



FACILITY LICENSE AGREEMENT

ONE PORTOLA PLAZA
MONTEREY, CA 93940

The CITY OF MONTEREY, a municipal corporation, hereinafter referred to as "City", and **Monterey Bay Aquarium Research Institute (MBARI)** hereinafter referred to as "Client", agree as follows:

1. FACILITY USE. In consideration of the rents and charges hereinafter provided, the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, City hereby grants to Client the right to exclusively use and occupy the Monterey Conference Center (the "Center") areas specified below for the uses indicated, and on the dates and the times listed below.

- a. Permitted use: Meetings/Exhibits
- b. First Option: Space is being held on a tentative basis until Friday, August 25, 2023.
- c. Center Space to be subject to this Agreement:

Start Time	End Time	Room	Function Name	Guests	Setup	Rental
Mon, 10/07/2024						
6:30 AM	11:59 PM	Steinbeck Ballroom	General Session/Poster Setup	300	Custom	\$2,380.00
Tue, 10/08/2024						
6:30 AM	11:59 PM	Steinbeck Ballroom	General Session	300	Custom	\$4,760.00
6:30 AM	11:59 PM	Steinbeck Lobby	Registration	300	Custom	
Wed, 10/09/2024						
6:30 AM	11:59 PM	Steinbeck Ballroom	General Session	300	Custom	\$4,760.00
6:30 AM	11:59 PM	Steinbeck Lobby	Registration	300	Custom	
Thu, 10/10/2024						
6:30 AM	11:59 PM	Steinbeck Ballroom	General Session	300	Custom	\$4,760.00
6:30 AM	11:59 PM	Steinbeck Lobby	Registration	300	Custom	

Groups with cumulative room nights of 1,000 - 1,499 within the CITY will receive 25% off of room rental. Groups with cumulative room nights of 1,500+ within the CITY will receive 50% off room rental. Client is responsible for providing the Center with the number of actualized sleeping room nights over their program dates within seven (7) days of conclusion of the program.

Groups receive 10% discount off room rental for Food and Beverage spend above \$5,000 per room per day where the Food and Beverage is served.

Groups using Center's preferred AV provider receive 20% discount off room rental for AV services above \$10,000 per room per day where AV is provided.

Required move-in/move-out dates for extensive setup/teardown receive 50% off meeting room rental for each day (applied above.)

All applicable discounts will be applied at the conclusion of the program.

Client's right to use Center space includes only the space designated, plus access to said space and use of common facilities, such as lounge areas and rest rooms. Client acknowledges that others may be using the Center and will not commit, nor permit to be committed, any act which interferes with the right of use of others.

Client understands and agrees that this Agreement is a license for use of the specified Center space and common facilities, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on Client any rights as a tenant under California landlord-tenant laws, including any rights to prior notice or cure under such laws, and Client's right to occupy and use the specified Center areas, common areas, and services may be terminated in accordance with the terms set forth in this Agreement.

2. RENT, DEPOSIT, PAYMENT, CANCELLATION AND REFUNDS. The Client agrees to pay to City the facility rental fees as indicated in the above schedule of events, subject to any adjustments otherwise provided for in this Agreement.

- a. **DEPOSIT AND PAYMENT:** Client shall pay **\$4,760.00**, as advance deposit at the time this Agreement is executed. The remainder of the facility rental fee and any supplementary charges shall be paid within 30 days after the event. If this Agreement is executed within 30 days of the event, one hundred percent (100%) of the rent shall be submitted as a deposit. City is authorized to apply said deposit against damages to the structure or damages for cancellation of the event as set forth herein.
 - i. Any invoiced fees and charges are due and payable by Client within thirty (30) days from the date of City's invoice, and shall be deemed delinquent if not received by City on or before such date.
 - ii. In the event that City does not receive payment of fees and charges, or any portion thereof, within five (5) calendar days of the due date, Client agrees to pay 1% interest per month (12% per annum) on any outstanding balances from the due date until the date that full payment is received.
- b. **CANCELLATION AND REFUNDS:** The City has agreed to commit the space as outlined above to Client. City will hold this space in reserve exclusively for Client during the times specified on a definite basis. If this definite space is released or goes unused, Client will pay City the space rental fees provided in this Agreement without consideration of any discounts/waivers of such fees that may have been available to Client if the space had not been canceled or unused as liquidated damages according to the following sliding scale:
 - i. Upon execution of the CENTER facility rental agreement to 180 days prior to contracted start date: Any space released from the definite space commitment not resold by the CITY, Client will pay the CITY 50% of expected space rental fees within 30 days after event is completed or after cancellation, if entire program is cancelled.
 - ii. From 179 days to 90 days prior to contract start date: Any space released from the definite space commitment not resold by the CITY, Client will pay CITY 75% of expected space rental fees within 30 days after program is completed or after cancellation, if entire program is canceled.
 - iii. From 89 days to contract start date: Any space released from the definite space commitment not resold by the City, Client will pay City 100% of expected space rental fees within 30 days after program is completed or after cancellation, if entire program is cancelled.
 - iv. No refund will be made when the scheduled event is cancelled by the General Manager for noncompliance with the rules and regulations governing the management of the Center. If said rent is not paid on or before the time specified herein, this license shall be void automatically and without notice.
- c. **SCHEDULE OF ADDITIONAL CHARGES:**
 - i. Client acknowledges that it may require additional equipment and services, which may include, but are not limited to: internet, electrical, security, rigging, signage and branding, drayage, and audiovisual services, to be furnished by City in connection with Client's use of the Center. Rates for City-provided equipment and service details are located in the Event Planner Guide.
 - ii. A fee of \$.05 per square foot per room per hour, or part thereof, for hours extending beyond the scheduled rental hours (Section 2(b)) will apply. Extending beyond the period of occupancy is at the discretion of the General Manager or designee.

