

**LICENSE AGREEMENT****Thursday, April 1, 2027 - Sunday, April 4, 2027****License # 12238****SUMMARY OF BASIC TERMS**

The following Basic Terms are incorporated into the License Agreement entered into by and between SMG Ontario, LLC, (hereinafter "SMG Ontario") for the facilities known as the Ontario Convention Center located at 2000 E. Convention Centre Way, Ontario, California (hereinafter referred to as "the CENTER") and Kiwanis International/California/Nevada/Hawaii District hereinafter referred to as "LICENSEE"), for the Dates set forth solely for the purpose of Kiwanis International/California/Nevada/Hawaii District.

LICENSEE: Kiwanis International/California/Nevada/Hawaii District**LICENSEE'S ADDRESS: 8360 Red Oak St, Rancho Cucamonga, California 91730****LICENSEE'S CONTACT: Timothy Cunning****CONTACT EMAIL: tim@cnhkiwanis.org****CONTACT PHONE: 909-736-1705****EVENT NAME: Cal-Nev-Ha Key Club Convention (hereinafter "Event")****LICENSE FEE:** LICENSEE will pay an Event License Fee of **\$38,000.00**.**FOOD AND BEVERAGE** LICENSEE agrees to order a minimum of **\$80,000.00** in Food & Beverage**MINIMUM REVENUE:** during this Event, exclusive of administrative fee and taxes.**OTHER FEES:** LICENSEE agrees to **\$TBD** in additional fees during this Event, exclusive of administrative fee and taxes.**LICENSE DUE:** In order to confirm your dates, space, and rental fees, this License Agreement must be executed and returned by **Friday, March 27, 2026**.**INSURANCE DUE DATE:** Insurance Certificates and Additional Insured Endorsements are due by **Monday, February 1, 2027**.**PAYMENT SCHEDULE:**

Payment Description	Amount	Due Date
Initial Rental Deposit	\$9,500.00	Friday, March 27, 2026
Rental Payment #2	\$14,250.00	Saturday, August 29, 2026
Rental Payment #3	\$14,250.00	Monday, February 1, 2027
Final Payment	Final Event Order Balance due on or before	Tuesday, March 2, 2027

LICENSED AREAS:

Date	Start Time	End Time	Usage	Space	Requested Setup	Attendance
Thu., 04/01/27	08:00AM	11:59PM	General Session	Hall AB	Theater	750
Thu., 04/01/27	08:00AM	11:59PM	Breakout	Meeting Room 100AB	Theater	0
Thu., 04/01/27	08:00AM	11:59PM	Office	Executive Board Room 101	Conference	0
Thu., 04/01/27	08:00AM	11:59PM	Breakout	Meeting Room 102	Theater	0
Thu., 04/01/27	08:00AM	11:59PM	Breakout	Meeting Room 103	Theater	0
Thu., 04/01/27	08:00AM	11:59PM	Breakout	Meeting Room 104B	Theater	0
Thu., 04/01/27	08:00AM	11:59PM	Breakout	Meeting Room 107ABC	Theater	0
Fri., 04/02/27	08:00AM	11:59PM	General Session	Hall AB	Theater	750
Fri., 04/02/27	08:00AM	11:59PM	Breakout	Ballroom ABC	Theater	0
Fri., 04/02/27	08:00AM	11:59PM	Breakout	Meeting Room 100AB	Theater	0
Fri., 04/02/27	08:00AM	11:59PM	Office	Executive Board Room 101	Conference	0
Fri., 04/02/27	08:00AM	11:59PM	Breakout	Meeting Room 102	Theater	0
Fri., 04/02/27	08:00AM	11:59PM	Breakout	Meeting Room 103	Theater	0
Fri., 04/02/27	08:00AM	11:59PM	Breakout	Meeting Room 104A	Theater	0
Fri., 04/02/27	12:00AM	11:59PM	Breakout	Meeting Room 104B	Theater	0
Fri., 04/02/27	08:00AM	11:59PM	Breakout	Meeting Room 105	Theater	0
Fri., 04/02/27	08:00AM	11:59PM	Breakout	Meeting Room 106	Theater	0
Fri., 04/02/27	08:00AM	11:59PM	Breakout	Meeting Room 107ABC	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	General Session	Hall AB	Theater	750
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Ballroom ABC	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Meeting Room 100AB	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	Office	Executive Board Room 101	Conference	0
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Meeting Room 102	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Meeting Room 103	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Meeting Room 104A	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Meeting Room 104B	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Meeting Room 105	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Meeting Room 106	Theater	0
Sat., 04/03/27	08:00AM	11:59PM	Breakout	Meeting Room 107ABC	Theater	0
Sun., 04/04/27	08:00AM	11:59PM	General Session	Hall AB	Theater	750
Sun., 04/04/27	08:00AM	11:59PM	Breakout	Ballroom ABC	Theater	0
Sun., 04/04/27	08:00AM	11:59PM	Breakout	Meeting Room 100AB	Theater	0
Sun., 04/04/27	08:00AM	11:59PM	Office	Executive Board Room 101	Conference	0
Sun., 04/04/27	08:00AM	11:59PM	Breakout	Meeting Room 102	Theater	0
Sun., 04/04/27	08:00AM	11:59PM	Breakout	Meeting Room 104B	Theater	0

