

**CITY OF SAN ANTONIO
SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CONVENTION FACILITIES
HENRY B. GONZALEZ CONVENTION CENTER, LILA COCKRELL THEATRE**

«Account_Legal_Name»
«Account_Address_Line_1» «Account_Address_Line_2»
«Account_City», «Account_State» «Account_Postal_Code»

NO. «Event_Id»
FILE# «Event_Search»

This License Agreement (“*LICENSE*”) is made and entered into by and between the City of San Antonio (“*CITY*”) a municipal corporation of the State of Texas, acting by and through its Director of Convention & Sports Facilities, (“*DIRECTOR*”) and «Account_Legal_Name», hereinafter called *LICENSEE*, for the following express purposes and conditions, all of which the *LICENSEE* hereby covenants and agrees with *CITY* to keep and perform:

I. PAYMENT TO CITY AND GRANT AND TERM OF LICENSE

1.1 That *CITY*, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by *LICENSEE*, does hereby agree to furnish certain space, hereinafter called *LICENSED PREMISES*, located in the San Antonio Convention Facilities, City of San Antonio, Bexar County, Texas, as designated below, and *LICENSEE* agrees as consideration hereof and as payment for the right herein granted to use the *LICENSED PREMISES* to pay *CITY* as follows:

Commencement Date/Time
«Event_Move_In_Date» – «Event_Move_Out_Date»
«Event_Move_In_Time» – «Event_Move_Out_Time»

Licensed Premises
See Addendum I for Space Usage

Payment Schedule:

<u>Estimated Minimum Total</u>	<u>Deposit Due w/ Signed Contract</u>	<u>Final Deposit Due</u>
\$ _____ (manually fill)	\$ _____ (manually fill)	\$ _____ (manually fill) (180 days prior to move-in)

1.2 *LICENSEE* further agrees to pay to *CITY* on demand any and all undisputed sums which may be due *CITY* for additional services, accommodations or materials as may be requested by *LICENSEE* in writing as provided in Article II entitled “*ADDITIONAL SERVICES*.” Total balance owed for additional rents and/or additional services is due 30 days after the final day of the event. The highest legal rate of interest in Texas will be assessed to any unpaid balance after the due date.

1.3 The amounts above are based on rates approved by *CITY* Ordinance #88946 as amended by subsequent Ordinances.

II. ADDITIONAL SERVICES

2.1 Should *LICENSEE* require additional services, accommodations or materials other than those ordinarily provided for the *LICENSED PREMISES*, which the *DIRECTOR* or *DIRECTOR*'s designee agrees could be provided by *CITY*, such as special set-ups or special labor requests, and *LICENSEE* desires *CITY* to provide those services, *LICENSEE* shall make a written request for said services no later than 60 days prior to the Commencement Date. *LICENSEE* agrees to pay on demand any and all undisputed sums which may be due *CITY* for said additional services. Such payment shall be made to *CITY* at the office of the Director of Convention & Sports Facilities, P.O. Box 1809, San Antonio, TX, 78296. Total balance owed for additional services is due 30 days after the final day of the event. The maximum legal interest rate allowed by Texas Law will be assessed to any unpaid balance after the due date.

III. RELEASE OF SPACE

3.1 Should *LICENSEE* release all or any portion of the *LICENSED PREMISES* described herein, *LICENSEE* will forfeit all payment made on the released space, unless the released space is re-booked to another party. After receiving written notice by *LICENSEE* of its intent to release space, *CITY* shall place the released space into its inventory and make such space available for booking for another event.

IV. USE OF LICENSED PROPERTY AND EQUIPMENT

4.1 *CITY* warrants that the *LICENSED PREMISES* shall be free from material interference and shall take any necessary steps to halt any material interference during *LICENSEE*'s use of the *LICENSED PREMISES*. *CITY* shall notify *LICENSEE* of any construction or remodeling to be performed in the *LICENSED PREMISES* immediately prior to or over the licensed period. Should construction or remodeling be mutually determined to materially interfere with *LICENSEE*'s use of the *LICENSED PREMISES*, *LICENSEE* may terminate this Agreement without liability with written notice to *CITY* as long as such notice is taken within 30 days of *LICENSEE*'s receipt of notice of construction or remodeling.

