



2809 NORTH PONTIAC DRIVE
JANESVILLE, WI 53545
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www.Pontiaccc.com

RENTAL AGREEMENT

This RENTAL AGREEMENT entered into as of _____, 20____, between
Pontiac Convention Center (herein known as "PCC") and

_____ as client (the "Client") is for the use of facility space (the Premise) at PCC in Janesville, Wisconsin.

Client Information

Name of Client: _____
Address: _____
City, State and Zip: _____
Phone: (____) _____ (Home) (____) _____ (Other)
Fax: (____) _____ E-Mail: _____
Date of Event: _____ Event: _____
Time of Event: _____ End Time of Event: _____
Room(s) Reserved: _____ Guest Count: _____
Room Rate Quoted: \$ _____ / Minimum Food-Beverage Required: \$ _____
(If Applicable)

Facility Rental Deposit:

50% of Room Rental Quoted Required as Deposit \$ _____
Damage Deposit Amount: \$ 250.00 _____
Total Amount of Deposit: \$ _____
Deposit Received on Date: _____

DEPOSIT / PAYMENT

Payment Type: CASH: _____ CHECK #: _____ Received by: _____

Please make checks payable to: Pontiac Convention Center.

CREDIT CARD #: _____ Expiration: _____ Vcode _ _ _

*CREDIT CARD NUMBER MUST BE PROVIDED TO HOLD FACILITY. CARD INFORMATION
WILL BE KEPT ON FILE ONLY; UNLESS AUTHORIZED BY HOLDER TO MAKE CHARGES.*

1. Rentals; Planning Sheet

PCC agrees to rent to Client the Premises, as described in the Policies and Guidelines attached and made part of the Rental Agreement on the terms and conditions set forth herein (including the Planning Sheet). The Planning Sheet specifies the dates and times on which such rental begins and ends, the type of event for which the Premises will be used (the "Event"), the number of persons who will attend, any and all amenities required during the term of this event and the vendor arrangements including the catering provider. Client hereby agrees to rent the Premises from PCC on the terms and conditions set forth herein (including the Planning Sheet).

2. Deposit, Rent, Expenses

Upon its execution of the Rental Agreement, client has paid to PCC the Facility deposit shown on the Rental Agreement, along with a refundable Damage deposit. Payment in full of the Rental charges and Damage Deposit reserves rental of the Premises pursuant hereto. (Refer to payment schedule below). A CREDIT CARD NUMBER MUST BE PROVIDED TO THE PCC TO BE KEPT ON FILE. CHARGES WILL BE MADE TO THE CARD UPON AUTHORIZATION OF HOLDER ONLY, UNLESS PAYMENT TERMS ARE NOT MET AS PREDETERMINED BY PCC AND CLIENT.

The client and PCC agree that such damage deposit shall be held by PCC and may be applied to property damage to the premises, if any, resulting during the term of this lease or otherwise caused by the Client, his agents, employees, or guests. Nothing in this section shall foreclose PCC from, in addition to withholding the damage deposit, seeking further action to recover damages or deficiencies from Lessee, his agents, employees, or guests for damage to the leased premises. Such damages or deficiencies may include the extent such expenses have not been paid directly by Client, or any other amounts owed by Client hereunder.

Within thirty days after the Termination Date, any remaining balance of the damage deposit will be paid to Client. If the damage deposit is not sufficient to pay such expenses and amounts owed by client, Client will be required to pay the excess expenses and amounts to PCC promptly upon demand.

3. Payment, Payment Schedule

Please make payment payable to Pontiac Convention Center. This includes a damage deposit of \$250.00 in addition to fifty percent of the specified rental charge. The balance of rental charges is due sixty days prior to Event. In order to guarantee the facility rental, PCC must have complete payment in full of these charges. Additional responsibilities for payment are outlined within the Policies and Guidelines and are due two days (48 hours) prior to event.