This License Agreement ("Agreement") is entered into by and between the SMG ONTARIO, LLC, a California limited liability company with corporate offices located at 2000 E. Convention Center Way, Ontario, California, ("SMG ONTARIO") and Kiwanis International/California/Nevada/Hawaii District with primary offices located at 8360 Red Oak St, Rancho Cucamonga, California 91730 ("LICENSEE").

SECTION 1 GRANT OF LICENSE; LICENSE PERIODS; EVENT REQUIREMENTS

1.1 Grant of License SMG ONTARIO hereby grants to LICENSEE the exclusive right to use certain areas within the Ontario Convention Center and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Licensed Areas"). LICENSEE, its guests, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Areas during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Licensed Areas. LICENSEE acknowledges that neither it, nor its attendees, exhibitors, contractors, patrons or invitees of any kind may use the Common Areas for marketing, promotion, exhibition or any other use, unless expressly permitted, and under such terms and conditions as set forth, by SMG ONTARIO. Notwithstanding the foregoing, LICENSEE may use Common Areas for registration, coat check, baggage storage and other similar administrative or convenience services, subject to reasonable conditions and restrictions placed on such use by SMG ONTARIO.

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

In the event LICENSEE's use of the Licensed Areas commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. SMG Ontario may charge an additional license fee for such extended use.

1.2 Event Requirements No later than 60 days before the first day of the event, LICENSEE shall provide SMG ONTARIO, for SMG ONTARIO's approval, six (6) copies of a full and complete floor plan (no less than 1/16 scale) for the event, and, if requested, furnish a description of all electrical, communications systems, and plumbing work. Such floor plans shall indicate all spaces to be used for exhibits, registration, demonstration areas and stages and include certified approval from the Ontario Fire Marshal. SMG ONTARIO hereby reserves the right, by written notice to the LICENSEE within ten (10) days of receipt of the floor plan, to require LICENSEE to make such changes, deletions and additions in the floor plan and the operation policies described therein as SMG ONTARIO and Fire Marshal may deem reasonable, necessary or desirable to the safe and efficient operation of the CENTER. **Failure to comply with this provision may be cause for cancellation of your event and loss of fees.**

LICENSEE shall provide SMG ONTARIO with all other information required by SMG ONTARIO concerning the event such as room or hall set-ups, staging, and food and beverage requirements no later than 60 days before the first contracted move-in day. In no event will SMG ONTARIO be responsible for any injury, harm, or damage arising from the late delivery of any such information. **If LICENSEE fails to provide this information as required, it shall pay to SMG ONTARIO the cost of SMG ONTARIO's additional labor and any other fees arising from such delay. SMG ONTARIO shall be the sole judge of what additional labor or fees are required as a result of the delay. Any changes concerning the event requested by the SMG ONTARIO within ten (10) days of the first day of the event may be subject to a premium charge.**

LICENSEE acknowledges that it bears the sole risk of loss if it sells exhibit space within the CENTER before performing all of its obligations under this Agreement, including but not limited to payment of all fees due under this Agreement, obtaining SMG ONTARIO's approval of floor plans, supplying certificates or policies of insurance pursuant to Section 5. In the event the submitted floor plan by the LICENSEE for Exhibit Hall blocks, any portion of the concession areas within the CENTER, thereby preventing the ability for the CENTER's concession sales, a food buyout of \$2.00 per person from the estimated attendance will be assessed. Pricing per person is subject to change without prior notice.

SECTION 2 LICENSE FEE; CHARGES FOR SERVICES; PAYMENT

2.1 License Fee. LICENSEE shall pay SMG ONTARIO the License Fee set forth in the Summary of Basic Terms.

2.2 Ancillary Services Fee. In addition to the License Fee, LICENSEE shall pay for services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. SMG ONTARIO may in its discretion require payment of deposits on the Ancillary Services Fee prior to LICENSEE's Event.

