



CITY OF SAN ANTONIO  
**ALAMODOME**

**ALAMODOME LICENSE AGREEMENT**

***Alamo Bowl 2014 - 2019***

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between City of San Antonio, Texas, a municipal corporation of the State of Texas, acting by and through its General Manager of the Alamodome/Convention & Sports Facilities, or his/her designee, hereinafter called "CITY" and **San Antonio Bowl Association**, hereinafter called "LICENSEE", located at 100 Montana Street, San Antonio, TX 78203, to set forth the agreements, covenants and provisions set forth herein.

WITNESSETH:

***Recitals***

WHEREAS, CITY is the owner and operator of the Alamodome Stadium in San Antonio, Texas, and, WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use the Alamodome for presentation of the **Alamo Bowl after the 2014 through 2019 regular college football seasons** and all related activities.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

**ARTICLE ONE**

***Definitions***

All words in this Agreement bearing initial capitals, other than proper nouns, section headings, or words required to be capitalized for proper usage, are defined terms and shall have the meanings specifically assigned to them in this article.

As used in this Agreement, the following terms and words are hereby defined as follows:

1.1 Alamodome means the multi-purpose domed stadium, located in San Antonio, Texas, providing approximately 160,000 square feet of gross floor space, seating for approximately 65,000 people and the northeast, southeast and south parking lots, operated by CITY and situated at 100 Montana Street. Areas reserved to others are excluded; specifically the Alamodome Executive Suites, certain Club Seats, Administration Offices, and such other areas as are reserved by third parties under contract with CITY.

1.2 Alamodome Video Wall System and Scoreboard means the electronic color video display screens, scoreboards, and message boards located in the interior of the Alamodome.

1.3 Building License Payment shall mean the rental cost to LICENSEE for the use of the Alamodome for the Event.

1.4 Catered Event shall mean any event, assembly, function or similar gathering for which LICENSEE requests CITY'S Licensed Caterer to provide Catering Services.

1.5 Catering Services shall mean the service of food and/or beverage (but excluding service in the Skyline Lounge, concession services and restaurant operation) in the Alamodome and at areas outside the Alamodome first approved by CITY in writing, where the selection, quantity, quality, location and/or presentation of food and beverage items to be offered for sale or service is determined by LICENSEE.

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- 1.6 CITY means San Antonio, a municipal corporation of the State of Texas.
- 1.7 Communication System/Services means audio, video and cablecast, and voice and data systems and other miscellaneous communication equipment on the Alamodome property. Alamodome Communications is the sole provider of Communication Services. The term "Communication System" does not include the public address system and the sound system in the Alamodome.
- 1.8 Concessions shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, or through vendors "hawking" products to event attendees where the attendee pays the food or beverage server at the time of sale, unless such sales are (i) from cash bars where Catering Services are provided, or (ii) LICENSEE subsidizes at least fifty percent (50%) of the costs of such food and beverage so that the attendee pays significantly below retail price, in the Executive Suites, Club Premises or on Club Level, except the South Club Eyebrow.
- 1.9 Egress means the exit from the stadium of people attending the event or moving out of an event.
- 1.10 Event means the **Alamo Bowl 2014-2019** and its related activities.
- 1.11 Event Manager of the Alamodome/Convention & Sports Facilities means the Event Manager of the Alamodome/Convention & Sports Facilities or his/her designee.
- 1.12 Event Settlement Statement means a statement, to be transmitted by CITY to LICENSEE, setting forth the total License fee and additional services cost to be paid by LICENSEE to CITY under the terms of this Agreement.
- 1.13 Facility Access Fee ("FAF") means a fee which shall be added to the price of each event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value, or discounted, in accordance with authority granted by City Council Ordinance. See attached Exhibit A for proposed FAF schedule for term.
- 1.14 General Manager of the Alamodome/Convention & Sports Facilities means the General Manager of the Alamodome/Convention & Sports Facilities or his/her designee.
- 1.15 Ingress means the entry of people having tickets or other valid authorization for entry into the stadium to attend an event, or the moving in of an event.
- 1.16 LICENSEE means **San Antonio Bowl Association, a Texas non-profit corporation.**
- 1.17 Renewal and Improvement Fee ("RIF") means a fee which shall be added to the price of each event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value or discounted, in accordance with authority granted by City Council Ordinance. See attached Exhibit A for proposed RIF schedule for term.
- 1.18 Service Charge Fee ("SCF") means a fee which shall be added to the price of each event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value or discounted, in accordance with authority granted by City Council Ordinance.
- ~~1.1819~~ Term means the period of this Agreement set forth in Article Three.
- ~~1.19~~~~20~~ Ticket Sales means gross revenues derived from paid attendance to the Event during the Term of the Agreement less any applicable taxes.
- ~~1.20~~~~21~~ Ticket Distribution Plan means the distribution and delivery of Event tickets as designated by LICENSEE.
- ~~1.21~~~~22~~ Use Days means total number of days utilized by LICENSEE under the terms of this Agreement.
- ~~1.22~~~~23~~ Suites shall mean the private luxury suites located on the Club Level of the Alamodome.

