



**1800 NORTH UNIVERSITY DRIVE**

**FARGO, NORTH DAKOTA 58102**

**(701) 241-9100**

**FAX:(701) 237-0987**

## **LEASE AGREEMENT**

DEPOSIT RECEIVED \$ \_\_\_\_\_ DATE: \_\_\_\_\_ CHECK NO. \_\_\_\_\_

**THIS AGREEMENT MUST BE SIGNED BY THE LESSEE AND RETURNED WITHIN 14 DAYS FROM THE ISSUE DATE ALONG WITH ANY APPLICABLE RENTAL DEPOSITS OR THE AGREEMENT MAY BE DECLARED NULL AND VOID AND THE LESSOR SHALL HAVE THE RIGHT TO CANCEL THE DATES BEING HELD AND COVERED BY THIS AGREEMENT WITHOUT NOTICE.**

This agreement, made and entered into on this the **DAY** day of **MONTH, YEAR**, by and between the City of Fargo, a municipal corporation of the State of North Dakota, acting by and through its Fargo Dome Authority board, an organization existing under and by virtue of Ordinance Nos. 2437, 2506 and 2510, of the City of Fargo, North Dakota, and hereinafter referred to as **LESSOR**, acting through Global Spectrum, LP, a Delaware limited partnership, and the FARGODOME General Manager or duly authorized agent, and:

**NAME  
COMPANY  
ADDRESS  
CITY, STATE ZIP  
PHONE  
Fax:**

hereinafter referred to as **LESSEE**.

**WITNESSETH:**

For and in the consideration of the promises, covenants and conditions contained herein, the **LESSOR** and **LESSEE** do hereby agree as follows:

**1. RENTAL SPACE AND DATES:**

**A. LEASED AREA:** **LESSOR** hereby agrees to grant **LESSEE** the right to occupy and use the following areas of the FARGODOME:

**RENTAL SPACE**

No other areas shall be occupied by the **LESSEE** unless authorized in writing and made a part of this agreement. **LESSOR** reserves the right to rent or use all areas of the FARGODOME not assigned to the **LESSEE** during the period covered under this agreement.

**B. PURPOSE:** **LESSEE** shall have the right to occupy the areas covered under this agreement for sole purpose of:

**PURPOSE**

hereinafter referred to as "**EVENT**."

**C. LEASE PERIOD:** **LESSEE** is granted use of the FARGODOME on the following dates and during the hours specified.

**MOVE-IN:**

**MOVE-OUT:**

**EVENT:**

**EVENT TIME:**

**DOORS OPEN:**

Use of the FARGODOME in excess of the time described herein may result in overtime being charged.

**2. RENTAL FEES, DEPOSIT TERMS AND SETTLEMENT:**

**A. LEASE FEES:** **LESSEE** agrees to pay to the **LESSOR** as rental for the aforementioned space and period covered under this agreement the sum of:

## LEASE FEES

**B. DEPOSIT: LESSEE** agrees to pay ----- as rental deposit. The deposit is payable upon the return of this executed agreement.

**C. RETAINAGE OF DEPOSIT/CANCELLATION OF EVENT: LESSOR** reserves the right to retain any or all of this deposit if **LESSEE** violates any terms of this agreement. **LESSOR** further reserves the right to retain any or all of the deposit and apply it to any expenses incurred due to cancellation of the **EVENT** damages incurred to the FARGODOME or to pay expenses incurred which are payable by the **LESSEE** as a result of this **EVENT**.

**D. ADDITIONAL DEPOSITS: LESSEE** agrees to pay any additional deposits required by the **LESSOR** upon demand. Failure to promptly pay additional deposits could result in cancellation of the **EVENT**.

**E. ITEMS INCLUDED IN RENT:** The aforementioned rental fee includes lighting, heating or air conditioning and water as installed and standard cleaning services normally provided after each **EVENT**, but only in normal and reasonable amounts.