2.3 Payment. The License Fee is due and payable upon execution of this Agreement. Alternatively, incremental deposits shall be made on the dates and in the amounts set forth in the Summary of Basic Terms. All deposits are non-refundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 7.2. Any unpaid License Fee, Ancillary Services Fee, or other amounts owed to SMG ONTARIO are due and payable upon demand or presentation of an invoice to LICENSEE. Invoices that remain unpaid after thirty (30) days shall accrue interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month. All accounts turned over for collections or legal pursuits are charged reasonable collection costs/attorney fees.

SECTION 3 SERVICES

3.1 Services Provided by SMG ONTARIO. SMG ONTARIO shall furnish, without cost to LICENSEE on days of the

Event (Event Day(s)) (fees may apply for heat, air conditioning or overhead lighting during move-in/out), normal heat or air conditioning, overhead lighting, restroom facilities, janitorial services consisting of cleaning of common public areas, and one set-up per contracted Event Day(s) for meeting, general session, or banquet areas, provided that LICENSEE complies with the requirements of this paragraph. Inventory is based upon availability. The LICENSEE or its exhibitors, or performers shall pay the cost of audio, video, telecommunications, data, fiber, Internet, special lighting, electricity, gas, water or other utilities required for exhibits or performances depending on which party orders the services. It is specifically understood that in the event SMG ONTARIO is unable to furnish any of the foregoing services resulting from circumstances beyond the control of SMG ONTARIO, then such failure shall not be considered a breach of this Agreement.

3.2 Other Services. LICENSEE shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by Paragraph 3.1. SMG ONTARIO shall provide all personnel services in support of the LICENSEE's activities, including but not limited to, emergency medical technicians, door attendants, ticket sellers and takers, dock attendants, security and ushers. Final determination of the number of personnel and the hours worked by the various categories shall be at the discretion of SMG ONTARIO after consultation with the LICENSEE. LICENSEE shall pay for all event personnel at prevailing rates established and on file in SMG ONTARIO's administrative office. The LICENSEE shall be responsible for making all arrangements with SMG ONTARIO for all program requirements and staffing. Such arrangements shall be coordinated and approved by SMG ONTARIO at least sixty (60) days before the beginning of the term of this Agreement. In the event the LICENSEE fails to do so, then the decision of SMG ONTARIO shall control, and the LICENSEE shall be financially responsible for all charges for such services and equipment so furnished.

3.3 Exclusive Services. The following services required by LICENSEE in connection with its Event and/or use of

the Licensed Areas, Common Areas or the Facilities shall be provided exclusively by SMG ONTARIO or providers under contract with SMG ONTARIO ("Contract Providers"):

- Audio/Visual/Telecommunications/Data/Fiber/Internet;
- Utilities (electrical, water, drainage, etc.)
- Security;
- Sound (In-house system);
- Rigging Points;
- Food and Beverage/Novelties/Concession Sales/Exhibitor Booth Catering (except novelties and merchandise germane to the Event as explicitly approved in advance by SMG ONTARIO);
- Business Service Centers in Public Areas;
- All Common Area Cleaning Services; and
- Ontario Police personnel and/or Ontario Fire personnel.

LICENSEE shall pay Ancillary Services Fee as established by SMG ONTARIO for services provided by SMG ONTARIO.

PROjection Presentation Technology, Inc. is the exclusive in-house Audio-Visual and Rigging provider of the CENTER. As a full-service company, capable of supplying professional presentation equipment, show management, and creative design, PROjection is the ONLY authorized operator of the CENTER's permanently installed sound system. Should you choose to retain the services of an outside audio-visual supplier, you will be responsible for all equipment and labor costs required to integrate into the house sound system, all associated electrical fees, load-in/load-out liaison hours, and additional buy-out fees dependent upon individual room usage. PROjection is the exclusive rigging provider of the CENTER and no outside rigging provider will be permitted.

3.4 Approved Services. LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 8.4.

3.5 Additional Services. SMG ONTARIO may provide other services, equipment, materials, and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay an Ancillary Services Fee as established by SMG ONTARIO for such additional services.

3.6 Concessions and Catering. SMG ONTARIO's caterer, Premier Catering, is the agent of SMG ONTARIO and provides exclusive catering and other services on behalf of SMG ONTARIO, as principal. SMG ONTARIO reserves for itself or its agents, contractors of concessionaires the sole right to the sales and serving of all on-site consumable foods, confections and beverages (alcoholic and nonalcoholic). LICENSEE shall not give away or sell items under the terms of this Agreement without the

written permission of SMG ONTARIO. LICENSEE shall pay such rates or fees as SMG ONTARIO shall determine for waiver of SMG ONTARIO's exclusive rights as set forth herein.