4.2 The *LICENSED PREMISES* and equipment shall be used for the purpose of «Event Legal Name» and for no other purpose without the prior written consent of *CITY*. *CITY* reserves the right to review the intended use of the *LICENSED PREMISES*. The *LICENSEE* may not use the *LICENSED PREMISES* for any purpose other than that specifically agreed to by *CITY*.

4.3 *LICENSEE* understands that *CITY* has sole control of all concession rights as reserved in Article 4.14 hereof, and that NO FOOD OR BEVERAGE, WITH OR WITHOUT CHARGE, SAMPLES OR OTHERWISE, MAY BE SERVED OR DISTRIBUTED BY *LICENSEE* WITHOUT THE PRIOR WRITTEN CONSENT OF *CITY*. FURTHER, *LICENSEE* WILL NOT ALLOW ANY ATTENDEE TO BRING IN FOOD OR BEVERAGE for group distribution or resale.

4.4 PERSONNEL AND EXCLUSIVE SERVICES. *LICENSEE* shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the San Antonio Convention Facilities including, but not limited to, tickets sellers, ticket takers, ushers, registration personnel, security guards, paramedics, spotlight operators, sound system technicians, plumbers, electricians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of *LICENSEE*. San Antonio Convention Facilities have exclusive contracts for various services more fully described in Addendum II attached hereto and made a part of this *LICENSE*. Licensee may utilize a supplier of its choice for services or rentals for which the City has no exclusive providers. *LICENSEE* agrees that each person employed by *LICENSEE* to provide services in the San Antonio Convention Facilities will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. *LICENSEE* agrees to replace any such employee failing to do so upon notice by *DIRECTOR*.

4.5 CONTROL OF BUILDING. In furnishing the *LICENSED PREMISES*, *CITY* reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises.

4.6 EXHIBITS AND PROPERTY OF LICENSEE. All exhibits shall be removed from the exhibit area of the *LICENSED PREMISES* on or before NA o'clock, NA, on the NA day of NA, NA. All property of *LICENSEE* shall be removed from the *LICENSED PREMISES* on or before NA o'clock, NA, on the NA day of NA, NA. In the event that the above stated area is not vacated by *LICENSEE* on the date above named, *CITY* is hereby authorized to remove from said area and to store at the expense of *LICENSEE* all personal property of any and all kinds and description which may then be occupying the *LICENSED PREMISES*. *CITY* shall not be liable for any damages to or loss of such personal property which may be sustained due to such removal or resulting from the place to which it may be removed. *CITY* is hereby expressly released from any and all claims for any damages of whatever kind or nature.

4.7 REMOVAL OF INSTALLATIONS. In the event platforms, staging or other structures are erected by *LICENSEE* or any of the exhibitors in any portion of the building, the expense of such erection and removal shall be paid for by *LICENSEE*.

4.8 ALTERATIONS. *LICENSEE* will not cause or permit any nails or any other things to be driven into any portion of the San Antonio Convention Facilities, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the *LICENSED PREMISES* or furnishing or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the San Antonio Convention Facilities or the furnishings thereof. TAPE OR OTHER ADHESIVE MATERIALS MAY NOT BE APPLIED TO WALLS OR OTHER SURFACES OF THE LICENSED PREMISES WITHOUT THE PRIOR APPROVAL OF *DIRECTOR*. ALL PRODUCTS OR BALLOONS THAT COULD RISE TO THE CEILING BECAUSE OF THE PRODUCT'S PHYSICAL PROPERTIES ARE PROHIBITED ALONG WITH DECORATIONS OR ITEMS THAT CREATE A SUBSTANTIAL RISK OF DAMAGE OR EXCESSIVE LITTER. *LICENSEE* will pay the costs of repairing any damages which may be done to the *LICENSED PREMISES* or any of the fixtures, furniture or furnishings thereof by an act of *LICENSEE* or any of *LICENSEE*'S employees or agents or anyone visiting the *LICENSED PREMISES* upon the invitation of *LICENSEE*, including the patrons of the event of *LICENSEE*. *DIRECTOR* shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of *LICENSE*, *LICENSEE* is to be held responsible.