## ARTICLE TWO

### Scope

2.1 Scope of Event. The Event shall be the **Alamo Bowl 2014-2019** and shall include all the related activities. **Prior to the Event, LICENSEE shall provide to CITY a complete Scope of the Event i.e. to include details on catering service, details on meeting room requirements and meeting room configurations, details on banner installation and/or telecom/production services, which shall be subject to approval by CITY, which consent CITY will not unreasonably withhold (and with the additional acknowledgement that many prior presentations of the Alamo Bowl have occurred).** It is understood by LICENSEE that the Event shall include only the activities set forth in the Scope of Event and any changes must receive the **prior written approval of the Alamodome, not to be unreasonably withheld.** If changes to Scope of Event are made by LICENSEE without prior Alamodome approval, **CITY, at its option,** shall have the right to terminate the license agreement and LICENSEE shall forfeit, as liquidated damages, the security deposit as stipulated in Paragraph 4.2 (b).

2.2 Scope of Use. The following areas will be used for the purpose of the **Alamo Bowl 2014-2019**: the field area, all seating areas, locker rooms, meeting rooms, suites, club level hospitality areas, and press box area for working press. Set-up is in the full stadium configuration.

2.3 Changes in Scope. Should LICENSEE elect to change the format of the Event from the collective uses outlined throughout this Agreement without prior Alamodome approval, CITY, at its option, shall have the right to terminate this Agreement.

### **ARTICLE THREE**

#### **Term**

3.1 Term. The Term for the Alamo Bowl 2014-2019 shall begin in accordance with the Alamodome holding game dates ranging from December 27 – January 2 each year:

Until the actual Alamo Bowl date of the games following the 2014 – 2019 college football seasons are known, which LICENSEE shall communicate to CITY as soon as known (typically before the end of April of the year of the game) CITY shall not allow any other event to be scheduled for a date that conflicts with the dates held above.

In the event an NFL team relocates to San Antonio and plays games in the Alamodome during the term of this agreement, LICENSEE shall work in good faith with CITY and said NFL team to reach mutually agreeable game date schedules.

3.2 Use/Ingress/Egress Days. "Use Days" include both Event days and Ingress/Egress days, and potential practice days resulting from inclement weather. Until game dates are known, the LICENSEE requests 3 days prior to game day and concluding 1 day after game day.(with the exception of January 2015 game whereby move out will be completed by 11:59 p.m., January 2, 2015.

### **ARTICLE FOUR**

#### **Payment**

4.1 Amount of Payment.

(a) Building License Payment. In consideration for the LICENSEE to use the Alamodome as provided in this Agreement, LICENSEE shall pay CITY a Building License Payment of fifty-thousand dollars (\$50,000) per year with a 3% escalator per year. Additionally, LICENSEE shall pay to CITY a fee capped at twenty-five thousand dollars (\$25,000) per year for the next six (6) dates shown in Article 3.1 for event related services reasonably necessary for the operation of the Alamodome including, but not limited to: Ingress/egress days, utilities, conversion, event coordinator, San Antonio Fire Marshals, San Antonio Police Officers, ushers, ticket takers, elevator operators, in-house security, audio operator, operation staff, housekeeping (Event Day), cleaning crew (pre/post), medical (including first aid and ambulance services for front of house only), in-house equipment, LED video wall system, and scoreboards.

(b) Other Services. Services not included in the Building License Payment set forth in Section 4.1(a) include, but shall not be limited to, telecommunications systems and services, electricians, catering, insurance, runners, stagehands, special lighting, production related services, broadcasting, and video system operating staff, which includes the Technical Director, Camera Operator, Cable Puller, Graphics Operator, Matrix Operator, Tape Operator, and other costs associated with the use of said Video Wall System and Scoreboard. LICENSEE shall be responsible for payment of Other Services as required for presentation of the Event.

(c) Facility Access Fee. LICENSEE shall reimburse CITY the sum of the Facility Access Fee multiplied by the number of event tickets sold, which amount CITY shall use to subsidize the VIA Metropolitan Transit System Park & Ride and to defray the cost of providing traffic safety and control for LICENSEE'S Event. LICENSEE, through the Alamodome Box Office, shall be fully responsible for assessment and collection of the Facility Access Fee. Should the Facility Access Fee increase, CITY shall notify LICENSEE by March 31 of each contracted year of this License Agreement (i.e. for Alamo Bowl played at conclusion of 2014 college football season, CITY must notify LICENSEE by March 31, 2014). See attached Exhibit A for FAF schedule for term.

(d) Renewal and Improvement Fee. LICENSEE shall reimburse CITY the sum of the Renewal and Improvement Fee multiplied by the number of event tickets sold, which amount CITY shall use in order to fund facility improvements and to help offset, increased operational and maintenance costs. LICENSEE, through the Alamodome Box office, shall be fully responsible for assessment and collection of the Renewal and Improvement Fee. Should the Renewal and Improvement Fee increase, CITY shall notify LICENSEE by March 31 of each contracted year of this License Agreement (i.e. for Alamo Bowl played at conclusion of 2014 college football season, CITY must notify LICENSEE by March 31, 2014). See attached Exhibit A for RIF schedule for term.