**F. ITEMS NOT INCLUDED IN RENT:** All equipment, staffing or services for this **EVENT** will be provided by the **LESSOR** at the **LESSEE'S** sole expense. These items may include, but are not necessarily limited to, event staffing, license fees, equipment set-up and removal, exhibit booth equipment, equipment rental items, electrical and utility services, food and beverage services, advertising, marketing and publicity costs, ticketing costs or any other equipment, staffing or services at rates established for the FARGODOME. The Equipment, Staffing and Services rate schedule will be published by the **LESSOR** and shall be furnished to each **LESSEE** upon request.

**G. SETTLEMENT:** At the conclusion of this **EVENT**, rental fees, reimbursable costs and other expenses shall be deducted from deposits, ticket receipts or other applicable revenue, with all remaining funds paid to the **LESSEE**.

**H. DEFAULT:** The **LESSOR** shall have the right to collect all rentals and expenses for the **LESSEE** from either the sources herein described or as a first lien on all property of the **LESSEE** in or upon the FARGODOME premises at the time of any default of the **LESSEE** hereunder, and the **LESSEE** hereby mortgages or pledges said property of **LESSEE** for the purposes of securing the payment of all rentals and other expenses of this **EVENT**.

In the event of such default, the **LESSOR** may take possession of any and all of said property and exercise any remedies provided by law. This remedy is not exclusive and the **LESSOR** may, at its discretion, pursue any appropriate remedy to recover any or all deficits remaining of the rentals and expenses due the **LESSOR**.

### **3. FOOD, BEVERAGES, NOVELTIES AND DECORATING:**

**A. CONCESSIONS/CATERING:** The **LESSOR** reserves all rights to concession sales, including, but not necessarily limited to, all food and beverage products, vending items, souvenirs, novelties and checkroom services except as otherwise provided. Any catering or alcoholic beverage services must be provided by an approved caterer for the FARGODOME, a list of which may be obtained at your request. The caterer will be required to pay to the **LESSOR** a fee of 15% of the total catering billings from the **EVENT** for the privilege of doing business in the FARGODOME.

**B. FREE SAMPLES:** Neither the **LESSEE** nor any of the **LESSEE'S** exhibitors, patrons or guests may sell or give away any samples of food, beverages or any product deemed in competition with items sold or distributed by the **LESSOR** without prior written approval of the **LESSOR**.

**C. INTERMISSION:** If the **EVENT** covered under this agreement lasts more than one hour, **LESSEE** must provide a minimum of one intermission of at least 15 minutes.

**D. ALCOHOLIC BEVERAGES:** All rights to the sale or distribution of alcoholic beverages are reserved by the **LESSOR**. **LESSEE** agrees that no alcoholic beverages of any type may be sold, distributed or brought onto the FARGODOME premises by the **LESSEE**, its agents, employees, exhibitors or patrons. The **LESSOR** shall solely determine the types and brands of alcoholic beverages to be dispensed, the methods of selling and distributing alcoholic beverages and the events during which they will or will not be sold or distributed.

**E. DECORATING SERVICES:** **LESSEE** shall have the right to select a decorating company from decorators authorized to do business with the **LESSOR**. All decorating companies with such authorization will be required to enter into an agreement with the **LESSOR** in which the terms and conditions of operating a decorating service in the FARGODOME will be detailed. The decorating companies will be required to pay to the **LESSOR** a fee of 10% of the total decorating billings from the **EVENT** for the privilege of doing business in the FARGODOME.

**F. UTILITY SERVICE:** All electrical, water, gas, telecommunications, audio-visual, cable television and other equipment and services needed by the **LESSEE**, the **LESSEE'S** exhibitors or guests must be ordered through and furnished by the **LESSOR**.