3. INDEMNIFICATION. Client agrees to indemnify, defend and hold City, its agents, officers, employees and contractors harmless from and against any and all costs, expenses or liability incurred as a result of any claim, suit, lien, or other legal proceeding resulting from Client's use of the Center, except those claims or legal proceedings arising out of the negligence or willful misconduct of the City, its officers or employees. It is understood the City is indemnified from its officers, agents and employees own acts of passive negligence that solely or contributorily cause City's liability, but is not indemnified for its own acts of active negligence or willful misconduct that may solely or contributorily cause any such liability under this Agreement. In the event of any such indemnification claims, City shall a) promptly notify Client; b) at Client's expense, reasonably cooperate with Client in the defense of such claim; and c) not settle any such claims without Client's written consent, which shall not be unreasonably withheld or delayed.

4. INSURANCE. Without altering or limiting Client's duty to indemnify, Client shall obtain, and maintain in force during the entire period of this Agreement, the following insurance and under the following terms:

- a. Primary General Liability Insurance, or Commercial General Liability Insurance, including coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage, and independent contractors liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limit, written on an occurrence form.
- b. Workers' Compensation Insurance as required by California statutes, and Employee's Liability Coverage of not less than One Million Dollars (\$1,000,000.00).
- c. Each insurance policy required by this Agreement, excepting policies for workers' compensation, shall contain an additional insured endorsement naming the City of Monterey, its employees, officers, and agents, as additionally insured and an endorsement waiving any subrogation rights against the City.
- d. Client shall deliver to the City, at least 30 days prior to the start of the event or at the time of the execution of this Agreement if less than 30 days remains until the date of the event, a Certificate of Insurance evidencing the existence of the above-required insurance and endorsements. FAILURE TO PROVIDE THE REQUIRED INSURANCE MAY RESULT IN CANCELLATION OF THIS AGREEMENT. Client will notify the City immediately, in writing, if insurance is canceled or changed before the event date and after the City has received evidence of insurance.
- e. Acceptance by City of an insurance certificate that does not comply with this Agreement, absent written authorization by City, shall not constitute a waiver of the insurance requirements under this Agreement.

5. POLICIES, RULES, AND REGULATIONS. By executing this Agreement, Client acknowledges that Client has received a copy of Center's Event Planner Guide (hereinafter called "Guide") from the City and that the Guide is hereby specifically referred to and by such reference made a part of this Agreement. Client shall abide by all terms and conditions contained in the Guide and any modifications of the Guide to which the Client receives written notice.

6. NOTICES. Any notices to be given by the terms of this Agreement may be given to a party personally or by depositing such notice in the U.S. mail, postage prepaid, return receipt requested and addressed as follows:

For the CITY:	General Manager	For the Client:	William Kirkwood
	Monterey Conference Center		Monterey Bay Aquarium Research Institute
	One Portola Plaza		7700 Sandholdt Road
	Monterey, CA 93940		Moss Landing, CA 95039

7. FOOD AND BEVERAGE SERVICE. All food and beverages prepared, sold, or consumed at the Center must be supplied by the City's exclusive caterers. Food and beverage services are subject to a separate agreement with the Center's exclusive caterers.

8. OTHER VENDOR SERVICES. Client must utilize the Center's exclusive vendors where the City has exclusive contracts for services at the Center. Refer to Exhibit 2, Event Planner Guide, for exclusive vendor services. If any additional services not provided by the City or its exclusive vendors are required by the Client, Client shall make contractual agreements for said services and shall be solely responsible for performance under that agreement, including payment of parties thereto. City reserves the right to require either the Client or the contractor, or both, to provide City with adequate insurance, bonds, or other assurances that may be required, to insure that no damage is done to the structure and that all rules, regulations, and laws applicable to the work are followed.

9. RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY.

- a. Right of Entry by City: City reserves the right of entry to any and all areas of Center by its agents and employees, to ensure compliance with this Agreement and any laws, rules, or regulations. This right includes the right to enter locked storage areas and inspect goods, merchandise, or other contents therein.
- b. Right to Eject: City reserves the right to refuse entrance to, or remove and eject from the Center, any person associated with Client or present at Client's event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such ejection.
- c. Security: City requires one security guard on duty during Client move-in and move-out (guard must be in place 30-minutes prior to posted move-in time and during entire move-out time). City will provide this service at Client's expense. This guard is exclusively for traffic control in

the loading area. Client may be required to contract for event security staffing within the licensed Center space (see Section 2(b)). All security or staffing contractors hired by Client for event-related security must be approved by City in advance of providing services within the Center. City shall have the sole right to determine the minimum level of all security required for Client's event. All security and staffing plans must be submitted to the City at least thirty (30) days in advance of the event for approval. If Client is aware of specific threats made regarding Client's event at the Center, Client shall immediately inform the Center's General Manager.

10. CLIENT'S OBLIGATIONS.

- a. Compliance with Laws: Client, its officers, agents, employees, and invitees, shall comply with all applicable rules within the Center and all other applicable laws, ordinances, and regulations. Additionally, Client shall secure or cause to be secured all necessary federal, state and local permits and any others rights or entitlements necessary for the event and shall file written proof of said permit or entitlement at least 10 days prior to the event. Client shall be solely responsible for ascertaining the permits required, for paying all fees and charges in connection therewith, and shall hold the City harmless, defend, and indemnify against any claim or judgment for failure to secure said permit, license, or other entitlement.
- b. Defacement of Facility: Damages: Client, its agents, employees, contractors, exhibitors, or invitees shall not injure, mar, or in any manner deface the premises or any furniture, fixtures, or equipment therein, and shall not cause or permit anything to be done whereby the said premises, furniture, fixtures, or equipment are injured, marred, or defaced. Client will not drive, or permit to be driven, nails, hooks, tacks, staples, or screws into any part of the building, furniture, fixtures or equipment therein, and will not make or allow to be made any alterations of any kind to said building, furniture, fixtures or equipment. Client shall pay the actual costs to replace, repair, and/or restore, in City's discretion, any part of the Center's building, furniture, fixtures, or equipment (excepting normal wear and tear) that was defaced or damaged by Client, its agents, employees, contractors, exhibitors, or invitees. Payment shall be made within thirty (30) days of written demand by City.
- c. Non-Discrimination: Client agrees that, in connection with its event and its use of the Center, neither Client, nor its agents, employees, contractors, or exhibitors shall discriminate against any person with respect to employment, contracting, admission, nor services or privileges offered to attendees of Client's event, in violation of federal, state, or local laws.
- d. Payment of Taxes: Client acknowledges and understands that state and/or local taxing authorities may impose a tax or other assessment on Client's use of the Center (a possessory use tax) and that Client shall be solely liable for payment of this, and any other taxes levied on its use of the Center.