(e) Service Charge Fee. Should the CITY approve and adopt an ordinance on an additional "Service Charge Fee ("SCF")", the CITY and LICENSEE are in mutual agreement that LICENSEE shall comply with the additional SCF including, but not limited to Events that have pre-sold advance event tickets for current and future events. Should the Service Charge Fee increase, CITY shall notify LICENSEE by March 31 of each contracted year of this License Agreement. See attached Exhibit A for SCF schedule for term.

#### 4.2 Time of Payments.

(a) Payments for Use and Other Services Fees. LICENSEE shall pay to CITY the Building License Payment stipulated in Paragraph 4.1(a), the amounts for Other Services stipulated in Paragraph 4.1(b), the Facility Access Fee stipulated in Paragraph 4.1(c), ~~and the Renewal and Improvement Fee stipulated in 4.1(d), and the Additional Access Fee stipulated in 4.1(e)~~ and the Service Charge Fee stipulated in 4.1(e) upon completion of Event. CITY may, if reasonable, at its sole option, withhold from available ticket receipts being held by CITY, funds sufficient to satisfy LICENSEE'S obligations as set forth herein.

(b) Security Deposit. The CITY and LICENSEE mutually agree that there will be no security deposit required as partial consideration for the execution of this Agreement upon the return of the signed License Agreement from the LICENSEE. If LICENSEE fully complies with all the terms and conditions of this Agreement, said sum so paid shall be credited toward the LICENSEE'S final payment of consideration as provided in Section 4.1 unless otherwise forfeited under Section 2.1. Said security deposit will only be refunded in accordance with Section 22.4.

## ARTICLE FIVE

### ***Event Announcement, Ticketing and Credential Program***

5.1 Event Announcement. Prior to the announcement of the Event to the public, LICENSEE will advise CITY (through the General Manager of the Alamodome/Convention & Sports Facilities or his/her designee) when and how the event will be announced to the public.

#### 5.2 Ticketing.

(a) Box Office. It is agreed that LICENSEE shall make tickets available for sale at the Alamodome Box Office; however, the CITY acknowledges that LICENSEE is contracted with Ticketmaster to serve as primary Box Office for printing, manifesting and distributing all admission tickets for the Event. CITY'S Box Office shall serve as secondary Box Office. LICENSEE shall provide an accounting of all tickets, returns and receipts for the unsold tickets immediately following the Event. .

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(b) Ticket Charges. At time of settlement, LICENSEE shall pay CITY the 3% due for credit card sales on tickets sold at the Alamodome Box Office prior to game day.

(c) Limits. Admission tickets in excess of the seating capacity of, or which admit a larger number of persons to the premises than can be properly and safely seated and moved in said licensed area shall not be sold, allowed, or caused to be sold or issued, and the decision of the Alamodome General Manager in this respect, clearly communicated to LICENSEE, shall be final.

(d) Date of Sale. LICENSEE will set a date when tickets for an event will be offered to the public for the first time. No first day of public ticket sales will be set on a date when another event is scheduled at the Alamodome, except by permission of the Alamodome General Manager. LICENSEE can sell renewal tickets without any date restrictions.

5.3 Credentials. LICENSEE, prior to distribution of credentials, shall present to the Alamodome General Manager or his/her designee, thirty (30) days prior to the Event the LICENSEE'S Program for Event Credentials, to include a hard copy of each credential type and any other pertinent details. CITY acknowledges that no one is to enter the building on Event Day without a LICENSEE issued credential or ticket.

**ARTICLE SIX**

***Utilities***

6.1 Utilities. On all Use days of the Term, CITY shall furnish and have available at the Alamodome, all utilities required for the use of the Alamodome to present the Event. Upon completion of the Event, CITY shall have the right to turn off the house lights and HVAC and switch to emergency lights only.

**ARTICLE SEVEN**

***Parking***

7.1 Parking. ~~LICENSEE shall pay the CITY the sum of \$37,500 (2014-2019) to buyout all Alamodome Parking lots. The fee will include all parking lot staffing, traffic/barricades, garbage/dumpsters and up to four (4) port-o-let fees to have the parking lot ready for use on game day. LICENSEE will provide Alamodome with two hundred parking spaces plus the 55 ADA parking spaces in Lot A at no cost to take care of all tenant and vendor needs. Net proceeds (that is, revenues net of direct, out-of-pocket expenses incurred by either party) from parking will be split (50/50) between the CITY and the LICENSEE.~~

7.2 Public Parking on Event Days. ~~The Alamodome parking lots will be available for public parking on all Event days in accordance with the City Code of San Antonio. Alamo Bowl parking fees in the Alamodome parking lot for Alamo Bowl 2014-2019 games will be determined and retained by upon mutual agreement of the CITY and LICENSEE. The CITY retains the right to access an additional facility fee, which shall be utilized for renovation purposes and shall not be considered part of the split calculation stated in Article 7.1 above.~~

**ARTICLE EIGHT**

***Stadium Personnel and Services***

8.1 Event Staffing.

(a) CITY shall provide personnel reasonably necessary for the operation of the Alamodome for this Event, as set forth in Paragraph 4.1 (a) and Paragraph 4.1 (b). The number and type of such personnel shall be mutually agreed, and consistent with the most recent Alamo Bowl, upon at least thirty days (30) prior to the first Use Day. The cost to CITY for furnishing said personnel shall be reimbursed by LICENSEE as provided in Paragraphs 4.1(b) and 4.2(a). Costs for event staff (ticket takers and ushers), clean-up personnel, and

maintenance and conversion costs (including all personnel) are included in the capped fee for event-related expenses per Article 4.1.