### **4. INSURANCE AND INDEMNIFICATION:**

**A. INDEMNIFICATION:** **LESSEE** agrees to assume, defend, indemnify, protect and hold harmless the **LESSOR**, the City of Fargo, Global Spectrum, LP, a Delaware limited partnership, and all of the officers, employees, and agents of the **LESSOR**, the City of Fargo and Global Spectrum, LP, a Delaware limited partnership,

against any and all claims, demands, losses, actions or causes of action of whatsoever kind, arising or resulting directly or indirectly from the use, occupancy or leasing of the FARGODOME by the **LESSEE**, its sub-lessees, contractors, subcontractors, exhibitors, agents, officers, employees or persons attending the **EVENT**.

**LESSEE** shall indemnify and hold harmless the **LESSOR** from all loss or expense arising from any liability or claim of liability for injuries or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of the FARGODOME for the **EVENT**, whether such use was authorized or not.

**LESSEE** agrees to pay for any and all damages to the FARGODOME if such loss or damage is the result of the **EVENT**.

**LESSEE** agrees to indemnify and hold the **LESSOR** harmless from any claims from anyone for loss or damage to property placed on the FARGODOME premises.

**B. INSURANCE:** The cost of the **EVENT** is determined, in part, by the **LESSEE**'s agreement to furnish insurance as specified in this section. If the **LESSEE** is unable or unwilling to furnish specified insurance, **LESSOR** retains the right but not the obligation to purchase additional insurance and increase the cost of the **EVENT** by at least the premium amount of such additional insurance. In instances where both the **LESSOR** and **LESSEE** are unable or unwilling to provide insurance as specified in this section, the **EVENT** is void and/or terminated immediately without further notice to **LESSEE**.

**LESSEE** shall maintain Comprehensive General Liability insurance, Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance, written by insurance companies licensed to do business in the state of North Dakota. The insurance company shall be rated A- or higher by A.M. Best's or shall be subject to the prior approval of **LESSOR**, which approval shall not be unreasonably denied.

All insurance to be provided pursuant to this section shall be written on an "occurrence" basis, and not a "claims-made" basis. All insurance shall be for a period coincidental with either the term of this agreement or the **LESSEE**'s occupancy of the premises, whichever is longer. Comprehensive General Liability insurance shall be written on a Broad Form basis, and must include Contractual Liability insurance.

The following entities shall be named as Additional Insured on these policies: Global Spectrum, LP, a Delaware limited partnership, their affiliated companies, employees, directors and officers, City of Fargo and the FARGODOME and their employees, directors, officials and officers. **LESSEE** shall retain sole responsibility for payment of premiums for insurance provided under this section.

**LESSEE**'s insurance provided pursuant to this paragraph shall be primary insurance with respect to the obligations assumed by **LESSEE** in this contract, especially those under Section 4A. **LESSEE** shall retain sole responsibility for payment of premiums for insurance provided under this section.

Please also note that Comprehensive General Liability and Automobile Liability insurance shall be provided with minimum limits of liability of \$----- (**One/Two Million Dollars**) per occurrence. Aggregate or policy limits may cause rejection of the insurance policy as inadequate, in **LESSOR's** sole judgment.

**LESSEE** shall deliver a certificate of insurance signed by an authorized agent of the insurance companies on the standard ACCORD form including the minimum limits of liability and Additional Insured language specified above, no less than **fifteen (15)** days prior to the **EVENT**.

**C. FORCE MAJEURE:** In the event the FARGODOME or any portion thereof shall be destroyed or damaged by fire or other calamity so prevent the use of the premises for the purposes and during the periods specified herein, or if the premises cannot be so used because of strikes, Acts of God, national emergency or other causes beyond the control of the **LESSOR**, then this lease shall terminate and the **LESSEE** hereby waives any claim against the **LESSOR** for damages by reason of such termination except that any unearned portion of the rental fee or deposit due hereunder shall abate or be refunded by the **LESSOR** to the **LESSEE**.