4.9 SEATING CAPACITY. In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated capacity as determined by the City's Fire Marshall.

4.10 AISLES AND ALL ACCESS CLEAR. *LICENSEE* will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits, or passageways and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or access to public utilities of said building shall be obstructed by *LICENSEE* or used for any purpose other than for ingress and egress to and from the *LICENSED PREMISES*.

4.11 RESPONSIBILITY FOR DAMAGE. If said *LICENSED PREMISES*, or any portion of said building, during the term of this *LICENSE* shall be damaged by the act, default or negligence of *LICENSEE*, or of *LICENSEE*'S agent, employees, patrons, guests, or any person admitted to the said *LICENSED PREMISES* by *LICENSEE*, *LICENSEE* will pay to *CITY*, upon demand, such sum as shall be necessary to restore said *LICENSED PREMISES* to its present condition. *LICENSEE* hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said *LICENSED PREMISES*, or to any portion of said building with the consent of *LICENSEE*'s employees or any person acting for or on behalf of *LICENSEE*.

CARPETED AREAS: Specifically, if any carpeted area, not restricted to Ballrooms, Meeting Rooms, Park View, Tower View, and Prefunction areas, is driven over by a motorized vehicle, that area must be protected from damage. In order to prevent damage, the mandatory method of protection is Visqueen or additional clean carpet laid upside down on the area to be driven. No other method will be permitted.

CITY and *LICENSEE*, or their representatives, will conduct an inspection of the *LICENSED PREMISES* prior to move-in and after move-out.

4.12 SECURITY PERSONNEL: San Antonio Police Officers and San Antonio Fire Marshals. *LICENSEE* acknowledges that it shall be responsible for employing peace officers and fire marshals for the Event. *CITY* shall assist *LICENSEE* by making the arrangements for such services, however for purposes of the Fair Labor Standards Act (FLSA), *CITY* and *LICENSEE* shall at all times remain separate and independent employers. *LICENSEE* will make arrangements through the San Antonio Police Department Off-Duty Employment Unit and the San Antonio Fire Department for security and fire personnel services for the Event and enter into any necessary agreements for such services.

Please note that on January 1, 2016, new legislation in the State of Texas allowing for the open carry of handguns on public property by licensed handgun owners became effective. The Henry B. Gonzalez Convention Center is a public facility and the City of San Antonio complies with State law. To discuss security options regarding your licensed space, contact our booking or event management staff.

4.13 *LICENSEE'S REPRESENTATIVE*. A representative of *LICENSEE* approved by Director or Director's designee shall remain on the premises during the term hereof and until performers and the public have left the premises.

4.14 *RESERVED RIGHTS*. *CITY* reserves the sole and exclusive right to sell or serve on, in or about the *LICENSED PREMISES* any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, or *CITY* may grant all concession rights to any party or parties designated by *CITY*, and no food or beverage, samples or otherwise, may be served or distributed by *LICENSEE* without the prior written consent of *CITY*. *CITY* likewise reserves the right, through its *DIRECTOR*, *DIRECTOR'S* designee or *CITY'S* Police Officers, to eject any objectionable persons from said building, and upon the exercise of this authority, *LICENSEE* hereby waives any right and all claims for damages against *CITY*, or any of its agents, officials, or employees. Notwithstanding the foregoing, *CITY* agrees to allow *LICENSEE* or its exhibitors to distribute nominal souvenirs, tokens of attendance and/or gifts directly related to the *LICENSEE'S* event without *CITY'S* prior written consent.