(b) San Antonio Police Officers and San Antonio Fire Marshals. LICENSEE acknowledges that it shall be responsible for employing police officers and fire marshals, and for paying the costs of such services in advance of 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, therefore LICENSEE will be billed, in advance, directly from the San Antonio Police Department Off-Duty Employment Unit and the San Antonio Fire Department for estimated costs associated with employing security and fire personnel. Supplemental security staff shall be determined by the CITY. CITY shall credit such costs as part of the annual reconciliation. Notwithstanding such credit, it is the understanding of the Parties that the security and fire personnel are the employees of the LICENSEE for the Event. The SAPD ODEU, SAFD and Supplemental security staff service fees are included in the Building License Payment as shown in Article 4.1(a). At settlement, CITY and LICENSEE mutually agree that CITY shall credit the LICENSEE for the SAPD ODEU, SAFD and Supplemental security staff service fees.

8.2 Additional Services Requested by LICENSEE. Upon timely request of the LICENSEE and approval of the Event Manager of the Alamodome/Convention & Sports Facilities or his/her designee, CITY shall provide reasonable additional services and/or supplies in support of the Event's activities along with a cost estimate of additional services and support to LICENSEE. Upon approval of said cost estimate, LICENSEE shall reimburse CITY for the actual cost incurred in providing such services and supplies.

8.3 LICENSEE Responsibilities. LICENSEE shall be solely responsible for providing Artistic Interpretation support personnel for the hearing impaired, back stage security personnel, and electrical hook-up support personnel. LICENSEE shall contact the Alamodome Event Services Manager at least thirty days (30) prior to the first Use Day of the Term to obtain an approved list of companies or representatives that provide these services and make selections prior to the first Ingress day.

## ARTICLE NINE

### *Concession and Novelty Revenues*

9.1 Concessions. The Alamodome Concessionaire, via its contract with the CITY, reserves the right to operate and receive its percentage of the income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and beverages. For the Alamo Bowl 2014, 2015, 2016, 2017, 2018, 2019, LICENSEE shall receive ten percent (10%) of the CITY'S share of concession revenue.

9.2 Novelties. LICENSEE may sell souvenirs, novelties, programs, and auction items which directly relate to the Event, provided that such souvenirs and novelties items are to be sold by the LICENSEE'S Concessionaire. CITY will receive ten-percent (10%) of the LICENSEE'S share of revenue generated from the sale of Novelties and Souvenirs items at the Alamodome on the day of the Event. All revenues net of payment of the 10% amount owed to the CITY shall belong to LICENSEE.

~~9.3 Concession Area. LICENSEE shall provide adequate space in the concourse areas to CITY for the purpose of concession sales based on type of event (if applicable). Location of said space shall be mutually agreed upon by both LICENSEE and CITY.~~

9.3 Disputes. The General Manager of the Alamodome/Convention & Sports Facilities shall be the arbiter in any dispute, which may arise under this Article.

## ARTICLE TEN

### Catering

10.1 Catered Events. LICENSEE acknowledges that CITY has previously granted exclusive catering license to the Alamodome Caterer for the right to provide Catering Services in the Alamodome. LICENSEE shall use CITY's designated caterer(s) in accordance with those guidelines. No other party shall be allowed to provide catering services at the Alamodome. Food and beverage sampling/distribution provided by LICENSEE which must comply with the standard 2-ounce food sample and 4-ounce beverage sample established by the CITY will be subject to prior approval of the Alamodome General Manager.

## ARTICLE ELEVEN

### *Lighting & Sound*

11.1 Sound Equipment. LICENSEE shall have the right to use the public address and sound system installed in the Alamodome by CITY. LICENSEE, at its own expense and liability, shall be responsible for any sound broadcasting equipment, other than said equipment installed by the CITY in the Alamodome, which LICENSEE may desire or require for the presentation of the Event. CITY will provide sound engineers to operate all Alamodome equipment at the LICENSEE'S expense.

11.2 Additional Lighting. LICENSEE, at its own expense and liability, shall be responsible for additional lighting that is not permanently installed in the Alamodome, which LICENSEE may desire or require for the presentation of the Event. CITY shall ensure that the lighting for the Event is adequate to meet acceptable television broadcast standards.

11.3 Emergency Lighting: CITY reserves the right to operate and control stadium lighting when deemed necessary (i.e. fire alarms, crowd emergency).

## ARTICLE TWELVE

### *Alamodome Stadium Video Wall System, Ribbon Boards, and Scoreboard*

12.1 LICENSEE Use. At the LICENSEE'S option, the Alamodome Stadium Video Wall System and Scoreboard shall be made available for LICENSEE'S use during the Event.