## **5. BROADCASTING RIGHTS AND CLOSED CIRCUIT TELECASTS:**

**A. BROADCAST RIGHTS:** The **LESSOR** shall retain all broadcasting rights. No event presented in the FARGODOME shall be broadcast, televised or in any manner recorded for reproduction without the written consent of the **LESSOR**. If such written consent is given, the **LESSOR** shall receive payment for all **LESSOR** expenses incurred as a result of such broadcasts along with a negotiated broadcast rights fee.

**B. CLOSED CIRCUIT TELECASTS:** For closed circuit telecasts, **LESSEE** must have at least two projection units in place, operable and fully tested at the FARGODOME a minimum of eight hours before the scheduled telecast time.

## **6. TICKET SALES:**

**A. CONTROL:** **LESSOR** shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales. If the **LESSEE** uses a computer ticketing service, **LESSEE** will be required to use the computer ticketing company designated by the **LESSOR** and to abide by terms agreed upon between **LESSOR** and the computer ticket company.

**B. CHARGES:** **LESSEE** shall pay to the **LESSOR** the sum of **TKT SALES CHARGES** vs ---%, NOT TO EXCEED ---, plus **3.5%** of ticket receipts sold by credit cards, for use of the **LESSOR** ticketing services and staffing in addition to the rental fee.

**C. OUTLETS:** **LESSOR** shall have the right to offer tickets for sale at all of its regular outlets. If **LESSEE** desires to establish additional outlets, the **LESSEE** shall be

solely responsible for the distribution, accountability and collection of tickets and ticket receipts under procedures established by the **LESSOR**.

**D. ORDERING OF TICKETS:** All tickets must be ordered by the **LESSOR** or with the written approval of the **LESSOR**.

**E. MANIFEST:** A ticket printer's manifest must be submitted in duplicate to the **LESSOR** when tickets are printed.

**F. DELIVERY OF TICKETS:** All tickets must be delivered unopened to the **LESSOR**. No tickets will be placed on sale until they have been counted and verified by the **LESSOR**.

**G. TICKET PRICES:** **LESSEE** agrees to sell all tickets at the prices as advertised. Any variation must be approved in writing by both the **LESSEE** and the **LESSOR**.

**H. COMPLIMENTARY TICKETS:** **LESSEE** shall provide the **LESSOR** with **125** complimentary tickets per performance covered under this agreement.

**I. PERSONAL CHECKS/CREDIT CARDS:** **LESSOR** will accept personal checks and select credit cards for tickets to the **EVENT** only if the **LESSEE** accepts responsibility of paying the **LESSOR** for bad checks or bad credit cards. **LESSOR** will use due care in acceptance and verification of checks and credit cards. Unless the **LESSEE** provides evidence in writing to the contrary, it shall be assumed that the **LESSOR** will accept checks and credit cards as herein described.

**J. SEATING CAPACITY:** **LESSEE** shall not sell or distribute in any fashion, tickets or passes in excess of the seating capacity for the **EVENT**. **LESSOR** shall have the sole right to establish capacities in the FARGODOME.

**K. OBSTRUCTED VIEW SEATS:** **LESSEE** agrees that any seats with limited or impaired vision will be marked as "OBSTRUCTED VIEW."

**L. TICKET REFUNDS:** **LESSOR** shall retain the right to make the determination of ticket refunds for cause of maintaining the public faith. This shall include, but is not necessarily limited to, seats blocked by equipment when exchange for comparable locations are not possible, failure of projection equipment or failure of the performer to show or perform within a reasonable time after the scheduled starting time. **LESSOR** shall also have the right to give refunds from the proceeds of ticket sales if the **LESSEE** fails to provide the advertised entertainment or if by Act of God or other emergency it becomes necessary to evacuate the FARGODOME before completion of the **EVENT**.

**M. USER FEE:** **LESSOR** shall add a facility surcharge of **FEE AMOUNT** to the price of each ticket sold. These funds are the property of the **LESSOR** and will not be included in the final gross receipt calculations.