In the event the LICENSEE has declined food and beverage service at the time of contract signing and a request for service is made on the day of the event, a minimum service fee of \$100.00 will be charged by SMG ONTARIO. A labor fee of \$100.00 is applicable to all events under 25 people.

3.7 Outside Food and Beverage. No outside food and beverage is allowed.

SECTION 4 **POLICIES, RULES AND REGULATIONS; MEDIA RIGHTS; CONDITION OF PROPERTY**

4.1 Policies, Rules and Regulations.

(a) LICENSEE agrees to comply with SMG ONTARIO's Policies, Rules and Regulations (collectively "PR&Rs," in existence as of the date of this Agreement or as amended thereafter, all of which are incorporated herein and made a part hereof by this reference) governing the use of the CENTER and acknowledges receipt of a copy of the same. LICENSEE understands these Policies, Rules and Regulations may be amended prior to LICENSEE's Event and agrees to comply with any such amendments. SMG ONTARIO will use its best reasonable efforts to provide written notice to LICENSEE of any such changes, but LICENSEE acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs. LICENSEE acknowledges receipt of a copy of the Policies, Rules and Regulations by signing this Agreement.

(b) LICENSEE shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the CENTER (whether within or without the Licensed Areas) caused to SMG ONTARIO, the owner of the CENTER referred to herein as the City of Ontario and/or persons and/or property in, on, or near the CENTER before, during, or after an Event, by (i) LICENSEE's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement and/or activities at the CENTER, (ii) any unlawful acts on the part of LICENSEE or its officers, directors, agents, employees, subcontractors, Licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by LICENSEE or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 4.2 hereof (relating to intellectual property matters), Section 12.12 hereof (relating to the Civil Rights Act), and Section 12.11 hereof (relating to the Americans with Disabilities Act), and (v) any and all rigging from or to the physical structure of the CENTER or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(c) LICENSEE shall conduct business in the CENTER in a dignified and orderly manner with full regard for public safety and in conformity with SMG ONTARIO's General Policies and Regulations, including fire and safety rules as required by SMG ONTARIO and/or local fire regulations, as such may exist from time to time. LICENSEE agrees that it will not allow any officer, agent, employee, Licensee or invitee at, in or about the CENTER who shall, upon reasonable grounds, be objected to by SMG ONTARIO and such person's right to use the CENTER may be revoked immediately by SMG ONTARIO.

4.2 Music Licensing and Intellectual Property. With respect to any Event at the CENTER, LICENSEE shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by LICENSEE under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and LICENSEE agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. LICENSEE specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. LICENSEE agrees hereby to produce evidence of such reports and payments to SMG ONTARIO, including evidence of compliance with the requirements of this paragraph to be provided to SMG ONTARIO in advance of any such Event. Provision of such evidence is a material condition of this Agreement. LICENSEE agrees to indemnify, defend, protect and hold harmless SMG ONTARIO and all other Indemnitees (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by LICENSEE of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by LICENSEE, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

4.3 Television and Broadcasting Rights. LICENSEE shall not televise or broadcast any Event scheduled to be presented in the Premises or the CENTER under the terms of this Agreement without the prior written approval of SMG ONTARIO. LICENSEE is responsible for obtaining approval and registering for music licensing.

4.4 Defacement of Property; Signs and Posters. LICENSEE shall not do, or permit to be done, upon the Premises or the CENTER anything that will tend to injure, mar or in any manner deface the Premises or the CENTER and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the CENTER, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the CENTER. LICENSEE shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the CENTER unless relating to the event or exhibition to be given on the Premises and which meet with the approval of SMG ONTARIO. No helium balloons, glitter or confetti are allowed at the Center, the Licensed Areas and the Common Areas or on the premises of the Center.

Notwithstanding anything to the contrary set forth herein, LICENSEE shall be solely responsible and liable for any and all losses arising out of any and all rigging from or to the physical structure of the CENTER or any fixture thereto, set-up, alterations, and/or improvements at or to the CENTER necessitated by and/or performed with respect to the event.

LICENSEE shall pay all costs to return the CENTER to SMG ONTARIO in the same condition as received including but not limited to cleaning, trash dumping, as well as any costs to repair or replace property at the CENTER damaged or lost during the term of this agreement, normal wear and tear excepted, or unless the CENTER or the property at the CENTER are damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of the SMG ONTARIO, its employees or subcontractors. This paragraph also applies to any damages caused by LICENSEE's Service Contractors (see Paragraphs 3.4 and 8.4).