4.15 *FUTURE OPERATING TERMS*. *CITY* will promptly notify *LICENSEE* of any changes to the documents that will apply to the *LICENSEE'S* event, such as the policies, rules and regulations or Event Services Guide. Any ancillary pricing outlined in the lease documents will be guaranteed to *LICENSEE* at least six (6) months prior to occupancy.

V. INDEMNITY

5.1 *LICENSEE* COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO LICENSEE'S ACTIVITIES UNDER THIS LICENSE AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBLICONSEE OF LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS LICENSE AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. LICENSEE SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR LICENSEE KNOWN TO LICENSEE RELATED TO OR ARISING OUT OF LICENSEE'S ACTIVITIES UNDER THE LICENSE AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT LICENSEE'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING LICENSEE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

5.2 IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS LICENSE AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE, IS AN INDEMNITY EXTENDED BY LICENSEE TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. LICENSEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by LICENSEE in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. LICENSEE shall retain CITY-approved defense counsel within seven (7) business days of CITY’s written notice that CITY is invoking its right to indemnification under this Agreement. If LICENSEE fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and LICENSEE shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified by any employee of LICENSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for LICENSEE or any subcontractor under worker’s compensation or other employee benefit acts.

VI. INSURANCE REQUIREMENTS

6.1 No later than 30 days before the scheduled event, LICENSEE must provide a completed Certificate(s) of Insurance to CITY’s Convention & Sports Facilities Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent’s signature, and phone number.

6.2 Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY’s Convention & Sports Facilities Department. No officer or employee, other than CITY’s Risk Manager, shall have authority to waive this requirement. If CITY does not receive copies of insurance endorsement, then by executing this Agreement, LICENSEE certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

6.3 CITY’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

6.4 LICENSEE shall obtain and maintain in full force and effect for the duration of this Agreement, at LICENSEE’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If LICENSEE claims to be self-insured, they must provide a copy of their declaration page so CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Damage to Rented Premises *f. Damage to property Rented by you *g. Independent Contractors * h. Broad Form Property Damage to include Fire and Legal Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate f.) \$500,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles *d. Scheduled Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Umbrella or Excess Liability Coverage	\$1,000,000 per occurrence/\$1,000,000 annual aggregate combined limit Bodily Injury (including death) and Property Damage.
*6. Liquor Liability	\$1,000,000 per occurrence, \$2,000,000 general aggregate
*If Applicable	

6.5 LICENSEE must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of LICENSEE and provide a certificate of insurance and endorsement that names

LICENSEE and *CITY* as additional insureds. *LICENSEE* shall provide *CITY* with subcontractor certificates and endorsements before the subcontractor starts work.

6.6 If a loss results in litigation, then *CITY* is entitled, upon request and without expense to *CITY*, to receive copies of the policies, declaration page and all endorsements. *LICENSEE* must comply with such requests within 10 days by submitting the requested insurance documents to *CITY* at the following address:

City of San Antonio
Convention & Sports Facilities Department
P.O. Box 1809
San Antonio, Texas 78296

6.7 *LICENSEE*'s insurance policies must contain or be endorsed to contain the following provisions:

- Name *CITY* and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with *CITY*. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to *CITY* where *CITY* is an additional insured shown on the policy. *CITY*'s insurance is not applicable in the event of a claim.
- *LICENSEE* shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of *CITY*; and
- Provide 30 days advance written notice directly to *CITY* of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

6.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, *LICENSEE* shall provide a replacement Certificate of Insurance and applicable endorsements to *CITY*. *CITY* shall have the option to suspend *LICENSEE*'s Event should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

6.9 In addition to any other remedies *CITY* may have upon *LICENSEE*'s failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, *CITY* may order *LICENSEE* to stop work and/or withhold any payment(s) which become due to *LICENSEE* under this Agreement until *LICENSEE* demonstrates compliance with requirements.