**N. SUITE TICKETS:** Tickets used by **LESSOR** for private suite holders will not be included on ticket manifest or in gross receipts calculations. If concert stage is not visible from suites, suiteholders must be relocated into good, comparable seats at no charge.

**7. PUBLIC SAFETY:**

**A. REGARD FOR PUBLIC SAFETY: LESSEE** shall at all times conduct the **EVENT** in full regard for public safety and will abide by all regulations as required by local authorities and the **LESSOR**.

**B. STAFFING: LESSOR** has the right to protect the public by staffing the event with the number and type of personnel that the **LESSOR** solely deems necessary. All such staffing costs will be paid by the **LESSEE**.

**C. ANNOUNCEMENTS: LESSOR** reserves the right to make announcements in the interest of public safety, to provide information to attendees or to announce upcoming events at the FARGODOME.

**D. EVENT INTERRUPTION OR TERMINATION: LESSOR** shall have the right to interrupt or terminate any event or performance when in the sole judgement of the **LESSOR** it is necessary in the interest of protecting the safety of the public.

**E. EVACUATION: LESSOR** shall have the sole right to determine when and if it is necessary to evacuate the premises for whatever reason. If such evacuation occurs and results in cancellation of the **EVENT**, **LESSEE** hereby agrees to waive any claims for damages against the **LESSOR**.

**F. OBSTRUCTIONS: LESSEE** agrees to keep all portions of sidewalks, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways and all areas of public access unobstructed at all times.

**G. HAZARDOUS MATERIALS: LESSEE** agrees not to bring onto the premises any material or equipment which could constitute a hazard to property or persons.

**H. OPENING OF DOORS: LESSOR** reserves the right to open the doors when the **LESSOR** deems it necessary to safely and orderly move the public into or out of the FARGODOME. **LESSOR** may cancel any sound checks or other event preparations in order to safely move the public in or out of the FARGODOME.

**I. MANAGEMENT CONTROL: LESSOR** shall at all times maintain control of the FARGODOME and shall enforce all rules and regulations relative to its operation.

**8. RIGHTS RESERVED BY LESSOR:**

**A. PARKING: LESSOR** shall retain all parking rights. Each vehicle will be assessed a parking fee upon entrance to the parking areas controlled by the FARGODOME. If **LESSEE** desires that its attendees not pay the parking fee, **LESSEE** may make prior arrangements with the **LESSOR** and the **LESSEE** may pay all or a portion of the parking fee. The amount of the parking fee, however, shall remain the same. **LESSEE** may obtain up to 10 free parking passes per event day for the **EVENT**.

**B. OBJECTIONABLE PERSONS: LESSOR** reserves the right to eject or cause to be ejected from the FARGODOME premises any objectionable person or persons. The **LESSOR** shall not be liable for any damages which may be sustained as a result of such action.

**C. SIGNAGE:** The **LESSOR** reserves all rights to advertising and signs, displays and banners of all types on, in and around the FARGODOME and the FARGODOME premises. No signage will be allowed to be placed by the **LESSEE**, or any of the **LESSEE'S** agents, employees or invitees without prior written approval of the **LESSOR**.

**D. ACCESS: LESSOR** shall have the right to the free access of any and all areas occupied by the **LESSEE** during the **EVENT**.

## **9. LICENSES AND COPYRIGHTS:**

**A. IRS WITHHOLDING OBLIGATION:** Licensee acknowledges that, in the event Licensor believes, in its sole discretion, that any of the artist(s) or performer(s) that are subject of the Event may be "non-resident aliens" (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code ("IRC")), then Licensor shall have the right, notwithstanding any provisions of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the Event a written certification, in a form acceptable to Licensor in its sole discretion, that there are no "non-resident aliens" (as defined under the IRC) performing at the Event, and Licensor has no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding Agreement ("CWA") with the IRS and a withholding agent, and Licensor has been provided with a copy of the CWA prior to the Event.