In addition, all consumer shows shall strictly adhere to City of Ontario Municipal Code Section 5, Subsection 1.11, Posting in Public Places. The ordinance reads: "*No person shall post, stick, stamp, paint, or otherwise fix, or cause the same to be done by any person, any notice, placard, bill, card, poster, advertisement, or other paper or device calculated to attract the attention of the public to or upon any sidewalk, crosswalk, curb, curbstone, flagstone, or any other portion of part of any public way or public place, or any lamp post or electric light, telegraph, telephone, or trolley line pole, or any railway structure, hydrant, shade tree, or tree box, or upon the piers, columns, trusses, girders, railings, gates, or other parts of any public bridge, viaduct, or other public structure or building, or upon any pole, box, or fixture of the fire alarm or police telegraph system, except such paper or device which may be authorized or required by the laws of the United States, State, or City*". If said Municipal Code is not conformed to, then LICENSEE will be assessed a \$2,500.00 penalty to be collected on behalf of the CITY OF ONTARIO Code enforcement by SMG ONTARIO.

SECTION 5 INDEMNIFICATION; INSURANCE

5.1 Indemnification. LICENSEE shall indemnify, hold harmless and defend the SMG ONTARIO, CITY OF ONTARIO, and their respective members, officers, directors, agents and employees from and against any and all claims, suits, damages, actions, costs, and expenses (including reasonable attorneys' fees) arising out of or connected with, whether directly or indirectly, LICENSEE's operations on or in the Facilities, or the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE, unless the claim or suit arises out of the sole negligence or willful misconduct of the parties to be indemnified, their employees or agents.

5.2 Insurance. Notwithstanding the indemnification requirements of Section 5.1, LICENSEE shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. At a minimum, said insurance coverage shall be in effect from 12:01 a.m. on the first day of the License Period to 11:59 p.m. on the last day of the License Period. In the event the License Period is extended, as provided in this Agreement, then the period of coverage shall be extended to cover the extended License Period. LICENSEE shall deliver certificates of insurance evidencing the following coverage and endorsements on or before the date set forth in the Summary of Basic Terms:

(1) Commercial General Liability policy with coverage as broad as ISO CG0001 in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from LICENSEE's use or occupancy of the Facilities. Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as named additional insureds, to SMG ONTARIO, the CITY OF ONTARIO, to the limit of not less than TWO MILLION DOLLARS (\$2,000,000.00);

(2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 0001) with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of LICENSEE's use of vehicles in connection with this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable; and,

(3) Worker's Compensation Insurance as required by law.

All insurance policies provided by LICENSEE in satisfaction of this Section 5.2, other than Worker's Compensation insurance, shall include the following additional insured endorsement language:

SMG ONTARIO, LLC, ONTARIO CONVENTION CENTER, CITY OF ONTARIO, AND THE MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THESE THREE ENTITIES ARE NAMED AS ADDITIONAL INSURED.

Should any of the above-described policies be cancelled before the expiration date thereof, LICENSEE will promptly provide written notice to the SMG ONTARIO, as soon as LICENSEE becomes aware of the cancellation. If directed by SMG ONTARIO, LICENSEE shall immediately obtain substitute insurance, acceptable to SMG ONTARIO in its sole discretion and evidenced by an appropriate certificate, within ten (10) days of the cancellation, but in no event later than the first (1st) Move-In Date or Start Time. Failure to comply with the insurance requirements herein shall be considered a material breach of this Agreement.

The LICENSEE and SMG ONTARIO agree, and LICENSEE understands that the specified coverage or limits of insurance in no way limits the liability of the LICENSEE. LICENSEE shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Agreement.

5.3 Failure to Provide Proof of Insurance. In the event LICENSEE fails to provide the required certificates of insurance by the due dates, SMG ONTARIO shall have the right to cause policies meeting the requirements of this section to be issued in LICENSEE's name and the premiums for such insurance shall be payable by LICENSEE to SMG ONTARIO as an Ancillary Services Fee in accordance with Section 2.2 of this Agreement.

