from the demised premises. The doors, skylights, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, passages, also house-lighting attachments, shall not be covered or obstructed.
14. That Lessee shall not, without written consent of the Lessor, put up or operate any engine or motor or machinery on the demised premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than electricity for illuminating the demised premises.
15. That Lessee agrees to pay reasonable attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after said rental or service charge is past due.
16. That Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral, or objectionable purpose.
17. That Lessee shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor subject the same premises, or any part hereof, without the written consent of the Lessor.
18. That the Lessee hereby waives all right under the laws of the State of Georgia or any other state to claim personal property exempt as against any liability, debt, or obligation arising under this contract.
19. No decorations shall be placed in or on the building, nor shall any devices or signs be supported by any means on walls or wood work without the prior consent of the Director. Sets, scenery, exhibit material, etcetera, shall be of flameproof material and conform with the Fire Prevention Code of Columbus, Georgia.
20. That the Columbus, Georgia Convention and Trade Center and the keys thereto shall be at all times under the charge and control of the Director of the Columbus, Georgia Convention and Trade Center.

I. IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

1. That in case said facility, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Lessor impossible, then and thereupon this lease shall terminate, and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.
2. That Lessee further agrees that if any default is made in the payment of the rent of any part thereof at the times above specified, or if any default is made in the covenant or agreement herein contained, this letting and the relation of landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom, and resort to any legal proceedings to obtain such possession and the said Lessee shall notwithstanding such re-entry, pay the full amount of said rental as herein agreed to be paid.
3. That the Lessor shall not be responsible for any damage or injury that may happen to the Lessee, or the Lessee's agents, servants, employees, or property from any cause whatsoever, prior, during, or subsequent to the period covered by this lease; and the said Lessee hereby expressly releases said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage, or injury.

4. That in the handling, control custody, and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodation and sole benefit of the Lessee, and that as to such receipts and funds the Lessor shall be responsible only for gross neglect or bad faith.
5. Lessee, in consideration of the execution by Lessor of this agreement represents and guarantees to Lessor that performers by their speech, song, music, conduct, or manner will not violate or incite others to violate any statute, law, ordinance, rule, regulation, or order of any federal, state, municipal or other governmental authority. If performers shall speak, sing, play, perform, or otherwise act in any manner which shall cause Lessor or any person, organization, or authority whose duty it is to enforce such, statute, law, ordinance, rule, regulation, or order to maintain public safety on the premises to think that performers have violated or incited others to violate any such statute, law, ordinance, rule, regulation, or order, then Lessor shall have the absolute right in its sole discretion to terminate the performance in progress and, regardless of whether the performance is terminated, to delay and withhold payment and settlement of all accounts and funds related to monies collected or received by Lessor under this agreement until completion of an investigation relating to any incident thought to be such a violation. Lessee agrees to hold Lessor harmless from any and all damages suffered or sustained by reason of the termination of any performance and will defend any suit instituted against Lessor arising out of such termination at its expense, all in addition to the remedies otherwise given Lessor herein. If upon completion of the investigation Lessor concludes that performers have violated and/or incited others to violate any such statute, law, ordinance, rule, regulation, or order, then Lessee shall be deemed to have committed a material breach of this agreement, for which breach Lessee shall be liable to the Lessor. The parties hereto acknowledge and agree that it will be impossible to measure actual damages to premises as the result of a breach of this agreement arising out of a violation or order as aforesaid, and therefore, the parties have agreed to the sum of \$5,000.00 as liquidated damages and not as a penalty, which amount Lessee hereby authorizes Lessor to deduct from any accounts or funds held or received by Lessor under this agreement prior to any payment to Lessee.
6. That any matters not herein expressly provided for shall be in the discretion of the Columbus, Georgia Convention and Trade Center Director or his designated authority.
7. That all terms and conditions of this written lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.
8. This Lease Agreement shall terminate upon expiration of its terms, or at option of the Lessor;
  - (a) Upon default of the Lessee in any obligation hereunder, or non-compliance by Lessor with building regulations, or with any local, state, or federal law;
  - (b) Upon any misrepresentation as to the nature of the performance;
  - (c) Upon any damage to the facilities, or civic commotion, or for other cause which in the Lessor's opinion makes or would cause its occupancy or scheduled occupancy to be unsafe or not in public interest, and upon refund of deposit by the Lessor.

IN WITNESS WHEREOF the said Lessor, Columbus, Georgia, has caused these presents to be signed by its Columbus, Georgia Convention and Trade Center Director and the Lessee has signed the same in duplicate the day and year above written.

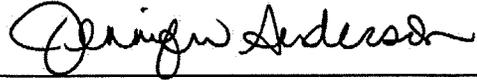
**LESSOR:**  
**COLUMBUS, GEORGIA CONVENTION**  
**AND TRADE CENTER**  
**COLUMBUS, GEORGIA**

**LESSEE:**  
**Southeast Region Wound Ostomy and**  
**Contenance Nurses Society**

BY: 

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EVENT COORDINATOR: **Hayley Henderson**  
AUTHORIZED REPRESENTATIVE

BY: 

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SIGNATORY: **Jennifer Anderson**  
TITLE: **President**  
AUTHORIZED REPRESENTATIVE

DATE: **9/29/2017 4:18 PM**

DATE: **OCTOBER 3, 2017**

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ADDRESS:  
**1299 County Road 69**  
**Prattville, AL**  
**36067**

PHONE: **205-212-0062**