11. BROADCASTING AND PHOTOGRAPHY.

- a. Broadcast, Recording and Television Rights: The City will not pay any expenses pertaining to the broadcasting, televising, or reproduction of any event.
- b. Photography: City retains the right to photograph any and all events for its own purposes.

12. FORCE MAJEURE. Either party may terminate or suspend its obligations (other than the obligation to make payments for services rendered pursuant to this Agreement) under this Agreement if such obligations are delayed or prevented or rendered commercially impracticable as a result of fire, flood, earthquakes and other natural catastrophes, war, riot, strikes, civil disorder, mechanical or utility failure, act of terrorism, curtailment of transportation facilities, government declared pandemic, epidemic, or other healthcare emergency, or any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. The party claiming excuse from performance shall, within five (5) calendar days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby .

13. BREACH OF CONTRACT. In the event of a breach by Client of the terms of this Agreement, City shall have the right to proceed with the following options:

- a. In the event of a non-material breach occurring thirty (30) or more days prior to the commencement of the Client's event, City shall provide Client with a written notice of default specifying in detail the nature of the alleged breach and specifying fourteen (14) days within which to cure the default. If the breach occurs less than thirty (30) days prior to the

commencement of Client's event, City shall immediately provide Client with written notice of default and provide Client with an opportunity to cure within a reasonable period of time. If the default is not cured within that time, City may immediately terminate this Agreement or take other action as is reasonable necessary under the circumstances.

- b. In the event of a material breach (defined as any substantive change in the nature of Client's event or a failure to provide City with required insurance documentation or deposits due), occurring thirty (30) or more days prior to the commencement of the event, City shall provide Client with a written notice of default specifying a minimum of fourteen (14) days within which to cure the default. If the breach occurs less than thirty (30) days prior to commencement of the event, City shall immediately provide Client with written notice of default and provide Client with an opportunity to cure within a reasonable period of time. If the default is not cured within that time, or if the breach involves public safety or immediate damage to the Center or its equipment, City may immediately terminate this Agreement or take other action as is reasonably necessary under the circumstances.

14. LIMIT OF CITY'S LIABILITY. Client agrees and acknowledges that City's liability for any termination, interruption, or other impairment of the event for any reason (including, without limitation, City's passive or active negligence), other than City's willful misconduct or unlawful acts shall be limited to the fees and charges paid by Client to the City for use of the Center for such event; and not include any lost revenue, incidental or consequential damages, or other claims, known or unknown, arising from such termination, interruption, or other impairment of the event.

15. GENERAL PROVISIONS.

- a. Validity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- b. Assignment: Client shall not assign this Agreement or any interest herein or permit the use of the Center by any other party, except that Client shall have the right to permit its exhibitors to use the Licensed Areas in conjunction with Client's event.
- c. Applicable Law, Venue, and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey. Any action by a party to this Agreement to enforce or interpret the terms hereof must be maintained in the Monterey County Superior Court or the Federal District Court for the Northern District of California. Client consents to the foregoing.
- d. Abandoned Equipment and Lost or Misplaced Articles: Any equipment or personal property belonging to Client or its agents, employees, contractors, invitees, patrons, and/or guests, which remains in the Center or the Licensed Areas after the event, shall be deemed abandoned and may be disposed of by City at Client's sole expense. City shall assume no responsibility for losses caused by theft, disappearance, or abandonment of equipment or personal property.
- e. Americans with Disabilities Act (ADA): City acknowledges and agrees that it is responsible for complying with the ADA requirements for permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards, and restroom accessibility. Client acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for the visually impaired, hearing impaired, and mobility impaired.
- f. Integration: Client's acceptance of this signed Agreement for the use of the Center shall constitute its sole and complete agreement with the City. No prior oral or written understanding, except as expressly provided herein, will be of any force or effect with respect to those matters covered herein. This Agreement may only be modified or amended in writing signed by both parties.
- g. Counterparts: Facsimile or Scanned Signatures: This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed Agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on _____.
FOR THE CLIENT:

FOR THE CITY OF MONTEREY:

Signature

Tonya Hufford
General Manager

Signature

William Kirkwood



Payable to: MONTEREY CONFERENCE CENTER-City of Monterey One Portola Plaza, Monterey, CA 93940 Attention: Olga Maximoff, Sales Coordinator Phone: (831) 646-3388 Fax: (831) 646-3777 Email: maximoff@monterey.org	INVOICE Date: July 25, 2023
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To: William Kirkwood Monterey Bay Aquarium Research Institute (MBARI) 7700 Sandholdt Road Moss Landing, CA 95039	Booking: XP3KT95NY9
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SALESPERSON	PROGRAM DATES	PAYMENT TERMS	DUE DATE
Olga Maximoff	October 07 - 10, 2024	Per Contract	Friday, August 25, 2023

DESCRIPTION	LINE TOTAL
Deposit Due Per Contract	\$4,760.00
TOTAL	\$4,760.00

PLEASE MAKE YOUR CHECK PAYABLE TO:
Monterey Conference Center-City of Monterey
One Portola Plaza
Monterey, CA 93940

FOR MORE INFORMATION ABOUT THIS INVOICE CALL (831) 646-3388

For Billing Use Only		
PC6899	MCC Room Rental	Olga Maximoff



MONTEREY
CONFERENCE CENTER

One Portola Plaza
Monterey, CA 93940
(831) 646-3770

EVENT PLANNER GUIDE



Our team is committed to ensure the success of your event. Please discuss any areas not covered in this document with your Event Manager. These general policies, rules and regulations are subject to change.