4. Maintenance; Client Property; No Warranty

During the term of rental, Client agrees to maintain the Premises free of any damage resulting from the Event. The set-up period of the Event begins at the Commencement Time specified in the Planning Sheet, not before. Set-up arrangements and diagrams will be made with a PCC Representative at least four weeks (28 days) prior to the event. Client will clean and vacate the Premise and remove all equipment property of Client and its vendors promptly by the Termination Time stipulated in the Planning Sheet. Compliance with the foregoing time schedule will be strictly required, and Client's failures to do so will result, at a minimum, in additional rent payable by the Client but will not result in an extension of Term hereof. Notwithstanding any other provision hereof, PCC will not be responsible for Client Property and PCC makes no representation or warranty, express or implied, as to the Premises or any buildings, equipment, roads, easements, improvements or fixtures thereon, except that PCC is authorized to rent the Premises to Client pursuant hereto.

5. Arrangements

All arrangements for the Event, including catering, music, transportation and numbers of occupants during the Event, as set forth in the Planning Sheet, will be strictly adhered to by the Client. Client will maintain the facilities and parking lot as they were at the beginning of the event. No additional vendors and/or increase in number of occupants, whatsoever, will be allowed to the contract, except with the prior written consent of a PCC Representative. The

Client will pay all costs of the Event, including those for vendors. The Client will also provide a copy of all Vendor Agreements between Client and Vendors four weeks (28 days) prior to the Event for approval by PCC.

6. Indemnity

Client shall indemnify PCC and hold it harmless for all expenses, liability and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity or arising out of (1) a failure of Client to perform any term or condition of this lease; (2) any injury or damage happening on or about the premises; (3) a failure of Client to comply with any law of any governmental authority; (4) any third party agreements or contracts to provide goods or services for the direct or indirect benefit of the Client; or (5) any other circumstance or condition not resulting as a result of the negligence or intentional act of PCC, its agents and employees.

7. Ticket Sales; Publicity

If tickets are to be sold to the Event, all ticket sales for the Event will be made by special arrangements with prior written approval of a PCC Representative. PCC shall have no responsibility to publicize or sell tickets for the Event. There will be no announcement by the Client of the Event in the newspapers, or the radio or in other media without the prior written approval of a PCC Representative. Client agrees to present to the PCC Representative for review and approval all publicity for the Event prior to their distribution. In no case shall Client use the PCC name and logo, except with written approval.

8. Sales

Persons or entities acting for or through client without the advance consent of a PCC Representative shall sell nothing on Premises by Client. If it is allowed, however, such sales shall be subject to collection of all applicable sales taxes and payment of all applicable sales taxes will be the responsibility of the Client.

9. Review

Client agrees to provide a review of arrangements for its Event to a PCC Representative no later than four weeks (28 days) prior to the Event.

10. Relationship

This Rental Agreement shall not be construed as creating a partnership or any other kind of joint undertaking or venture between the parties, or give to either party any interest in the property of the other or authorization to act on its behalf, except to the extent expressly provided herein. Each party will be solely responsible for its own agents, servants and employees and will pay their compensation and any other applicable worker's compensation, unemployment or other taxes or governmental impositions with respect thereto.

11. Compliance with Laws

Client shall comply with all laws, ordinances, regulations and orders of governmental authorities while using the Premises, including without limitation those applicable to sale or use of alcoholic beverages, noise, parking and transportation. PCC in its sole discretion may cease serving any person on the Premises during an Event and eject any person causing a disturbance. Failures to comply with such laws, ordinances, regulations, orders and policies may lead to the termination of Client's Event. This Rental Agreement shall be executed, construed, performed and enforced in accordance with the laws of Wisconsin.

12. No Assignment

Neither this Rental Agreement nor the Premises shall be assigned, sublet, or otherwise transferred by Client, in whole or in part, by operation of law or otherwise, without the prior written consent of PCC, which may be withheld in its sole discretion.

13. Force Majeure

If the terms of this Rental Agreement cannot be met by either party due to events within their individual control, the affected party may be given written notice thereof to the other party and thereby be relieved of its obligations hereunder, and there shall be no resulting claim for

damages by either party against the other. However, PCC assumes no responsibility for events outside its control, including with limitation, "acts of God", inclement weather, fire, the acts or regulations of governmental agencies or public authorities or labor unions, labor difficulties, lockout, strict, civil disobedience, war, riot, blackout, fuel or power shortage, air raid alarm, air raid, act of public enemy, epidemic, interruption or delay in transportation or electrical or other utility service. Termination of a marriage, engagement, or similar reason for holding an event does not cancel the agreement; rather it must follow the Cancellation Policy described within.