SECTION 6 BREACH; RIGHT TO CURE; REMEDIES

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, SMG ONTARIO shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by SMG ONTARIO, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or SMG ONTARIO's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety or property damage or waste, SMG ONTARIO shall have the right, without further notice, to invoke any or all of the following remedies:

- (1) Require and retain additional security for LICENSEE at LICENSEE'S expense;
- (2) Terminate this Agreement and revoke the License granted hereunder;
- (3) Enter and take possession of the Licensed Areas and remove all persons and property, without instituting any legal proceedings;
- (4) Withhold all payments made to SMG ONTARIO and apply the same to offset SMG ONTARIO's compensatory or liquidated damages; and,
- (5) Institute legal proceedings to recover damages.

SECTION 7 CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Cancellation; Liquidated Damages. If LICENSEE cancels its Event, its use of some portion of the Licensed Areas, some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in Section 7.2, deposits paid shall be forfeited and applied to offset SMG ONTARIO's Liquidated Damages as provided herein. The LICENSEE and SMG ONTARIO agree that the damages to SMG ONTARIO resulting from cancellation of the Event or any portion of the Licensed Areas or License Periods, or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the LICENSEE and SMG ONTARIO agree that, in the event of cancellation or termination, LICENSEE shall pay to SMG ONTARIO Liquidated Damages in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event Move-In date. LICENSEE agrees to pay the Liquidated Damages to SMG ONTARIO within thirty (30) days of written notice of cancellation.

LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT

<u>Event Move-in Date from Cancellation Date</u>	<u>Amount of Liquidated Damages</u>
24 months or More	25% of License Fee
12 months to 24 months	50% of License Fee
Less than 12 Months	100% of License Fee and any liquidated damages determined by Licensor

7.2 Force Majeure. If the CENTER is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the LICENSEE), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, SMG ONTARIO shall refund to LICENSEE any deposits paid by LICENSEE, less any reasonable costs and expenses which have been incurred by SMG ONTARIO up to the time further performance is excused.

SECTION 8 LICENSEE'S RIGHTS AND OBLIGATIONS

8.1 Inspection. LICENSEE shall have the right to inspect the Facilities and the Licensed Areas prior to executing this agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Areas and to determine damage, if any, resulting from LICENSEE's activities. SMG ONTARIO warrants that the Facilities and Licensed Areas will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

8.2 Compliance with Laws. Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, licensees or invitees to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

8.3 Licenses and Permits. LICENSEE shall obtain any licenses and permits required by federal, state, county, or city laws and shall permit inspection by appropriate agencies or departments.

8.4 Service Contractors. Subject to Section 3, at least sixty (60) days prior to the beginning of License Period, LICENSEE shall submit to SMG ONTARIO a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). SMG ONTARIO may require its approval of certain Service Contractors prior to services being rendered.

8.5 Non-discrimination. LICENSEE acknowledges and understands that SMG ONTARIO has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Areas, neither LICENSEE, nor its agents, employees, exhibitors or contractors, shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of federal, state or local laws.

8.6 Payment of Taxes. LICENSEE acknowledges and understands that state and/or local taxing authorities may impose a tax or other assessment on LICENSEE's use of the Facilities (a possessory use tax) and that LICENSEE shall be solely liable for payment of this, and any other taxes levied on its use of the Facilities.

8.7 Sale of Novelties and Merchandise Notwithstanding. SMG ONTARIO retains exclusive rights with respect to the sale of novelties and merchandise. LICENSEE may distribute or sell items that are specifically germane to the nature or purpose of LICENSEE or its Event, as determined and approved with prior written consent by SMG ONTARIO.

8.8 Complimentary Tickets. Licensee agrees to provide SMG Ontario with 50 complimentary tickets no later than 3 days prior to the start of the event. (Tickets will be given to your Event Manager). These tickets will be distributed by the Executive Management of the CENTER for use by SMG Ontario clients, CITY OF ONTARIO officials, staff and guests.

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

9.1 SMG ONTARIO's Right of Entry and Control. The CENTER, the Facilities, including the Licensed Areas, shall at all times be under the charge and control of SMG ONTARIO, whose duly authorized representatives shall have unfettered access to, and the right to enter, all areas in the Facilities including the Licensed Areas at any time, provided such entry does not interfere with LICENSEE's use. The SMG ONTARIO's duly authorized representatives also shall have the unfettered right to inspect the Licensed Areas at any time to ensure that LICENSEE's use of such areas is in accordance with this Agreement and the rules and policies applicable to the Facilities. In the event that the SMG ONTARIO determines that LICENSEE is violating the Agreement or such Policy, Rules and Regulations (see paragraph 4.1 above), SMG ONTARIO shall have the right to terminate this Agreement in its sole discretion, or alternatively, to require LICENSEE to come into compliance within a period of time to be determined by the SMG ONTARIO in its sole discretion.