ADA COMPLIANCE – The Monterey Conference Center (MCC) is ADA compliant. In accordance with the ADA, we are responsible for accommodations associated with permanent premise access, such as, but not limited to, wheelchair ramps, elevator standards, door width standards and restroom accessibility. It is the client or renter's responsibility to accommodate non-permanent accessibility requirements and incorporate visually-assisted devices, interpreters, and temporary seating accessibility if needed. Assisted hearing devices are available through our preferred in house AV provider. Advance arrangements are suggested to ensure adequate set up time and availability of inventory.

AMPLIFIED SOUND/NOISE LEVEL – Client understands that other functions may be scheduled in different portions of the MCC, at the same time as the event. Client agrees to ensure that amplified sound used in connection with the event shall not disrupt or interfere with other events or persons using the MCC. Furthermore, client shall immediately comply with the City's request to reduce the noise generated by the event.

AUDIO/VIDEO/RIGGING – Encore is the MCC's exclusive rigger and preferred in-house audiovisual production company. Due to the unique architectural design features of the building, Encore must be used for all rigging in the MCC. Please contact Encore for venue expertise and additional equipment needed. MCC does allow outside audiovisual companies, but we also do require Encore to be present during scheduled move in and move out hours.

CONTACT FOR PROPOSALS AND INFORMATION:

Dominic Giuriato
Sales Manager
Encore
Dominic.giuriato@encoreglobal.com
Telephone: (831) 646-3756
<https://encoreglobal.com/>



LIAISON FEE: Any outside A/V company utilizing space in the MCC will be required to have an Encore liaison on site at a fee of \$120 per hour. This is to include load in and set up times, as well as move out periods. The hours an A/V liaison is required should be arranged with Encore once the program schedule is finalized at least two weeks in advance. This liaison will be required in addition to patch fees during an event if operation of the sound and lighting controls is needed throughout the course of the event. Programs that are more extensive may require the use of two or more liaison supervisors at prevailing rates.

BRANDING OPPORTUNITIES - Monterey Signs is the MCC's preferred signage and branding company, as well as the exclusive provider for signage outside of the center and for the location above our escalator on Level 2. There are multiple opportunities to brand your event both inside and outside of the MCC. Column vinyl sign wraps, large and small banners, elevator door wraps, as well as stair riser signs are just a few options available. Approval is required for all branding so please work with your Event Manager on availability and content for all branding opportunities.

CONTACT FOR PROPOSALS AND INFORMATION:

Shawn Adams
Monterey Signs
sales@montereysigns.com
Telephone: (831) 632-0490
www.montereysigns.com



CATERING - The Monterey Marriott Hotel is the exclusive caterer at the MCC. They understand the important role catering plays in your events and will work with you to develop menus specific to your needs. Should your event include any food or beverage samples, please work with your Catering Manager on specific requirements or restrictions so you are in compliance with our sampling policies.

CONTACT FOR CATERING PROPOSALS AND INFORMATION:

Jamie Edwards
Catering Sales Executive
Monterey Marriott Hotel
jamie.edwards@marriott.com
Telephone: (831) 647-4003



Catering Menus
https://www.marriott.com/content/dam/marriott-digital/mc/us-canada/hws/m/mryca/en_us/document/assets/mc-mryca-2023-banquet-menu-37917.pdf

CATERING - SERVING OF ALCOHOL - If a client or exhibitor is requesting to serve alcohol, a licensed server from our caterer must pour the alcohol. If the alcohol is donated, a corkage fee will be applied or wine can be purchased from our caterer's wine list.

CLEANING/DAMAGES – Please notify your Event Manager of any damages to the MCC immediately. Renter is responsible for all damage to carpets, walls, furnishings, doors, and wall coverings during an event. Understanding that temporary stains will occasionally occur, Renter will be responsible for cleaning costs or full replacement associated with removal of stains in excess of normal activity or permanent damage.



CUSTODIAL SERVICES – Our custodial team will keep and service the restrooms, lobbies, terraces and all other public areas so they are clean and presentable during your event. Meeting spaces will be monitored and refreshed throughout the day according to your event schedule. Our staff uses Green cleaning supplies, following the guidelines within the USGBC sustainable purchasing program.



DECORATIONS – Nothing may be taped, nailed, stapled, tacked or otherwise affixed to ceilings, walls, painted surfaces, fire sprinklers, columns or windows. Please inform all show management staff and speakers, as well as exhibitors of this policy. Check with your Event Manager for further information on appropriate display methods and hanging points in the MCC. Damages will be charged directly to the Renter.

Only helium balloons permanently affixed to authorized displays may be brought inside the MCC with the prior approval of your Event Manager. Expect labor charges to apply for their removal from ceilings and air handlers if helium balloons are released for any reason within the facility.

All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic cloth or similar decorative materials or any other potentially combustible material shall be flame retardant to the specification of the Monterey Fire Department. A California State Fire Marshal's Flame Proof Certificate will be required. Field tests for flame resistance are not acceptable. Open flame and decorative candles are not permitted. Please work with your Events Manager on centerpiece options.

DIAGRAMS – Diagrams may be drafted for your meeting including food and beverage space using Social Tables. Social Tables, a Cloud based program allows real time collaboration between you and your Event Manager. For exhibit layouts you will work with your tradeshow services contractor.



ELECTRICAL – TriCord Tradeshow Services is the exclusive tradeshow electrical provider at the MCC.

CONTACT FOR PROPOSALS AND INFORMATION (EXHIBITS):

TriCord Tradeshow Services

info@tricord.net

Telephone: (831) 883-8600

All other electrical work inside or attached to disconnect switches, panels, motor control centers, panel boards, and other electrical equipment controlled by the MCC is required to be performed by the Center's exclusive electrical provider Encore. See the **AUDIO/VIDEO/RIGGING** section for their contact information.

EMERGENCY PROCEDURE PLAN - An Emergency Procedure Plan for the MCC is available. Please visit our website at MontereyConferenceCenter.com to download the document.

FIRST AID - Generally you have the choice of whether or not to contract first aid services for events at the MCC. However, the MCC General Manager or designee may require the Renter to schedule first aid services for an event based on event demographics or numbers. The MCC does not provide these services.