14. Cancellation Policy

Refunds in the amount of contract (per Planning Sheet) less a 25% processing fee will be issued if the event is cancelled with more that six months notice in advance of the Event. If the Event is cancelled with less that six months notice, all fees are forfeited.

15. Applicable Law

This Rental Agreement shall be executed, construed, performed and enforced in accordance with the laws of Wisconsin.

16. Entire Agreement

This Rental Agreement (including Planning Sheet) sets forth the entire understanding of the parties regarding the subject matter hereof and supersedes all prior agreements. Changes can be made only by mutual written agreement of both parties.

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be executed by their respective officers or representatives thereto duly authorized, as of the date first written above.

I, the undersigned client of PCC have read this contract completely and understand it fully. I agree that it is my responsibility to be aware of the terms of this contract, and will not hold PCC liable for any items addressed within this contract.

I, the undersigned client of PCC have been given the PCC policies and guidelines as part of my rental agreement.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

CLIENT

PCC, INCORPORATED

This Rental Agreement consists of four pages in its entirety. It is advised that the Policies and Guidelines attached be reviewed prior to signing this contract.

6/01/2008

Pontiac Convention Center POLICIES AND GUIDELINES

Please read this information before signing a contract

Reservation and Contract Details

1. The PCC reserves events in the Pontiac Convention Center no more than 18 months in advance. Inquiries are welcome beyond this time on a first come-first reserve basis.
2. Facility reservations are guaranteed by half of full rental charge (including specified damage deposit) with a signed contract. Final payment to be received within sixty days of the event.
3. Room rental charges will vary depending upon the room selection and day of the week. Please insure that this is clarified within your rental agreement. Advance bookings of more than a year may incur an increase to the fees (this will be indicated within your rental agreement) not to exceed 10% of quoted rate.
4. All room assignments are based upon anticipated number of guests. Relocating an event may sometimes be required. Please be assured it will only happen when absolutely necessary.
5. Tentative bookings will not be held longer than two weeks without a deposit. If the deposit is not received within this two-week period the space will be released. If a request is made for the same space and date before your deposit is received you will be notified and have first right to secure your booking with your deposit (must be received within 48 hours of notification).
6. A bridal changing area may be provided at an additional fee. (Refer to Amenities). Reservation of a bridal changing area must be part of the signed contract to guarantee space available.
7. It will be necessary to meet with the Director of Events four weeks (28 days) prior to reserved date to review specifics required for your Event.
8. A PCC employee will be on duty during your event. In the event that alcohol is served, bartenders will be PCC employees or contracted by PCC. Events shall be completed and cleaned up by the end of the reserved rental time, unless prior approval is received from Director of Events. Strictly adhere to reserved time schedules or your security deposit may be sacrificed.

Payments, Deposits and Damages

9. For events with a required minimum food/beverage purchase, an additional amount of 50% of required minimum must be received with final rental payment sixty days prior to event. This additional deposit will be held and applied to final invoice at conclusion of event. Minimum food and beverage expenditure applies to Saturday rentals only. (Current minimums are Full facility \$6000.00; Baby Grand \$4000.00; Regal \$3000.00).
10. For events with the required minimum food/beverage purchase, final payment of remaining required minimum is due forty-eight hours prior to event.
11. All charges (this includes any charges above and beyond the minimum) must be paid within forty-eight hours of event. This amount will be determined using your guaranteed guest count and will also include payment for any beverages, rentals or technology ordered for your event.
12. Prior arrangements must be made for invoicing. We must have a purchase order on file.
13. Room rental charges are subject to state, county and local sales tax,
14. Acceptable forms of payment include cash, check or credit card.
15. All deposits are non-refundable in the event of a cancellation less than six months prior to event. Changing the date of a function is the equivalent of a cancellation, unless otherwise noted.
16. In addition to property damage, all or a portion of the security deposit may be retained for, but not limited to, the following:
 - a. Cleaning debris such as cigarette butts, tableware, bows and ribbons, non biodegradable decorations, etc. from the facility
 - b. Smoking in the facility.
 - c. Excessive cleaning by PCC staff after the event of items such as glitter, wax, food, general garbage, etc. within the facility. This includes bridal changing rooms, kitchen, bathrooms and any other space used during the event.Any damages that exceed the amount of security deposit specified will be billed to client on rental agreement.