12.2 LICENSEE Costs. If LICENSEE elects to use the Alamodome Video Wall System and Scoreboard, the rental costs is included in the \$25,000 capped per year but LICENSEE shall be responsible for the costs of the operating staff to include the Technical Director, Camera Operator, Cable Puller, Graphics Operator, Tape Operator, and other LICENSEE personnel costs associated with the use of said Video Wall System and Scoreboard during the Event. The LICENSEE shall retain the rights on the Alamodome Stadium Video Wall System, Ribbon Boards and Scoreboard use during the Event.

12.3 Event Advertising & Public Service Announcement Rights. The CITY LICENSEE shall retain the rights on-theto use the Alamodome Stadium Video Wall System, Ribbon Boards, and Scoreboard, etc... for public service announcements use during the Event, to advertise and future events advertisements, that will be held at the Alamodome. The content -Future Event advertising and public service announcement rights shall be mutually agreed upon by the CITY and LICENSEE.

## ARTICLE THIRTEEN

### *Communications*

13.1 LICENSEE Use. Upon LICENSEE'S request, the Alamodome Communication System/Services shall be made available through CITY for LICENSEE'S use during the Event. LICENSEE may not use any other communication system or services other than those provide by CITY.

13.2 LICENSEE Costs. If LICENSEE uses the Communication System/Services, LICENSEE shall pay to CITY the costs associated with the use of said communication system. It shall be LICENSEE'S responsibility to notify all sub contractors and third party vendors associated with Event that they will be billed in advance, from CITY, for the costs associated with the use of said communication systems. **CITY shall hold LICENSEE responsible for the payment of any unpaid invoices from sub contractors and third party vendors associated with Event.**

## **ARTICLE FOURTEEN**

### ***Damages, Risk and Security***

14.1 Damages. If the Alamodome premises, or any portion thereof, including any of its fixtures, furniture or furnishings, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE'S agents, employees, subcontractors, vendors, patrons, guests, or any person admitted to the Alamodome premises by LICENSEE, LICENSEE will pay to CITY, upon demand, such sum as shall be necessary to restore the Alamodome premises to its present condition. The Event Manager of the Alamodome/Convention & Sports Facilities or his/her designee 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 this Agreement, LICENSEE is to be held responsible. CITY reserves the right to withhold from final settlement an amount sufficient to cover all or part of such damages.

14.2 Risk and Security. LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon CITY because of any such loss unless same is due to (i) the sole negligence of CITY or (ii) an intentional or willful tort committed by CITY as determined by a Court of Law. LICENSEE shall be responsible for the provision of security during the term of this Agreement for any property brought onto the Alamodome grounds by LICENSEE, its employees, and/or its purveyors.

## **ARTICLE FIFTEEN**

### ***Copyrighted Material***

15.1 Copyrighted Usage. LICENSEE agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Alamodome during the term of the Agreement complies with United States and any other applicable copyright law.

15.2 Indemnification. LICENSEE agrees to INDEMNIFY and DEFEND at its own expense CITY of San Antonio, its officials, agents and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a result of the use by LICENSEE or its designee of copyrighted materials in the Alamodome during the term of this Agreement.

## **ARTICLE SIXTEEN**

### ***Advertising***

16.1 Rights. It is understood by LICENSEE that CITY is responsible for contracting all commercial advertising rights throughout the interior Alamodome premises to various advertisers for valuable consideration. To protect the advertising rights of CITY and its advertisers, only the following methods of promotion and commercial advertising by LICENSEE and any Event sponsors on the Alamodome premises shall be permitted:

- (a) Display of products and services by exhibitors in connection with trade or consumer shows or business conventions.
- (b) Advertising in Event programs, on Event tickets, or in other similar Event materials.

(c) **Event sponsor identification including approved banners, temporary panels, and other types of promotional items and displays and visual acknowledgment during the Event.** LICENSEE's Event sponsor identification will occur in a manner consistent with prior Alamo Bowl games and NCAA standards. ~~The type, content, location, installation, and removal of sponsor identification must receive prior to approval from the Alamodome General Manager or his/her designee.~~ On the day of each Event, LICENSEE shall have (i) the exclusive right to display temporary banners and signs; (ii) the exclusive right to protect its title and multimedia rights holder categories (currently Valero in the "gasoline and convenience store category") such that no competitor of the LICENSEE sponsor shall be allowed to be visible in the stadium on event day; and, (iii) control of all content on LED Boards/Videowalls (if CITY wishes to display content on the LED Boards/Videowalls during the actual Event and for up to an hour after the conclusion of the Event, CITY must present that content to LICENSEE for its approval, which LICENSEE agrees not to unreasonably withhold) and marketing materials of LICENSEE and LICENSEE'S sponsors. CITY shall not display or permit the temporary display of banners, signs, or marketing material of any person or entity that, in the opinion of the LICENSEE, is a competitor of the LICENSEE or of the LICENSEE sponsor that is displaying signs, banners, or marketing material; provided, however, that, with respect to non-alcoholic beverage permanent advertisers (Section 16.2), the LICENSEE'S rights shall be non-exclusive. On a conflict between a CITY advertiser and LICENSEE advertiser, LICENSEE sponsor prevails for the day of the Event and competing CITY advertising (other than permanent non-alcoholic beverage advertising) may be covered by LICENSEE.