FLOORPLAN APPROVAL - All floorplans must be approved by the Monterey Fire Marshal and the MCC two weeks prior to move-in, and must not exceed maximum occupancy limits. It is required to submit exhibit and non-conventional floor plans to your Event Manager prior to submitting to the Fire Department. Floorplans can be faxed to the Monterey Fire Department at (831) 646-3723 or call (831) 646-3900 to email it. Exhibitors, service contractors and show management contracted by Renter must comply with all federal, state and local fire and building codes applicable to public assembly facilities. Please ask your Event Manager for a copy of the MCC Tradeshow Policies.

FLOOR PROTECTION - Adding protective carpet is highly recommended for commercial exhibits, certain products, or with food and beverage service inside a booth. This will help protect the MCC's carpets and avoid any fees assessed due to damage. Adding protective carpet along thresholds and visqueen along aisles is required for move in or move out. Gaffers tape is the only approved tape for use on the carpeted and tiled surfaces.

FOG/SMOKE/LASER LIGHTS - Fog machines, smoke effects or laser light shows shall not be permitted without the express written approval by the MCC General Manager. If approved, such devices may incur additional staff costs as required by the City of Monterey and the MCC.

FREIGHT ENTRANCE - The MCC has two separate freight entrances into the building. The lower level entrance directly into the Serra Ballroom has a 13'4" x 13'4" opening. The 2nd floor entrance to the Steinbeck Ballroom has a 10' x 10'6" opening. Please coordinate delivery dates and times with your Event Manager in advance.

HAZARDOUS MATERIALS - Renter is required to comply with any statutes, ordinances or regulations regarding the use, handling, storage and disposal of hazardous materials or hazardous wastes as defined in Federal, State and Local Law. Renter shall notify the MCC two weeks prior to the event of the name and location of any such materials.



HEATING/AIR CONDITIONING – Air-conditioning and/or heating are provided during published event hours. Requests for air conditioning and/or heating during non-event periods will be charged at the prevailing rate.

HOURS – The MCC administrative offices are open during regular business hours, Monday – Friday from 8:00AM – 5:00PM excluding holidays. Access to the center outside of these hours needs to be coordinated with your Event Manager.

INTERNET – The MCC provides basic complimentary WiFi in all public lobby spaces with a speed of 5 Mbps. For your meeting rooms and technical presentations, WiFi and hard lined connectivity up to 1 Gbps (1000 Mbps) utilizing our Cat 6 and fiber optic infrastructure is available at prevailing rates through Encore. Customized splash page log ins for internet access are also available for additional fees.

KEYS – Renter or show management can be provided with up to four (4) keys that fit our standard room locks for each room. Please provide at least a two week notice if security locks are required, in which room locks will be rekeyed at an additional charge. Renter or show management may also be provided with up to four (4) keys for each security lock. There will be a \$25 per key fee assessed for any keys not returned.

LICENSE/PERMITS – The Renter is responsible for obtaining all licenses, permits and approvals from the appropriate regulatory boards and authorities that may be required to stage their event; this may include business licenses, right to use a trademark or copyright, royalties and City Fire Plan approval. The cost of these licenses or violation for infringement of owners' rights to materials is the responsibility of the Renter, not MCC.

Goods or merchandise sold on property require a City of Monterey Business License. Contact the City of Monterey Revenue Division at 831-646-3944 to obtain one.

LIGHTING – The MCC lighting throughout the building, and in all meeting space is state of the art. It is controlled with both dimmable and fixed lighting options for custom lighting to transform the space. Please work with your Event Manager in advance on the appropriate lighting for your event.

To conserve energy, lighting will be maintained at 50% of standard power during scheduled move in/out times. For any special needs, contact your Event Manager.

LOST AND FOUND – The MCC Administration Office maintains the lost and found area with the intent to return property to its rightful owner. Please note that due to our lack of storage, unclaimed items will be donated or disposed of after two weeks. A fee may apply for mailing any returned items.

PARKING – The City of Monterey has two parking garages totaling over 900 parking spaces just one block from the Conference Center in the East and West Downtown Garages. Pre-paid parking passes are available for purchase in advance through your Event Manager.

READER BOARDS – Digital Reader Boards are LED monitors and located outside each meeting room.

RECYCLING – Please identify any specialized waste removal plan for your event including re-use or donation of living floral decor, produce, food, or recycling needs for crates, pallets, cardboard, wrapping, etc. Some events, however, may require a vendor specializing in high volume recycling. Please discuss with your Event Manager or tradeshow service provider to coordinate any of these services.

Our facility is proud to offer our clients and their exhibitors the opportunity to donate reusable materials at the conclusion of your conference which may otherwise end up in the landfill. MCC has partnered with "Pass it on Please" and Community Reuse Network, local,

non-profit organizations help distribute to local schools and those in need. Please work with your Event Manager to coordinate any of these services.



REMOVAL OF PROPERTY - In the event that the premises are not vacated upon expiration of the contract term, the MCC will remove, at your expense, all goods, merchandise, equipment and property of any kind remaining. The MCC will not be responsible for any damages to or loss of such goods, merchandise or property which may be sustained by reason of such removal.

You and your contractors are responsible for the removal of all tape, trash, crates, pallets, packing materials, etc. prior, during, and upon completion of use at your expense. Additional charge will be assessed for bulk trash removal at the conclusion of your event.

ROOM SET CAPACITIES - Our meeting room dimensions and maximum capacities have been verified for standard setups and pre-approved by the Monterey Fire Marshal. Elements such as lighting or sound towers, risers, runways, production control areas, or buffet lines will reduce the seating capacity of the room. Contact your Event Manager for specific capacities for your event.

SECURITY - Intact Protective Services is the MCC's preferred security services provider. As a standard, you will be required to hire (2) security guards for exhibitor move in and move out hours. As a public facility, we suggest hiring security to oversee items placed in public areas, and for overnight non-event hours when your property or the property of your vendors is in the MCC.