**B. OBTAINING LICENSES AND PAYMENT OF TAXES: LESSEE** and the **LESSEE'S** exhibitors or customers shall pay, obtain and be responsible for any and all taxes, licenses or permits required for use of the premises herein described, and shall relieve the **LESSOR** from any responsibility for acquiring or paying for such taxes, licenses or permits.

**C. COPYRIGHT: LESSEE** shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the **EVENT**.

**LESSEE** further agrees to save and hold harmless the **LESSOR** from any costs or claims arising from any copyright violations. **LESSEE** warrants that it currently has in effect and will maintain in effect during the time of the event, current and valid performing rights and licenses for the **EVENT**. **LESSEE** further agrees to submit upon demand valid written evidence of such licenses.

#### **10. OTHER TERMS AND CONDITIONS:**

**A. LESSEE PROPERTY:** **LESSEE** shall assume all responsibility for any equipment or goods placed in storage on **LESSOR'S** property.

**B. DEFACEMENTS:** **LESSEE** shall not injure, mar, nor in any manner deface the premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced.

**LESSEE** further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the FARGODOME or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the FARGODOME or any equipment contained therein and will not affix or permit to be affixed by adhesives any signs, posters, notices or graphics of any description without written consent of the **LESSOR**.

**LESSEE** agrees that if the premises are damaged by the act, default, negligence of the **LESSEE**, patrons, guests or any person admitted to the premises by the **LESSEE** or **LESSEE'S** agents, then the **LESSEE** shall pay to the **LESSOR** upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear accepted.

**C. CIVIL RIGHTS:** **LESSEE** agrees that it will not illegally discriminate against any employee or applicant for employment and will not illegally discriminate against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

**D. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** **LESSEE** hereby agrees to abide by the **LESSOR'S** ADA ticket pricing policies. **LESSEE** further agrees to abide by all procedures and policies to insure the **EVENT** compliance with ADA laws.

**E. PARTY OF INTEREST/PROVIDING FALSE INFORMATION:** Unless otherwise stated, the **LESSEE** herein named is the real party in interest and is not acting for or on behalf of any undisclosed principals. If it is determined that the **LESSEE** is not the real party in interest or has falsified any information relative to this agreement and **EVENT**, the **LESSOR** shall have the right to immediately cancel this **EVENT** and the **LESSEE** shall hold the **LESSOR** harmless from any expenses or damages arising from such cancellation. The **LESSOR** shall also be entitled to full rental and related expense payments in the event of cancellation under the conditions described herein.

**F. SUB-LEASING AND ASSIGNMENT:** This agreement shall not be assigned, transferred or otherwise encumbered without express written approval of the **LESSOR**.

**G. SEVERABILITY:** In the event any of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

**H. FARGODOME RULES AND REGULATIONS:** The rules and regulations for the operation of the FARGODOME shall be considered in addendum of this agreement and shall be considered an enforceable part of this agreement by the **LESSOR**.

**I. ALTERATIONS, ADDENDUMS AND REPRESENTATIONS:** No alterations, variations, additions, addendums, representations or agreements to the terms of this contract shall be valid unless stated in writing, signed by both the **LESSOR** and **LESSEE** and made a part of this agreement. This agreement and all such written addendums shall supersede any and all oral representations or agreements.

**J. AUTHORITY AND JURISDICTION:** Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of the state of North Dakota and any action herein must be brought in the District Court for Cass County, North Dakota. All matters not authorized expressly by the terms of this agreement shall be reserved to the discretion of the **LESSOR**.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LEASE AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**LESSOR:**

BY: \_\_\_\_\_  
FARGODOME GENERAL MANAGER

\_\_\_\_\_  
DATE

**LESSEE:**

BY: \_\_\_\_\_  
\_\_\_\_\_

TITLE

DATE

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