9.2 Ejection of Disorderly Persons. All persons associated with LICENSEE's event including but not limited to attendees, guests, exhibitors/vendors, and Service Contractors must adhere to the CENTER's Policy, Rules and Regulations. SMG

ONTARIO shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE'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 ejectment.

9.3 Security Levels. SMG ONTARIO shall be the sole provider of security in the CENTER, loading dock areas and for the facility perimeter. LICENSEE may be required to contract for event security staffing or with the Ontario Police within Licensed Space. SMG ONTARIO shall have the sole right to determine the minimum level of all security required for LICENSEE'S Event. All security and staffing plans must be submitted to the SMG ONTARIO at least sixty (60) days in advance for approval.

SECTION 10 REPRESENTATIONS AND WARRANTIES

SMG ONTARIO and LICENSEE hereby represents and warrants to the other party, and agrees as follows:

- (a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and
- (c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other Party under this Agreement.

SECTION 11 COVENANTS

LICENSEE hereby covenants as follows:

- (a) LICENSEE shall not occupy or use the CENTER except as provided in this Agreement.
- (b) LICENSEE shall comply with all legal requirements which arise in respect of the use of the CENTER, as well as the use and occupation thereof.
- (c) LICENSEE shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the CENTER and its premises. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.
- (d) LICENSEE shall not broadcast by television or radio any Event scheduled to be presented in the CENTER and the Licensed Areas under the terms of this Agreement without the prior written approval of SMG ONTARIO.
- (e) LICENSEE shall not cause or permit food or beverage, beer, wine, or liquors of any kind to be sold, given away, or used upon the CENTER and the Licensed Areas except upon prior written permission of SMG ONTARIO.
- (f) LICENSEE shall not operate any equipment or materials belonging to SMG ONTARIO without the prior written approval of SMG ONTARIO.
- (g) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the CENTER and the Licensed Areas are in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
- (h) LICENSEE shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG ONTARIO.
- (i) LICENSEE shall not engage in the sale and/or distribution of food and/or beverages at the CENTER without the express written consent of SMG ONTARIO.
- (j) LICENSEE shall use the CENTER and its logo (the "Center's Logo") in all advertising controlled by or done on behalf of LICENSEE relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. LICENSEE's right to use the Center's Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG ONTARIO in writing prior to the use thereof. In connection with LICENSEE's use of the Center's Logo as permitted in this Agreement, LICENSEE shall use only the form of the Center's Logo as provided by SMG ONTARIO to LICENSEE in any artwork or other depiction thereof.

12.1 Vacation of Premises. In the event that the Premises or any portion thereof is not vacated by LICENSEE at the end of the periods set forth herein, then SMG ONTARIO shall be and is hereby authorized to move from the Premises, at the expense of the LICENSEE, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and SMG ONTARIO shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and SMG ONTARIO is hereby expressly released from any and all claims for damages. For such additional period between the Term or License Period set forth herein, if any effects of LICENSEE or their exhibitors remain in or on the Premises, SMG ONTARIO shall be entitled to charge the sum per day as damages, as provided in the Summary of Basic Terms.

12.2 Abandoned Equipment and Lost or Misplaced Articles. Any equipment or personal property belonging to LICENSEE or its agents, servants, employees, contractors, invitees, patrons, guests, vendors, which remains in the Facilities or the Licensed Areas after the License Period, shall be deemed abandoned and may be disposed of by SMG ONTARIO at LICENSEE's sole expense. SMG ONTARIO shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

12.3 Non-Exclusive Right. SMG ONTARIO retains the right to use and/or license use of such portions of the CENTER as are not licensed by this Agreement. SMG ONTARIO warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with LICENSEE's enjoyment of the rights granted under this License.

12.4 Advertising. LICENSEE agrees not to allow any advertising media, in advertising the Event for which LICENSEE is granted this License, to imply that SMG ONTARIO is sponsoring such Event or is in fact cosponsored by SMG ONTARIO unless agreed to in writing by SMG ONTARIO. LICENSEE agrees that all advertising of the Event will be honest and true, and will include accurate information. If the Ontario Convention Center's logo, photo and or name are used, prior written approval from SMG ONTARIO must be obtained before final printing.

12.5 Interruption or Termination of the Event. SMG ONTARIO retains the right to cause the interruption of the Event in the interest of public order or safety; and to likewise cause the termination of the Event when, in the sole judgment of SMG ONTARIO, such act is necessary in the interest of public order or safety. LICENSEE hereby waives any claim for damages or compensation should this Agreement be so terminated.