CONTACT FOR PROPOSALS AND INFORMATION:

Josh Lomeli

Intact Protective Services

Intact365@gmail.com

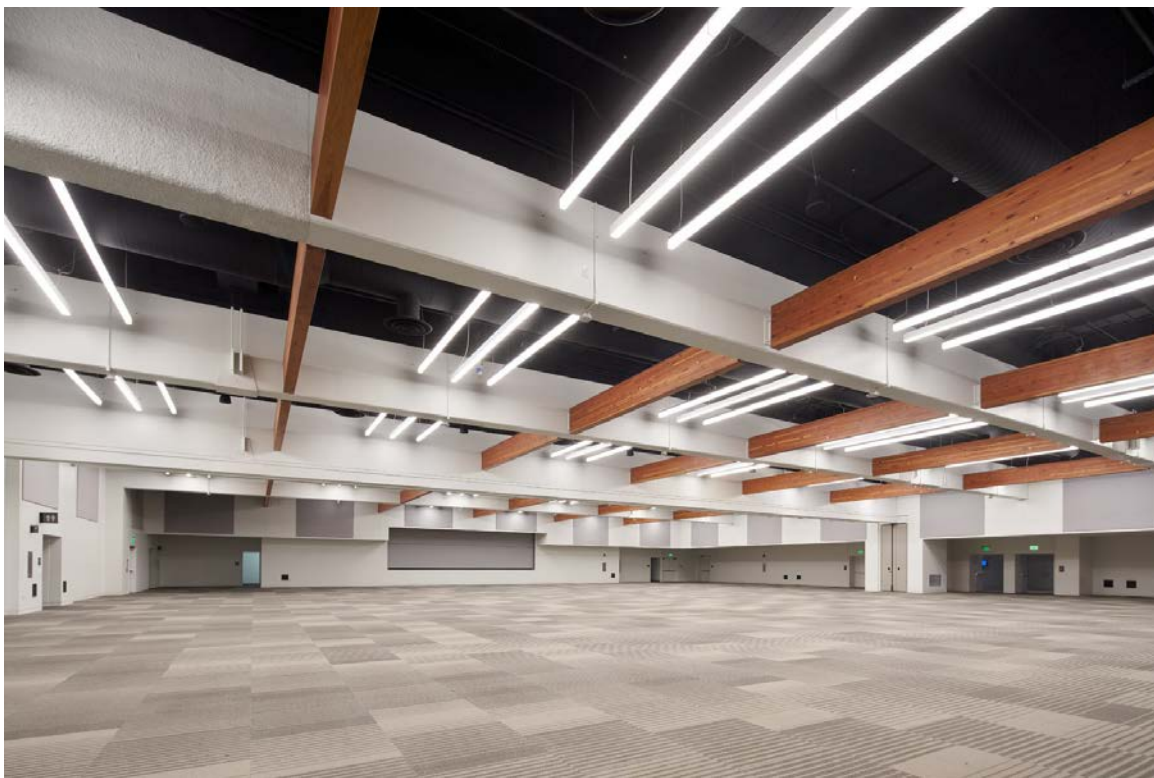
831-763-2594 Phone & Text

831-763-2569 Fax

All security staffing and emergency response planning is subject to the approval of the MCC. Armed guards (other than Monterey Police Officers) must receive MCC approval and provide documentation and insurance.

In the interest of public safety, the MCC may, at its sole discretion require the presence of the Monterey Police Department during certain events. Officers are scheduled at Renter's expense subject to the rules of the Monterey Police Department. Requests for officers should be placed at least twenty-one (21) days prior to the first date of tenancy. Please contact your Event Manager for assistance.

Should your group, speakers, attendees or company have any knowledge of potential threats or require extra security, it must be disclosed in advance of the event.



SERVICE ANIMALS - Only service animals are permitted on the MCC premises.

SHIPMENTS - Due to the Conference Center's lack of storage and no on-site shipping and receiving office, we do not accept shipments or have any capability to assist with packing or return of boxes or pallets. All shipments should be directed to your trade show service provider or decorator. Your Event Manager can recommend a local drayage company if your event does not include exhibits or if you have not contracted with a decorator.

Any attempted deliveries without group identification will be refused. Attempted deliveries with a group name will need prior permission by the contracted client for MCC to accept delivery and the fees for handling and storage will be applied to their master invoice; if permission is not accepted any deliveries will be refused. Refer to the Equipment and Service Fees at the end of this guide.

With advance approval from your Event Manager, MCC will accept receipt of 5 standard boxes for our contracted client for registration or staff office materials. We ask that shipments arrive no more than two days prior to the date of your event and are labeled with your name and group.

SMOKING - The MCC is a non-smoking facility. Smoking is only allowed on the balconies, terraces and other exterior areas of the facility. Please note that smoking is not permitted within 20 feet of any doorway by state law.

STORAGE – Due to storage constraints, we are not able to accept event-related freight or materials prior to the contracted move in date. We encourage you to work with your decorator for any pre-exhibit shipping storage needs. Clients shall not store any flammable, explosive or otherwise dangerous substance on the premises, or any item of contraband, nor any goods, substance or material which is unlawful to possess. City shall not be liable for any item lost, damaged, destroyed, or stolen which is stored on the premises or used during the event.

VEHICLE DISPLAY – Vehicles on display must be approved 30 days in advance and obey the following rules:

- No more than 5 gallons of gas.
- Vehicles are not allowed to be driven inside the Conference Center building.
- A locking gas cap or tape over the gas cap.
- Batteries shall be disconnected in an approved manner.
- A drip pan under the vehicle's drive train (motor to differential).
- Keys delivered to event security or facility operations staff.
- Vehicles shall not be moved during show hours.
- Refueling is prohibited in the facility.
- Floor plans must indicate where vehicles are to be located and be preapproved.

WATER SERVICE – Water fountains and bottle refill stations are provided in the public lobby space. Water dispensers can be ordered on a fee basis. To reduce waste and preserve our natural resources we do not provide water pitchers on meeting or banquet tables. Bottled water will be available on request inside meeting rooms for your speakers.

AUDIO VISUAL & TECHNICAL SUPPORT BY ENCORE

Because our Audio-Visual Department is staffed and equipped by Encore, a premier national Staging and Production Company, there is no limit to the scope and technical sophistication for any programs held at the Monterey Conference Center. All Encore's equipment, project managers and technical staff are available and ready to help ensure your program is a complete success.

If you choose to work in partnership with Encore and utilize their full support for your A/V equipment and staging needs, many of the various production guidelines listed here are automatically met and your program will be extremely well coordinated with all departments throughout the Conference Center.