6.10 Nothing contained in this Agreement shall be construed as limiting the extent to which *LICENSEE* may be held responsible for payments of damages to persons or property resulting from *LICENSEE*'s or its subcontractors' performance of the work covered under this Agreement.

6.11 *LICENSEE*'s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by *CITY* for liability arising out of operations under this Agreement.

6.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of *CITY* shall be limited to insurance coverage provided.

6.13 *LICENSEE* and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

VII. COPYRIGHT INDEMNIFICATION

7.1 *LICENSEE* AGREES TO ASSUME FULL RESPONSIBILITY FOR COMPLYING WITH THE FEDERAL COPYRIGHT LAW OF 1978 (17 U.S.C. 101, ET SEQ, as amended,) AND ANY REGULATIONS ISSUED THEREAFTER INCLUDING, BUT NOT LIMITED TO, THE ASSUMPTION OF ANY AND ALL RESPONSIBILITIES FOR PAYING ROYALTIES WHICH ARE DUE FOR THE USE OF COPYRIGHTED WORKS IN LICENSEE'S PERFORMANCES OR EXHIBITIONS TO THE COPYRIGHT OWNER, OR REPRESENTATIVES OF SAID COPYRIGHT OWNER, AND LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES AND AGENTS, FOR ANY CLAIMS, LOSSES, EXPENSES OR DAMAGES GROWING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.

VIII. LAW OBSERVANCE/TAXES

8.1 *LICENSEE* shall not do, nor suffer to be done, anything on the *LICENSED PREMISES*, during the term of this *LICENSE*, in violation of the laws of the United States or the State of Texas. Further, *LICENSEE* shall obey all rules and regulations of *CITY* for the government and management of the San Antonio Convention Facilities, together with all rules and requirements of the police and fire

departments of *CITY*. *LICENSEE* agrees that every employee, contractor, agent or invitee of *LICENSEE* shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said *LICENSEE* is called to such violations, *LICENSEE* will immediately desist from and correct such violations or *CITY* may immediately terminate this Agreement without providing further opportunity to cure and *LICENSEE* forfeits all amounts paid and *CITY* shall not be liable to *LICENSEE* for such termination.

8.2 *CITY* shall notify *LICENSEE* of the status of applicable COVID-19 restrictions and all applicable related *CITY* rules, regulations and policies applicable to the *LICENSED PREMISES* in effect at the time of the Event, two weeks prior to the Event and such policies and regulations shall be incorporated into this Agreement by reference, as if set forth in full.

8.3 *LICENSEE* is responsible for ensuring Event invitees, including employees, contractors, agents or invitees of *LICENSEE*, follow all applicable COVID-19 restrictions and all applicable related *CITY* rules, regulations and policies applicable to the *LICENSED PREMISES* in effect at the time of the Event. In the event such applicable COVID-19 restrictions and all applicable related *CITY* rules, regulations and policies are not followed, *LICENSEE* shall be responsible for any necessary cleaning costs caused by such failure.

8.4 If actual sales are made on the *LICENSED PREMISES*, *LICENSEE* must inform each seller of the applicable sales tax. This rate is subject to change and *LICENSEE* must check with the Local State Comptroller's Office (1-800-252-5555 or www.cpa.state.tx.us/taxinfo/sales) prior to show date to ascertain the current rate. Additionally, *LICENSEE* is responsible for ensuring that each seller possesses a sales permit number prior to the start of the show.

IX. ATTORNEY'S FEES

9.1 If either Party is required to file suit to collect any amount owed it under this *LICENSE* for the use of the *LICENSED PREMISES*, the prevailing party shall be entitled to seek reasonable attorney's fees.

X. PERFORMANCE QUALITY

10.1 *LICENSEE* hereby agrees that no activity, performance, exhibition or entertainment (*attraction*) shall be given or held or take place in the *LICENSED PREMISES* herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, lewd, or immoral, and should any exhibition or performance or any part thereof be deemed by *DIRECTOR* to be dangerous, illegal, indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities, then said *DIRECTOR* shall have the right to demand of *LICENSEE* that *LICENSEE* immediately, upon receipt of such notice, make such changes.