12.6 Applicable Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with California law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the San Bernardino County Superior Court or the Federal District Court for the Central District of California. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the State of California which constitutes sufficient minimum contacts with SMG ONTARIO to permit the Courts of California to assert jurisdiction over LICENSEE in any action brought by SMG ONTARIO.

12.7 Attorneys' Fees. The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys' fees, court costs, in addition to any other similar compensation.

12.8 Delivery of Notices. Subject to any provision to the contrary, any statement, notice, request, demand, consent or approval under this Agreement must be in writing and personally delivered, sent via email, sent by overnight courier service, or sent by United States registered or certified mail, postage prepaid, return receipt requested and shall be deemed to have been given upon the date of personal delivery, the date the email was sent by sender, the next business day following deposit with an overnight courier or five (5) days after deposit in the United States mail, provided that in the case of communications sent by overnight courier service or United States registered or certified mail, the communication is addressed to the respective parties at the following addresses (either party may, by written notice, designate a different address):

To SMG ONTARIO: Ontario Convention Center
2000 E. Convention Center Way Drive
Ontario, California 91764
Attention: Michael K. Krouse, President & CEO

To LICENSEE: At the address set forth in the Summary of Basic Terms

12.9 Partial Invalidity. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

12.10 Assignment; Subletting Licensed Areas. LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Areas or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Areas in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without SMG ONTARIO's prior written consent, shall constitute a material breach of this Agreement.

12.11 Americans with Disabilities Act (ADA). SMG ONTARIO acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and rest room accessibility. LICENSEE 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. No charge shall be made by LICENSEE or the CENTER to any person requiring such aids or services.

12.12 Civil Rights Act. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

12.13 Right to Quiet Enjoyment. SMG ONTARIO warrants that the Licensed Areas shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, SMG ONTARIO shall use its best efforts to mitigate any disruption. In no event, however, will SMG ONTARIO be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. SMG ONTARIO's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Areas because of the interference or disturbance.

12.14 Survival. The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be performed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

12.15 Amendments to Agreement. This Agreement may not be amended or modified except in writing signed by the LICENSEE and SMG ONTARIO; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and SMG ONTARIO agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

12.16 Patent. LICENSEE assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment devices, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and the LICENSEE agrees to indemnify and hold harmless SMG ONTARIO from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the LICENSEE, or its performers or exhibitors in connection with the Agreement and will defend SMG ONTARIO from any such suit or action, whether it be groundless or fraudulent.

12.17 Food Sampling. Free samples are limited to two (2) ounces of non-alcoholic beverage and one (1) ounce of food to comply with code. Exact descriptions of sample and portion size must be submitted to the CENTER for written approval at least 14 days prior to your event. A Department of Health Permit and other permitting may be required.

12.18 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.

12.19 Effective Date of Agreement. The effective date of this Agreement shall be the date it is executed by SMG ONTARIO.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER (CITY OF ONTARIO) OR ANY THIRD PARTY HAS THE AUTHORITY TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGMENT.

SEE ALL PAGES FOR ADDITIONAL TERMS & CONDITIONS, WHICH ARE A PART OF THIS LICENSE AGREEMENT, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE.

APPROVAL OF CONTRACT:

This License Agreement is not binding upon SMG ONTARIO until signed on behalf of SMG ONTARIO. It will be effective on the date that it is executed by SMG ONTARIO.

Timothy Cunning Kiwanis International/California/Nevada/Hawaii District 8360 Red Oak Street Rancho Cucamonga, California 91730 Phone: 909-736-1705/ Email: tim@cnhkiwanis.org	SMG ONTARIO, LLC ONTARIO CONVENTION CENTER 2000 East Convention Center Way Ontario, CA 91764 Phone: 909-937-3000, Fax: 909-937-3855
SIGNATURE:	SIGNATURE:
BY: Timothy Cunning	BY: SHANNON PERRY
TITLE:	TITLE: GENERAL MANAGER
FED. TAX I.D. or SSN#	DATE:
DATE:	

Heather Ford

Special Considerations:

- Ten (10) Complimentary WIFI connections at Registration Desk (max speed: 256k)
- 45% Discount on Electrical service ordered by Show Management
- Twenty-Five (25) Complimentary Stage Panels for General Session
- Twenty-Five (25) Complimentary parking passes with in & out privileges for 25 staff members.
- Meal Function pricing not to exceed \$23.00 inclusive for Breakfast Options
- Meal Function pricing not to exceed \$34.00 inclusive for Lunch Options
- Meal Function pricing not to exceed \$39.00 inclusive for Dinner Options