Please contact our Encore representative, Dominic Giuriato, by calling (831) 646-3756 or e-mailing dominic.giuriato@encoreglobal.com.

You may utilize another A/V company; however, please be advised there are mandatory guidelines and specific charges in order for your outside provider to conduct business within the Monterey Conference Center. Outside A/V companies seeking to bring in their own equipment and technicians will be held responsible for understanding these guidelines and fully complying with their enforcement.

IN-HOUSE SYSTEMS & EQUIPMENT – The Monterey Conference Center exclusively authorizes Encore to administer the use of in-house, built-in A/V systems. If these systems are to be utilized by an outside vendor, Encore will provide access and patching to the systems at prevailing rates. Should an outside supplier require a patch to the house sound system, the system's rental fee will be \$145 patch/ per room/ per day. Should the supplier not wish to use the existing system, they must then provide the entire audio package, complete with external sound; amplification, microphones, and cables. The outside vendor must additionally provide a list of all wireless frequencies to be used at the Conference Center during the event. It will be the sole responsibility of the outside vendor to ensure these frequencies do not interfere with any in-house A/V components or Conference Center systems, by changing the vendor's frequencies if necessary. Encore must approve the use of all RF and UHF frequencies to be used at the Monterey Conference Center.

LIAISON SUPERVISION – Any outside A/V company utilizing space in the MCC will be required to have a Encore liaison on site at a fee of \$100 per hour. This is to include move in and set up times, as well as move out periods. The hours an A/V liaison is required should be arranged with Encore once the program schedule is finalized at least two weeks in advance. The liaison will assist with communication to internal departments, make sure the standards and policies of the Monterey Conference Center are followed, and note any damage to the Conference Center as a result of use, misuse, or negligence. This liaison will be required in addition to patch fees during an event if operation of the sound and lighting controls is needed throughout the course of the event. Programs that are more extensive may require the use of two or more liaison supervisors at prevailing rates.

Arrangements for direct billing of these and any additional audio-visual related charges to you or your production company must be made at least (30) days in advance of the event load-in.

OUTSIDE PERSONNEL – The following are “House Rules” for any outside personnel:

- Outside personnel must wear clothing that is neat in appearance and meets the Monterey Conference Center Guidelines.
- All vendors including, but not limited to, event volunteers, musicians, florists, photographers, entertainers, linen companies, props and décor companies must coordinate their arrival time and their proper load-in/load-out locations with the Events Manager for the function. When loading in or out, at no time may vehicles block fire lanes.
- Elevator usage is limited to service elevators. Elevator landings are monitored by security cameras and any damage will be billed accordingly.
- A copy of any entertainment/entertainer’s riders (their lists of required A/V and service needs) must be provided to your program’s Events Manager and ENCORE no later than fourteen (14) days prior to the event.
- It is against state and federal laws for the consumption of any alcoholic beverages to occur on property while under contract. Should a guest offer a drink, we ask that outside personnel only accept soft drinks and/or coffee or tea.
- There is no consumption of food or beverage on property with the exception of prearranged crew meals. Food and beverage requirements for crews should be submitted to your respective Events Manager, fourteen (14) days prior to arrival. We expect outside personnel to adhere to the same policies that the Monterey Conference Center employees do. This means no food should be eaten from reception lines, back of the house “leftovers”, etc.
- Any horseplay, foul language, inappropriate attire, or disruptive behavior is a violation of the Monterey Conference Center policy and will result in the removal of the individual(s). Theft, misappropriation of property, or aiding in such acts will result in removal with possible criminal prosecution.

POWER – Encore handles all non-exhibit power requests. All power requests must be made at least fourteen (14) days before the event. Any power needs are subject to a charge at prevailing rates, per amp, per phase, per day. In addition, there will be labor charges for installation/removal, and rental of Conference Center supplied equipment if applicable. Please reach out to Encore directly for detailed, event specific pricing information.

All outside vendor extension cords used for meetings and events must be 12/3 gauge per the Monterey Conference Center. All cords and cables must be taped down and covered safely per the standards and policies of the Monterey Conference Center. When it is necessary to install cords or cables in any area where personnel or guests may travel, including the service areas, the Conference Center requires that cable ramps be used to ensure safety. All cable ramps, as well as taped down cords and cables are to be inspected for safety purposes prior to events by an Encore representative.

PRODUCTION SCHEDULE – A complete production schedule for your program is mandatory and must be provided in writing to both Encore and the assigned Event Manager at the Monterey Conference Center. This schedule must be presented at least 14 days prior to program start and is to include load-in times, load-out times, times of audio/visual support, times where excessive volumes may be expected, loading dock usage times, power tie-in/disconnect requirements and darkroom schedule. Copies should be e-mailed to your Encore representative and the Monterey Conference Center Event Manager. It should be understood that your production schedule may require amending, should it be found to be in conflict with other activities planned in and around the Monterey Conference Center or to violate rules and safety requirements.

RIGGING

Pre-Show Standards

- The Rigging Advance form must be submitted online, along with a scaled rigging plot, 21 days prior to load in. Events scheduled with less than 21 days' notice will incur additional charges.
- A charge of \$250 per event will be assessed for a comprehensive safety review by our Rigging Coordinator. This review will verify point load calculations, staffing needs, equipment needs and CAD support to provide feedback on the initial rigging plot. Additional CAD assistance is available if needed and can be provided for an additional charge.
- Rigging plots must contain all flown equipment in addition to a reflective ceiling plan with hang-points. The Rigging Coordinator will contact you to give you our CAD file as your design template.
- All drawings must be received via email in a .dwg or .dxf format. Hard copies will be accepted in a scale of no smaller than 1/8"-1'.

