

Use Terms

1. "Agreement" as used below means the Event Center Use Form, the Event Center Information Sheet, and these Use Terms.
2. Patron may enter and use the Event Center Booth and adjacent Event Center common areas subject to the terms of this Agreement. SEL may reassign the Event Center Booth at any point if SEL deems it necessary. SEL may terminate Patron's use of the Event Center at any time for breach of this Agreement or for violations of law.
3. Patron agrees to vacate the Event space at the scheduled time. Patron also agrees to reimburse SEL for any overtime wages, expenses or damages incurred by SEL due to Patron's failure to comply with this Agreement.
4. Patron agrees to refrain from selling or otherwise providing food or beverages if SEL requests and agrees to reimburse SEL for any wages, expenses or damages incurred by SEL due to such disbursement of food or beverages by Patron.
5. Patron shall pay all taxes imposed in connection with its use of the Event Center and agrees to indemnify and hold harmless SEL, and its agents and employees, for any failure to pay such taxes.
6. Patron is responsible for obtaining any necessary licenses for copyrighted material and shall indemnify and hold harmless SEL from all liability relating to any alleged or actual copyright infringement relating to Patron's use of the Event Center. In order to allow all patrons to enjoy their time at the Event Center, SEL reserves the right to lower audio, visual or entertainers' volumes.
7. Upon request, Patron shall provide a Certificate of Insurance to SEL showing Patron has reasonable insurance coverage and that Patron has added SEL as an additional insured. SEL, at its discretion, may require Patron to obtain additional insurance and/or increased minimum coverages/limits.
8. SEL is not obligated to reserve space for Patron within the Event Center until SEL receives Patron's Use Fee. The Use Fee is non-refundable, and the parties agree that SEL may retain the Use Fee as liquidated damages for the loss of use fees, and in addition, Patron shall pay all consequential damages, fees or expenses incurred by SEL.
9. SEL will conduct a post Event inspection. If Patron, its agents or employees have failed to leave the Event Center Booth in a clean and orderly condition, have damaged the Event Center or if any SEL property is missing, SEL will provide Patron with an itemized list of the cost of the cleanup, repairs, damages and/or replacement of SEL property and Patron shall pay the additional costs to SEL upon demand.
10. Patron shall indemnify and hold harmless SEL and its agents and employees, from and against all liability, loss, damage, cost or expenses (including reasonable attorney fees and court costs and amounts paid in settlement and judgment) arising from any acts, incident or accident occurring in, upon or about the Event Center as a result of errors, omissions or misconduct of Patron, its agents or employees, or arising in connection with operations, use or occupancy of the Event Center by Patron, its agents or employees including without limitation any liability, loss, damage, cost or expenses resulting from the death of any person, or any accident, injury, loss or damage caused to any person or property in or about the Event Center. Patron further agrees to waive all claims against SEL and its agents and employees on account of any loss, damage or injury from whatever cause that may occur to it or its property in connection with the use or occupancy of the Event Center, except that portion of any loss, damage or injury arising directly from SEL's gross negligence or willful misconduct. The indemnity and waiver provided in this section are part of the consideration upon which this Agreement is executed. Patron assumes full responsibility for the acts and conduct of all Event participants and attendees and all personal property brought to or used at the Event.
11. Smoking is not permitted within the Event Center or within twenty-five (25) feet of any doors or windows. Patron's Booth is not sponsored by SEL and Patron shall not represent, advertise, or allow others to represent or advertise that SEL is sponsoring its Booth. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and any modification hereof must be in a writing signed by both parties. Patron may not assign this Agreement without the prior written consent of SEL. Neither party shall be liable for failure to perform or delay in performance of any obligation under this Agreement (except payment of amounts already due and owing) where such failure or delay results from any act of God, sabotage, military operation, national emergency, civil commotion, labor disturbance, utility or computer failure or any other cause beyond any party's reasonable control.