

VENUE RENTAL AGREEMENT

This Venue Use Agreement (“Agreement”) is made by and between The City of Dalton (“Owner”) and the Republican National Committee (“RNC”) and execute as of the date signed by both parties.

WHEREAS, Owner is willing to rent to RNC and RNC desires to rent from Owner, the Owner’s facilities and grounds, as approved by Owner, located at 4483 Airport Road, Dalton, GA 30721 (“Premises”) for the purpose of RNC holding a campaign event (“Event”), on the terms and conditions set forth herein.

The Agreement is made subject to the following terms and conditions:

RENTAL

Owner shall make Premises exclusively available to RNC from 9:00 AM on January 2, 2021, to 10:00 PM on January 4, 2021 (“Rental Period”). RNC shall have access to and use of Premises during Rental Period. During Rental Period, Premises shall be used for set-up and build-out, press load-in, security sweep, guest “doors open” time, Event, and break-down. Owner recognizes that Event will be held on January 4, 2021, during which press, invitees and other members of the public will attend Event in Premises. RNC’s production team is responsible for setting up non-pre-existing staging, lighting, seating, tables, etc. as needed for Event at RNC’s expense.

RENT

RNC agrees to pay Owner the sum of Seven Thousand Five Hundred Dollars (**\$7,500**) (“Rental Fee”) to rent Premises for the Rental Period. *Owner represents that such sum constitutes fair market value* of the use of exclusive space and shall include access to the basic utilities of the Premises, costs associated with moving incidentals within the Premises to prepare areas for the Event, and all costs associated with operating the Premises during the Rental Period. The Rental Fee shall be paid by RNC to Owner, due on or before Dec 31, 2021. The facility and grounds must be returned to the condition as it was prior to the rental period to include clean up and removal of all outside equipment (porta-potties, seating, vehicles, and other equipment.) There will be a daily charge of \$2500 after January 4 for any equipment remaining on the premises.

INSURANCE

RNC agrees to keep in full force and effect a comprehensive general liability insurance policy, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000.00). RNC shall provide a certificate of insurance evidencing such coverage to Owner prior to rental period and add Owner as additional insureds on such certificate, each upon request from Owner.

LIABILITY

RNC assumes all risk and liability for personal injury, bodily injury, and property damage incurred as a direct or indirect result of the negligence of RNC, its employees and agents. Owner assumes all risk and liability for personal injury, bodily injury, including but not limited to sickness or injury related to the consumption of food provided by Owner, and property damage incurred as a direct or indirect result of the negligence of Owner, Owner’s employees and agents.

EVENT SECURITY

Owner acknowledges and agrees that the Event may feature the President of the United States, Vice President of the United States and/or others under the protection of U.S. Secret Service, and that Secret Service may operate in connection with the Event and have sole and direct responsibility for independently coordinating any law enforcement services necessary for the Event. Owner further recognizes that Secret Service is a federal government law enforcement agency and RNC, a private campaign committee, has no affiliation with or control over Secret Service's actions in connection with the Event. As such, no law enforcement or related costs in connection with the Event will be the responsibility of RNC or Owner, and no such costs will be coordinated or incurred by Owner, charged through Owner to RNC, or otherwise be reimbursable expenses in connection with this Agreement. Notwithstanding the foregoing, RNC may, as necessary, separately provide private security contractors at RNC's own expense to operate in conjunction with the Event. Owner agrees to cooperate with the Secret Service and RNC's private security contractors, as the case may be. During the Event, access credentials will be issued only by the RNC at RNC's sole discretion.

MERCHANDISE

RNC shall have the right to sell novelties and souvenirs related to the Event in the Premises.