(d) **Signage Removal.** CITY and LICENSEE are in mutual agreement that LICENSEE shall remove all exterior Alamo Bowl signage by 8:00 a.m. on the following day of the actual event day, in any year in which an event will be held in the Alamodome the day after the Alamo Bowl.

16.2 **Exclusive CITY Non-Alcoholic Beverage Advertiser Rights.** Notwithstanding anything to the contrary set forth herein, CITY and LICENSEE agree that at all times during the Event; the non-alcoholic beverage advertisers of CITY (the "Advertisers") shall have the following exclusive rights:

(a) the exclusive non-alcoholic beverage pouring rights for the Alamodome and all parking lots south of Montana Street, walkways, driveways and plaza areas included within the Alamodome complex; and

(b) the exclusive right to all non-alcoholic beverages, permanent advertising in any form placed in the Alamodome and all parking lots, walkways, driveways and plaza areas included within the Alamodome complex.

LICENSEE has the right to sell temporary advertising rights to its event.

16.3 **Exceptions.** No exceptions to the above methods of promotion and commercial advertising shall be permitted during the Term without prior approval of CITY by its Alamodome General Manager. The LICENSEE shall be responsible for communicating the terms of this Article to the Event sponsors and for full compliance with the restrictions stated herein.

16.4 **Option to Sell Signage Rights.** LICENSEE shall have the option to sell permanent signage and other advertising in the Alamodome, upon terms, including rights fees and commissions that are mutually acceptable to the LICENSEE and the CITY, by its Alamodome General Manager.

## **ARTICLE SEVENTEEN**

### LICENSEE Property

17.1 **No Removal Policy.** LICENSEE shall be responsible for removing from the Alamodome on or before 11:59 p.m. on the last Use day of the Event during the Term, all property, goods, and effects belonging to LICENSEE and its employees, or caused by it to be brought upon the Alamodome premises for the Event. If such property is not removed within the above-stated time, CITY shall have the right to remove and/or store such property, goods, and effects at LICENSEE'S expense. LICENSEE assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of LICENSEE and its employees, and exhibitors incurred during any removal and/or storage activities by CITY.

## **ARTICLE EIGHTEEN**

### ***Restrictions***

18.1 Restrictions. The following restrictions shall apply to the Event throughout the Term of this Agreement: Specifically, LICENSEE shall not be allowed the following:

- Any items that if released, will rise into the air without any external force being applied (e.g. helium inflated balloons);
- Live animals and insects unless properly and sanitarily kept and maintained in a cage; PROVIDED, no animals or insects that pose a potential threat to public safety and health will be allowed;
- Food and drink products that can be consumed on the Alamodome premises;
- Raffles or games of chance that do not meet the requirements of City of San Antonio Code;
- Distribution of flyers, pamphlets, handbills or any type of adhesive stickers;
- Any other item that CITY reasonably deems improper for display at the Event.

(a) Exceptions to this restriction concerning live animals (e.g., team mascots) may be granted by the Alamodome General Manager or his/her designee when the request is made in writing, at least twenty (20) days prior to the event, describing the activities of such animals and LICENSEE agrees to be solely responsible for any bodily injury or property damage that may result from the presence of such animals.

(b) All Event exhibitors will be subject to inspection by licensed law enforcement officers throughout the Term of the Event relative to the display and sale of items. Proper records for verification of ownership and title to sell items by exhibitors must be available at all times for inspection by law enforcement officers.

(c) LICENSEE shall be responsible for fully communicating the restrictions and inspection requirements outlined herein to all Event exhibitors and full compliance with restrictions stated herein.

## **ARTICLE NINETEEN**

### ***Broadcasting***

19.1 Transmission via Communications System. All broadcasts of the Event shall be transmitted via the Communication System/Services. No other means of broadcast shall be allowed.

19.2 Broadcasting Rights. LICENSEE shall have and retain exclusive broadcast and reproduction rights incident to the presentation of the Event during the Term, including, but not limited to, radio and television rights and, in general, the rights to all items produced by whatever means or process now existing or hereafter developed for preserving, transmitting, and reproducing for hearing and/or viewing the Event. The LICENSEE shall retain all proceeds from such broadcast and reproduction rights.

19.3 Broadcasting Facilities. With regard to said broadcast and reproduction rights, CITY shall cooperate with LICENSEE and with the parties actually producing any such broadcasts and reproductions in all phases of the preparation, broadcasts and any production thereof. In connection with any such broadcast and reproduction activities, CITY shall provide access to the Alamodome and, at LICENSEE'S cost, the necessary maintenance personnel and all necessary facilities and utilities at the request of LICENSEE. LICENSEE shall be authorized to issue a reasonable number of credentials for admissions to the Alamodome for personnel engaged in such broadcasts and reproductions and the installation and removal of broadcast and reproduction equipment.

19.4 Restrictions on Transmission of Sound. Without the prior consent of the artist performing at the Event, CITY shall not permit the transmission of a live sound feed of the performance into restrooms, executive suites, concession areas or any other portion of the Alamodome.