XI. ABANDONED ITEMS

11.1 *CITY* shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the *LICENSED PREMISES*. *LICENSEE* agrees to hold *CITY* harmless for dispensing of said articles not claimed within 24 hours after the end of the event.

XII. TERMS USED

12.1 It is understood that whenever this *LICENSE* authorizes or requires *CITY* to take any action, it may be done by *DIRECTOR*, her designee or by other persons designated by the *CITY MANAGER*.

XIII. CANCELLATION BY CITY

13.1 Violation by *LICENSEE* of any material covenant, agreement or condition contained herein shall be cause for termination by *CITY*. In such a case, *LICENSEE* forfeits any payment already made, and is entitled to a refund only if the canceled space is re-booked to another party. In addition, *CITY* may likewise terminate this *LICENSE* if the *LICENSEE* should, prior to the date of occupancy thereunder, violate any material covenant, agreement, or condition in any other agreement which the *LICENSEE* might have for use of the Convention Facilities or should a court having jurisdiction over *LICENSEE* take its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act. Written notice of such cancellation will be given to the *LICENSEE* by *DIRECTOR*. *LICENSEE* waives any and all claims for damages against *CITY* resulting from such cancellation.

13.2 *CITY* shall notify *LICENSEE* of any breach in writing, specifying the nature of the breach and providing for a reasonable time to cure such breach. Should *LICENSEE* fail to cure such breach in a reasonable time, *CITY* may cancel this Agreement.

XIV. NO WAIVER

14.1 No waiver by *CITY* of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

XV. IMPOSSIBILITY OF PERFORMANCE

15.1 Force Majeure. If the (a) San Antonio Convention Facilities or any portion thereof be destroyed or damaged by fire or other calamity so as to prevent the use of the *LICENSED PREMISES* for the purposes and during the Event period specified in this *LICENSE*, or (b) if the performance of this *LICENSE* is prevented, in part or in full, during the Event period specified in this *LICENSE*, preventing at least 55% of the projected participants from attending due to an act of God, civil strike (except for strikes involving *CITY*'s own employees), terrorism, lockout, material or labor shortage, binding order by any governmental authority affecting *CITY*, the *LICENSED PREMISES* or travel by *LICENSEE*, the requisition of the *LICENSED PREMISES* by a federal, state, or local governmental unit or agency, civil riot, flood, curtailment or delay in transportation facilities, or (c) any other cause beyond the control of the Parties making it illegal or impossible to provide the facility or hold the meeting, then this *LICENSE* shall terminate. In such an event, neither party shall be liable or responsible to the other party for any damages caused by such termination and *LICENSEE* waives any claim against *CITY* for damages by reason of such termination, except that any unearned portion of the rent due shall abate, or, if previously paid, shall be refunded by *CITY* to *LICENSEE*. If such termination occurs after the *LICENSE* period begins, the rental amount due shall be reduced proportionally (elapsed *LICENSE* period/total *LICENSE* period under this *LICENSE*). *LICENSEE* shall be liable for all expenses incurred by *CITY* prior to termination.

15.2 Further, *CITY* reserves the right to relocate *LICENSEE*, upon *LICENSEE*'s consent, to an alternate space within the Convention Facilities which is suitable for the use of *LICENSEE* should such relocation become necessary. In the event of such relocation, this Agreement shall continue in full force and effect with the new location substituted for the old location. *CITY* shall use its best efforts to avoid any unnecessary inconvenience to *LICENSEE*.

XVI. SEVERABILITY

16.1 In case any one or more of the provisions contained in this *LICENSE* shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this *LICENSE* shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

XVII. NOTICES

17.1 Any notices required or appropriate under this *LICENSE* shall be given in writing to *LICENSEE* at the address shown below, and to *CITY*, c/o Director of Convention & Sports Facilities, P.O. Box 1809, San Antonio, Texas, 78296.

