RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following special events agreement for space in the El Paso Museum of Art. Licensee is requesting permission to serve alcohol in the premises.

Event:	Seminar and Reception
Licensee:	Wells Fargo Bank NA
Date:	October 15, 2004
Time:	3:00 p.m. - 8:00 p.m.
Area(s):	El Paso Energy Auditorium and the Patricia and Jonathan Rogers Grand Lobby
Charge for Space:	$1,000.00
Charge for Staff (est.):	$280.00
Charge for Insurance:	$48.00

ADOPTED this 12th day of October 2004.

CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:

Becky Duval Reese, Director
El Paso Museum of Art

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SPECIAL EVENTS AGREEMENT

This Special Events Agreement is made and entered into on this 12th day of October 2004, by and between the City of El Paso, hereinafter called "City", and *Wells Fargo Bank NA*, hereinafter called "Licensee."

WITNESSETH:

WHEREAS, Licensee desires use of space in the City of El Paso Museum of Art, hereinafter called "Museum," for *a seminar and reception*,

NOW, THEREFORE, City and the Licensee do hereby agree as follows:

1. **PROPERTY:** City, in return for the consideration described herein and the covenants set out herein to be kept by Licensee, does hereby license to Licensee use of the following described property and premises:

> The *El Paso Energy Auditorium and the Patricia and Jonathan Rogers Grand Lobby* located on the Museum first floor which includes the adjacent areas within the structure and access to the bathroom facilities.

2. **LICENSEE FEE:** The fee for this use shall be *$1,000.00.* The rental fee shall be paid to the Museum Department of the City of El Paso not less than 48 hours prior to the use of the Museum. Failure to make such payment will result in cancellation of this Agreement.

3. **TERM OF THE RENTAL AGREEMENT:** The term of this Agreement shall be from 3*:00 p.m. to 8:00 p.m., October 15, 2004*.

4. **TERMS AND CONDITIONS:**

A. Licensee agrees to keep the premises in good repair and condition during the event for which this license is granted, including setup and removal of equipment.

B. Food or other refreshments will be allowed within the reception area only. If food is to be served it must be catered. Use of any type of fire or flame is prohibited. Licensee

agrees that it will comply with all applicable federal, state and local laws while using the Museum pursuant to this Agreement. No smoking will be permitted within the Museum as required by Chapter 9.50 of the El Paso Municipal Code. Violators will be reported to the Fire Department or Police Department for enforcement. Licensee is hereby granted permission to serve alcoholic beverages as a part of the event.

C. The City will provide security guard and event staff service during the scheduled activity and during any time period in which equipment connected with the event is set up, taken down and removed and Licensee shall pay the cost thereof at the then-current City rates, which shall be in addition to the rental fee. The cost for guard and event staff is estimated to be *$280.00*. Payment is due upon receipt of bill. All furniture and equipment furnished by Licensee for the activity shall be removed not later *than 9:00 p.m., October 15, 2004*. Licensee will ensure that no sliding or dragging of furniture or equipment across the floor is allowed. Items with casters may be allowed to be rolled across the floor provided Museum staff approves. It is expressly understood and agreed that the cost of any damage to the floor caused by such sliding of equipment or furniture will be reimbursed by Licensee. It is understood and agreed that, by order of the Fire Marshal, the number of attendees may not exceed five hundred (500), unless the Fire Marshal grants an exception under such conditions as prescribed by the Fire Marshal. It is further understood and agreed that if the number of people present during the event exceeds five hundred (500) or such other number authorized by the Fire Marshal or if Licensee violates any condition imposed by the Fire Marshal, he will order the event to be terminated and order all attendees to leave the Museum. Licensee agrees that it will ensure compliance with any such order of the Fire Marshal or any other lawful order of the Fire Marshal or security guards relating to fire or other matters of safety. Licensee agrees to pay directly to the Fire Department any fees or charges for the attendance of Fire Inspectors in the event required by the Fire Marshal. Such

fees or charges shall be in addition to rental fees and charges paid to the Museum, as provided for in this Agreement.

D. Licensee agrees to provide liability insurance coverage in no less than the following amounts: $250,000 per individual per occurrence for personal injury; $500,000 per occurrence for personal injury for more than one person; $100,000 for property damage (including damage to the rented premises) for the term of the Rental Agreement. Licensee agrees to obtain an insurance policy which includes the City, as owner of the premises used to conduct the event, as an additional named insured. A copy of the insurance policy, or certificate, issued by an insurance company authorized and licensed to do business in the State of Texas and reflecting the coverage required by the Agreement, shall be furnished to the Museum Department of the City of El Paso not less than forty-eight (48) hours prior to the use of the Museum, as agreed to in this Agreement.

It is understood and agreed that failure to provide the required evidence of insurance coverage shall preclude use of the Museum. Licensee does hereby state and warrant that any entity providing services to Licensee fully complies with all workers' compensation requirements in the State of Texas. As an alternative to providing the insurance coverage described above, Licensee may, at its option, elect to be covered by liability insurance obtained by the City for events at the Museum by paying to the City the prorated share of the premium for such insurance. Such prorated premium shall be at the following rates: events with fewer than 150 attendees -- $48.00 per day; events with 151-500 attendees -- $80.00 per day. Coverage for an additional named insured, if requested, will require an additional fee of $50.00 each. In the event Licensee elects to obtain the City-provided coverage, payment shall be made with, and in addition to, the fee described in Section 2, above.

E. Additionally, Licensee agrees to provide liability insurance coverage for serving alcohol, in an amount no less than $1,000,000.00 for the term of the Rental Agreement. Licensee agrees to obtain an insurance policy which includes the City as an additional named insured. A copy of the insurance policy, or certificate, issued by and insurance company authorized an licensed to do business in the State of Texas and reflecting the coverage required by this Agreement, shall be furnished to the Museum Department of the City of El Paso not less than forty-eight (48) hours prior to the use of the Museum, as agreed to in this Agreement.

F. LICENSEE AGREES TO INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO PROPERTY OR CLAIMS FOR PERSONAL INJURY OR DEATH ARISING OUT OF OR RELATING IN ANY WAY TO THE OCCUPANCY OR USE OF THE MUSEUM BY LICENSEE. Licensee further agrees that it will reimburse the City for any damage to the area in the Museum covered by this Agreement, except for normal wear and tear.

G. This Agreement shall be effective as of the date the City delivers this Agreement to Licensee. All proposals, negotiations, notices and representations with reference to matters covered by this Agreement are merged in this instrument, and no amendment or modification thereof shall be valid unless evidence in writing is signed by both parties. Admission to the Museum for the activities covered by this Agreement shall not be denied to any person described in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

H. The person signing this Agreement on behalf of the Licensee warrants that he/she has the authority to do so and to bind the Licensee to this Agreement and all the Terms and Conditions contained herein.

WITNESS THE FOLLOWING SIGNATURES AND SEAL as of the day and year first written above.

CITY OF EL PASO

_____
Joe Wardy, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

LICENSEE: Wells Fargo Bank NA

_____
Linda Reynolds,
Vice President/Event Manager

APPROVED AS TO FORM:

_____
John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Becky Duval Reese, Director
El Paso Museum of Art