LICENSEE shall be responsible for fully communicating the restrictions and inspection requirements outlined herein to all Event exhibitors and full compliance with restrictions stated herein.

**ARTICLE TWENTY**

**Insurance**

20.1 Prior to the commencement of any work under this Agreement, LICENSEE shall furnish, thirty (30) days prior to the 1<sup>st</sup> ingress day of the Event copies of all required endorsements and an original completed Certificate(s) of Insurance, which shall be clearly labeled "Alamo Bowl 2014-2019" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to CITY. 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 and Entertainment Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

20.2 CITY reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY'S Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will CITY allow modification whereupon CITY may incur increased risk.

20.3 A LICENSEE'S FINANCIAL INTEGRITY IS OF INTEREST TO CITY; THEREFORE, SUBJECT TO LICENSEE'S RIGHT TO MAINTAIN REASONABLE DEDUCTIBLES IN SUCH AMOUNTS AS ARE APPROVED BY CITY, LICENSEE SHALL OBTAIN AND MAINTAIN IN FULL FORCE AND EFFECT FOR THE DURATION OF THIS AGREEMENT, AND ANY EXTENSION HEREOF, 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:

	<u>TYPE</u>	<u>AMOUNT</u>
1.	Workers' Compensation Employers' Liability (when applicable)	Statutory \$500,000/\$500,000/\$500,000
2.	Commercial General Liability Insurance (Broad Form) to include coverage of limits of \$2,000,000 aggregate with \$1,000,000 per occurrence for the following:	
	a. Premises operations	
	b. Independent contractors	
	c. Products/completed operations	
	d. Personal Injury	
	e. Contractual liability	
3.	Business Automobile Liability Insurance (when applicable) with combined single limit coverage of \$500,000.	
	For:	
	(1) Owned/leased vehicles	
	(2) Non-owned vehicles	
	(3) Hired vehicles	

20.4 As they apply to the limits required by the City, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law

or regulation binding upon either of the parties hereto or the underwriter of any such policies). LICENSEE shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. LICENSEE shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Convention & Sports Facilities  
P.O. Box 839966  
San Antonio, Texas 78283-3966

20.5 LICENSEE agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions, to the extent reasonably available in the marketplace:

- 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, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to CITY where the CITY is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and auto liability policies will provide a waiver of subrogation in favor of CITY; and
- Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

20.6 Within five (5) calendar days of a suspension, cancellation, 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 performance 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.

20.7 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 herein required, CITY shall have the right to order LICENSEE to stop work hereunder, and/or withhold any payment(s) which become due to LICENSEE hereunder until LICENSEE demonstrates compliance with the requirements hereof.

20.8 Nothing herein contained shall be construed as limiting in any way 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.

20.9 It is agreed that LICENSEE'S insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

20.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

## **ARTICLE TWENTY-ONE**

### **INDEMNIFICATION**

**EBMS NO. 6948**

21.1 LICENSEE covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, OFFICERS OR EMPLOYEES. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

21.2 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.

21.3 LICENSEE SHALL ADVISE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST CITY OR LICENSEE KNOWN TO LICENSEE RELATED TO OR ARISING OUT OF LICENSEE'S ACTIVITIES UNDER THIS AGREEMENT.

21.4 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.

21.5 EMPLOYEE LITIGATION - IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER 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 HEREIN 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.

**ARTICLE TWENTY-TWO**

***Miscellaneous***

22.1 Powers of the CITY. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of CITY.

22.2 Right of Entry. Alamodome employees, officials and authorized licensees and Tenants shall have the right at all times to enter upon the premises in the performance of their duties, and will be issued proper identification credentials, as needed, by the Alamodome/Convention & Sports Facilities Director's Office, which the LICENSEE shall honor.

**EBMS NO. 6948**

22.3 Removal of Persons. CITY reserves the right to eject or cause to be ejected from the Alamodome premises, any person or persons violating the rules or regulations of the Alamodome or any CITY, County, or State law; and neither CITY nor any of its officers, agents, or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by CITY of such right.

22.4 Impossibility. CITY shall not be responsible for its failure to make the Alamodome available or to provide the facilities and services described herein nor shall LICENSEE be responsible for its failure to present the Event in the Alamodome where such performance is rendered impossible or impracticable due to strikes, walk-outs, acts of God, inability to obtain labor, materials, or services, government restrictions, enemy action, civil commotion, fire, unavoidable casualty, or similar causes beyond the control of the parties, in which case the security deposit paid under Article Four shall be refunded in full.

22.5 Books, Records, and Inspections. LICENSEE shall keep accurate books and accounts of the matters upon the basis of which payments specified in Paragraph 4 are to be computed and ascertained. Such books and records shall be open and available for inspection by CITY upon the official request of the General Manager of the Alamodome/Convention & Sports Facilities, with 72 hours prior notice, during regular working hours between Monday and Friday and any time during the Term of the Agreement. CITY agrees to use its best efforts to keep the information acquired from the examination of such books and records confidential and that it will not disclose any of such information directly or indirectly or use such information for any purpose during the Term of the Agreement or any time thereafter except with respect to the disclosure of information concerning the amount of the use payments made to CITY pursuant to Paragraph 4.1, and except with respect to the disclosure of information which is required by the laws of the State of Texas, pursuant to the Texas Public Information Act, Texas Government Code Chapter 552. CITY shall comply at all times with the Texas Public Information Act.