XVIII. HEADINGS

18.1 The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this *LICENSE*.

XIX. NO ASSIGNMENT

19.1 This *LICENSE* is personal to *LICENSEE*. It is nonassignable and any attempt to assign this *LICENSE* will terminate all rights and privileges herein granted.

XX. TEXAS LAW TO APPLY

20.1 This *LICENSE* will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this *LICENSE* shall be in Bexar County, Texas. This *LICENSE* is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

XXI. ENTIRE AGREEMENT

21.1 This *LICENSE* and any addenda contain the final and entire agreement between the parties and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this *LICENSE*, none of which shall hereafter be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representation not written or contained in this *LICENSE*, the Addendum(s) and information sheet.

XXII. AUTHORIZED AGENT

22.1 The signer of this *LICENSE* for *LICENSEE* hereby represents that he or she has full authority to execute this *LICENSE* on behalf of *LICENSEE*.

XXIII. ASSISTED LISTENING DEVICES

23.1 The San Antonio Convention Facilities makes available, at no cost to *LICENSEE*, a TELFEX F/M Assistive Listening System, consisting of a transmitter and wireless receivers for use during events. The system is made available in compliance with Title II (State & Local Government) of the Americans with Disabilities Act (ADA).

LICENSEE, in compliance with the provisions of Title III of the ADA (Public Accommodations) and policies of the Department of Convention Facilities is required to:

- (1) Utilize the provided system or supply one of its own;

- (2) Advertise the availability of the assistive listening devices through the use of on-site signs, event programs, brochures and/or distributed promotional materials;
- (3) Maintain an audio feed to the system;
- (4) Administer the system through responsible distribution, collection, and return of the wireless transmitters, and;
- (5) Supply staff to administer the system, receive the headsets and assure proper return of the equipment to the facilities.

Arrangements for the use of the system can be made through the Technical System Supervisor, or designee, at 210.207.6301, in advance of the dates requested.

LICENSEE is responsible for the proper storage, collection and prompt return of the loaned devices to the facilities at the end of the event and will be charged for any damage, loss or theft of the system or associated equipment.

23.2 Henry B. Gonzalez Convention Center falls under Title II (State & Local Government) American with Disabilities Act (ADA) and is maintained and operated with regard to the requirements of the Act.

XXIV. RECYCLING PROGRAMS

24.1 The Convention & Sports Facilities Department has an extensive recycling program as well as food bank donation program. LICENSEE is encouraged to utilize the recycling services available.

(1) The facility recycles office paper, aluminum cans, plastic, glass, cardboard, polyurethane foam, scrap metal, and pallets. Recycling containers for cans and paper are available throughout the facility.

(2) All foods prepared for LICENSEE in excess will be donated to the local food bank by the exclusive catering service of the Convention Facilities.

XXV. TICKETING

25.1 In the event that tickets are sold to the public for the event described in this LICENSE, arrangements for tickets will be made through Ticketmaster (more fully described in Addendum II attached hereto and made a part of this LICENSE).

PAYMENT RECORD & SIGNATURES

INITIAL DEPOSIT: \$ _____

LICENSEE: «Account_Legal_Name»

DATE: _____

BY: _____

Authorized Agent

RECEIPT NO.: _____

EXECUTED THIS DAY: _____

FINAL DEPOSIT: \$ _____

CITY OF SAN ANTONIO

DATE: _____

BY: _____

Director, Convention & Sports Facilities

RECEIPT NO.: _____

FINAL PAYMENT: \$ _____

EXECUTED THIS DAY: _____

DATE: _____

RECEIPT NO.: _____

OTHER PAYMENTS:

RETURN AGREEMENT TO:

San Antonio Convention Facilities
900 E. Market
Administrative Offices
San Antonio, Texas 78205
Phone: 210.207.8500

OR

San Antonio Convention Facilities
P. O. Box 1809
San Antonio, Texas 78296