Facility Usage

17. Please maintain volume on any musical/sound equipment at a low enough level so as not to interfere with the enjoyment of the Facility by others.
18. Smoking is prohibited in any of PCC Facilities. Smoking allowed only in designated areas outdoors and butts require proper disposal. The need for PCC staff to clean cigarette butts on the grounds after an event will be grounds for keeping a portion of the security deposit.
19. The use of nails, tacks, screws, tape or the like, to fasten materials to walls, doors, ceilings, and other structures is prohibited. Please discuss decorating needs with the Director of Events.

20. For the convenience of all, driveways must be kept free of vehicles at all times.
21. In compliance with local fire codes, our maximum room occupancy may not exceed the room limitations and required seating for each person. Tables or chairs cannot be moved blocking aisles or fire exits.
22. Alcoholic beverages are prohibited on the exterior of PCC. Cleaning of debris such as cups, etc., carried into the parking lot from the facility may cause a loss of a portion of the security deposit.
23. Open flame candles are not allowed on the premises. Votive candles in glass containers are acceptable. Please discuss with the Director of Events.
24. If a guest of your event pulls one of PCC's fire alarms and there is not fire, you will be billed \$250 per pull.
25. Dance floor is available.
26. Events which have live music, D.J. music, or other entertainment, must conclude at 12:30 a.m. sharp. All guests of scheduled events must be out of the building by 1:00 a.m. The building is closed at 1:00 a.m. regardless of bar time. At the discretion of PCC staff, PCC reserves the right to deny the planned performance of any D.J., live band, musician/entertainer with whom we have experienced or anticipate problems.

Caterers and Vendors

27. All catered events must use a caterer from PCC's approved caterers list, unless other arrangements have been made with the Director of Events. PCC has requested that all caterers add on a 15% commission charge to all PCC catered events, before tax and gratuity. All approved caterers have agreed to add this charge and reimburse PCC.
28. Contracts with menu selections from caterers and other vendors must be supplied to PCC one week prior to the scheduled event date. Guarantees of guest counts supplied to caterers/vendors must be supplied to PCC from caterer/vendor upon receipt of guarantee.
29. Tableware and linens may be provided by contracted caterer. PCC will provide tables and chairs. Limited tableware and linen is available through PCC for an additional charge (Refer to the List of Amenities found at www.pontiacc.com).
30. No unauthorized food or beverage will be permitted on our premises. There will be a \$25.00 surcharge per item for unauthorized food or beverages. Wedding Cakes do not require our prior approval. We require that you use a certified baker for wedding or special occasion cakes.
31. All beverage service is arranged through PCC and includes a 15% service charge and 5.5% sales tax. Under no circumstances may any alcohol be brought on to PCC property or it may require keeping all or part of the security deposit.
32. For all events where alcohol is served, and the number of guests exceeds 200, there will be a security guard on duty from 9:00 p.m. and 1:00 a.m. the evening of your event. Contracts for clients paying full price for the facilities will include this service in the rental price; discounted rental contracts may require adding a fee for this service.
33. For events with food and beverage exceeding 200 people, a cleaning service will be employed. Contracts for clients paying full price for the facilities will include this service in the rental price; discounted rental contracts may require adding a fee for this service.
34. Client and client vendors are responsible for cleaning the facilities to the condition they were in at the start of the event; additional cleaning required by PCC may require keeping all or part of the security deposit. Client is responsible for inadequate cleaning by the vendors.
35. PCC staff or contracted bartenders reserve the rights to refuse beverage service to guests.
36. It is PCC House Policy to not serve minors alcohol. Irregardless of whether they are accompanied by a parent or legal guardian. We feel it is for the best interest of all involved and will strictly enforce this policy.

Miscellaneous

37. PCC has several A-V related items available for you to use with additional fees. (Refer to our listing of Technology available at www.pontiacc.com). Please make arrangements for items needed three days prior to your event. PCC will not assume responsibility for the loss or damage to any merchandise or articles left in our facilities prior to, during, or following any function.
38. PCC reserves the right to make changes in all policy and contract content or application as deemed appropriate with or without prior notice reprinted or substituted with current agreements. The client will still be financially responsible for any fee-based services added after the contract is signed. PCC reserves the right to make corrections to clerical or calculation errors.