CONFIDENTIALITY/NON-DISCLOSURE

Owner understands that Owner may come into the possession of confidential information that pertains to RNC's business, including but not limited to, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions, samples, models, lists, strategies and procedures. Owner acknowledges that any and all of the foregoing, along with any and all other information provided to, generated by, or otherwise becoming known to Owner in connection with or incident to this Contract, is privileged and confidential information in any form, and Owner further agrees not to retain, duplicate, distribute, or otherwise use any such information, in any manner, or for any purpose. Owner agrees that confidential information will not be willfully or negligently divulged or made accessible to any third party. Confidential information as described above is the exclusive property of RNC and will be immediately returned to RNC upon RNC's request or upon termination of this Contract or at the conclusion of the Rental Period.

RNC and Owner agree not to disclose the negotiations, terms, or existence of the Agreement to any third-party, through any medium, until such time as RNC has formally announced the scheduling of the Event on RNC's website, <https://gop.com/> or <https://trumpvictory.com.>, except as may be required by the Georgia Open Records Act.

ASSIGNMENT

This Agreement may be assigned by the RNC, at its sole and absolute discretion, at any time after the execution hereof. The RNC shall give written notice to the Owner of any such assignment of the Agreement as contemplated herein. Owner shall not assign this Agreement, nor any of Owner's rights or obligations hereunder, to any third party without the prior written consent of the RNC (which consent may be granted or withheld in the sole discretion of the RNC).

CANCELLATION/ATTRITION

In the event of cancellation or attrition by RNC, Owner agrees to undertake reasonable sales efforts to resell the cancelled function space. If Owner resells all or part of the cancelled function space, the amount owed by RNC pursuant to this Paragraph shall be reduced in an amount equal to the revenue received by Owner from such resale, including revenues from the sale of food and beverages.

Notwithstanding the foregoing, Owner acknowledges that the Event may involve the President of the United States of America, and that RNC therefore may be forced to cancel or postpone the Event at any time, upon prompt notice to Owner, due to obligations in relation to a pending or occurred national emergency or other crisis (including natural disasters) beyond the control of RNC. In such case, RNC's cancellation will not be deemed a breach of this Agreement, and no obligation, performance, or payment contemplated under this agreement, will be owed by either party and any payments shall be reimbursed to RNC. RNC, however, shall reimburse Owner for any costs incurred by Owner in connection with the Event as of the cancellation date.

FAIR MARKET VALUE

Owner represents the amount paid by RNC to Owner pursuant to the terms of the Contract constitutes fair market value of the goods and/or services provided. Additionally, Owner represents and warrants: (1) Owner customarily makes the space available to civic and community groups; (2) Owner makes the space available to other candidates upon request; and (3) Owner makes the space available to candidates on the same terms given to other groups/organizations.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Owner represents and warrants that the information provided to RNC on the Form W-9 ("Request for Taxpayer Identification Number and Certification") is true and accurate.

LIMITATION OF LIABILITY

Owner will look only to the assets of the RNC, an unincorporated association, for payment of any obligation that may become due from the RNC. No member, officer, employee, or agent of the RNC or of any committee thereof shall be liable for any such obligation.

FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure in the performance of such party's obligations under this Contract or otherwise if such delay or failure arises from any cause or causes beyond the control of such party including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, explosives, riots, regulations or orders by the government, or subdivision thereof.

NOTICES

Notice addresses for Owner and RNC are as follows:

The City of Dalton
PO Box 1205
Dalton, GA 30722
awiersma@daltonga.gov

Republican National Committee
c/o Private Jet Services Group
5 Batchelder Road
Seabrook, NH 03874

mike.klemm@pjsgroup.com

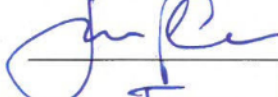
ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties, and shall not be amended except in writing signed by both parties.

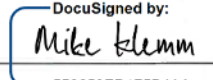
* * *

Authorized representatives of the parties have caused this Agreement to be executed by signing below.

For Owner: Dalton Municipal Airport

By: 
Printed Name: Jason Parker
Title: City Administrator
Date: 12-14-20

For Republican National Committee:

By: 
Printed Name: Mike Klemm
Title: As agent for RNC
Date: 12/28/2020