Rigging Equipment Guidelines

- Encore is pleased to exclusively provide ProStar and StageMaker Chain hoists and Professional-Grade Truss. These hoists and truss were designed specifically for the Conference Center use. Encore shall be the sole provider of all chain hoists and truss used at this location.
- A scissor lift is required for all rigging calls at the Conference Center. Encore has lifts available for rent. All lifts used at this location must have white, non-marking tires and be in good condition. Operators must present documentation verifying that they are trained in scissor lift operations.
- Construction or outdoor lifts will not be allowed in the Conference Center.
- All equipment and materials flown must pass ANSI guidelines and be approved by Encore.
- Any dynamic (moving) element requires an arrester device.
- A steel safety backup is required on each individual item suspended with a nylon sling.
- All nuts and bolts used overhead must be rated and all wire rope clips and overhead hardware (eyebolts etc.) must be forged, unless approved by Encore.

Ballroom Standards

- All ballrooms are equipped with permanent rigging points and/or load bearing beams with various load ratings. Please refer to the facility CAD files for exact locations of available rigging points and ratings. There is NO RIGGING OTHER THAN TO THE PERMANENTLY INSTALLED RIGGING POINTS OR SPECIFIED BEAMS
- All connections to the ceiling or supporting structure of this location must be made by ENCORE.
- Flown equipment may only be moved by an Encore rigger. Adjustments to any flown equipment will only be done under the supervision of Encore.
- Additional weight cannot be applied to flown equipment after Encore riggers leave the room.
- Under no circumstances may a person be suspended, walk or climb upon any point or supporting structure attached to the ceiling.

ENCORE On-Site Practices

- Late schedule changes or changes to the previously approved and submitted CAD Plot will result in additional charges.
- ENCORE will make all connections to the ceiling and Encore owned truss and your equipment. Please contact our offices for clarification of what services and equipment we offer to assist you in a safe and cost-effective event.
- ENCORE will not "dead hang" items over 100lbs or 10' in length with a scissor lift. Chain hoists or crank towers must be used.
- Cable bridge truss is required when cable bundles exceed four (4) Soco or other similar multi-cable.

Rigging Equipment & Labor**Equipment Rates**

Hoist/Rig Point/Hardware	\$165/per day
Charge per Point	\$65/per day
10' Tomcat Truss	\$65/per day
Rigging Safety Review/CAD Work	\$250/per event
Scissor Lift Daily Rental	Call for Pricing
Scissor Lift Weekly Rental	Call for Pricing

Labor Rates

Weekdays (Depending on time)	\$110/per hour
Weekends and Evenings	\$165/per hour
Holidays	\$165/per hour

- All rigging crews will consist of a minimum of two (2) riggers. The number of riggers and equipment required for your event will be determined by Encore.
- Eight (8) hour minimums will apply to all calls, per rigger. Time beyond eight (8) hours will be billed in full-hour increments. Contact your Encore representative for further details.
- Riggers must have a meal break every five (5) hours. If there is less than eight (8) hours between rigging calls, additional charges will apply.
- Scissor lift rental pricing is subject to availability and should be confirmed 14 days prior to your event. All prices subject to change without notice.
- An Event Technology Support charge of 23% will apply to all Rigging Services.

*****Please contact on-site staff for any specific holiday requests.**

Rigging Instructions

1. To schedule Rigging Services and to receive updated CAD drawings of our facilities, please visit: <http://www.Encore.com/riggingform>
2. If you have additional questions, please contact the area rigging coordinator at:

Carlos Ortega
 Director of Global Rigging
 720-404-1760
carlos.ortega@encoreglobal.com

Dominic Giuriato
 Sales Manager
 831-646-3756
dominic.giuriato@encoreglobal.com

3. The Encore Rigging Coordinator will review and forward your request to the Encore on-site team. The on-site Encore team will forward rigging estimate for your review and signature along with verification of your proposed rigging plot.

Equipment and Service Fees	
ITEM	FEE
EQUIPMENT:	
Notepad w/pen	26.00/dozen
Hard candies	6.00/bowl
Table	18.00
Table w/linen	23.00
Table w/linen and skirting	30.00
Table, talk show or lobby	75.00
Linen - refresh	6.00
Skirt - refresh (cost to dry clean)	38.00
Podium	30.00
Bar Stool	15.00
Coat Rack with hangers and perforated tickets	30.00
Dance Floor (15'x15' or larger)	350.00
Dance Floor (smaller than 15'x15')	150.00
Outdoor Heaters	95.00 each
Pipe & Drape (2 bases)	20.00 per section
Stanchion (2 bases)	20.00 per section
Risers (16", 24", 42")	30.00 per 6' x 8'
Chairs, talk show or lobby	75.00
Chair, banquet	5.00
SERVICES:	
Labor Fees:	
Including but not limited to: removing decorations, preparing for fog machines, additional room refreshes, airwall open/close, room turns or balloon drops	50.00/hr per person
VIP Set: leather blotter, glassware, hard candies (up to 24	60.00/day
Room Turns:	
Steinbeck 1A, 1B, 1C	50.00 section
Steinbeck 1, 2, 3	150.00 per section
Colton	50.00 per section
Serra 1	450.00 minimum
Serra 2 (Based On Setup Requirements)	400.00 minimum
Water Dispenser (5 gallon containers)	45.00 per unit, 25.00 per refill
Individual Boxed Water	\$2.00 per unit
Display Monitors, LED small, 25"	25.00 per screen per set up
Display Monitors, LED large, 65"	100.00 per screen per set up
Carpet Replacement	\$100 per carpet square + applicable labor fees
Re-Key Lock + (1) Key	75.00
Additional Keys	25.00 each
Unreturned Keys	25.00 each
Shipment per cardboard box (advance arrangements)	25.00/day to store (5 boxes for the RENTER is complimentary with receipt no earlier than 2 days prior to
Shipment, oversized (advance arrangements)	110.00/day to store
Shipment, pallet	110.00 + 50.00/additional day to store, includes forklift
Pallet disposal (required to remove from premises)	300/pallet
OFFICE SUPPLIES:	
Administrative fees if outside services are billed to master	25%
Photocopies	.25 each

Room rental includes one standard room set up per day. Set up would be for schoolroom, theater, conference, hollow square or u-shape, to include one head table, one registration table and one material table. Charges will apply per day for additional items such as podium, riser, and water service as stated above. The in-house audiovisual provider will assist with quotes for audiovisual equipment, rigging, easels, internet, and electrical services.

All rates and policies are subject to change.