22.6 Notices. Any notice or communication hereunder shall be in writing, and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at their following addresses:

If to the City:

Nicholas A. Langella, CFE  
Alamodome General Manager  
Convention & Sports Facilities  
100 Montana Street  
San Antonio, TX 78203  
(210) 207-3602  
[Nicholas.Langella@sanantonio.gov](mailto:Nicholas.Langella@sanantonio.gov)

If to the Licensee:

Derrick Fox  
President/CEO  
San Antonio Bowl Association  
100 Montana Street  
San Antonio, TX 78203  
(210) 226-2695  
[derrickf@alamobowl.com](mailto:derrickf@alamobowl.com)

With a copy to:

City Clerk  
City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283-3966

Either party hereto may, at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

22.7 Nondiscrimination. LICENSEE agrees to comply with all applicable Federal, State, and County laws regarding nondiscrimination. As a party to this Agreement, LICENSEE understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

22.8 Taxes. LICENSEE agrees to pay on a current basis all taxes or assessments, if applicable, levied on its activities and property; PROVIDED, however, that nothing contained herein shall modify the right of LICENSEE to contest any such tax, and LICENSEE shall not be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

**EBMS NO. 6948**

22.9 Non-Waivers. Neither the waiver by either party to this Agreement nor any breach of any agreement, covenant, condition, or provision thereof, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of, any such agreement, covenant, condition, or provision, shall be considered to be a waiver of any such agreement, covenant, condition, or provision or of any subsequent breach thereof. No provision of this Agreement may be waived except by written agreement of the party to be charged.

22.10 Texas Law Controlling; Where Actions Brought. This Agreement shall be deemed to be, and is, made in and shall be in accordance with the laws of the State of Texas, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement shall be brought in Bexar County, City of San Antonio, Texas.

22.11 Paragraph Headings. The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

22.12 Entire Agreement. This Agreement and any attachments hereto constitute the entire Agreement between CITY and LICENSEE and may not be altered, amended, or modified except by an instrument in writing signed by the parties hereto with the same formality as this Agreement.

22.13 No Partnership. Nothing contained herein shall make, or be deemed to make, CITY and LICENSEE a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture, but only the relationship of licensor and licensee.

22.14 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.

**EBMS NO. 6948**

22.15 Alamodome Tours. CITY shall not conduct or permit tours of the Alamodome on the day of the Event without prior consent of LICENSEE, except that where CITY has contracted with a person or persons for a non-public group tour prior to the execution of this Agreement. Said tour will be permitted in those areas of the Alamodome mutually agreeable to CITY and LICENSEE.

22.16 Permits and Licenses. It is understood and agreed that LICENSEE is responsible for obtaining all necessary permits and licenses.

22.17 Compliance with Applicable Law. LICENSEE shall be responsible for compliance with all applicable laws, statutes, codes, and regulations, including without limitation those relating to providing a safe working environment to employees and, specifically, the requirements of the Texas Industrial Safety and Health Act (TISHA), and the Americans with Disabilities Act (ADA). CITY shall make available, at no cost to LICENSEE, a Telflex AAR-1 Assistive Listening System, consisting of a transmitter and wireless receivers, for use during the Event.

LICENSEE in compliance with the provisions of the ADA, shall:

- (a) Utilize the provided system or supply one of its own;
- (b) Advertise the availability of the assistive listening devices through the use of on site signs, brochures and/or distributed promotional materials; and
- (c) Maintain an audio feed to the system.

CITY is responsible for the proper storage, collection and prompt return of the loaned devices at the end of the Event.

22.18 LICENSEE shall require that all of its subcontractors and vendors comply fully with the terms and conditions of this Agreement.

22.19 Registered Agent and Service of Process on LICENSEE. LICENSEE shall have and continuously maintain in the State of Texas a registered agent pursuant to the applicable provisions of Texas Law and notice herein. The registered agent shall be an agent of LICENSEE upon whom any process, notice, or demand required or permitted by law to be served upon LICENSEE may be served. LICENSEE shall give CITY written notice of the name, street, address, and telephone number of its registered agent prior to signing this Agreement unless otherwise agreed to by CITY.

22.20 Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Charter of the City of San Antonio, the City Code of San Antonio, or ordinances of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

22.21 Assignments. LICENSEE shall not assign or transfer LICENSEE'S interest in this Agreement without the written consent of the General Manager of the Alamodome/Convention & Sports Facilities. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

22.22 Suites. LICENSEE shall have the exclusive right to market suites to each Alamo Bowl and will receive use of eight (8) suites for the Alamo Bowls at no charge ("LICENSEE Suites"). LICENSEE may utilize LICENSEE's Suites or sell them and retain the revenues from such sales without being required to pay CITY, as set forth below. CITY shall have the right to retain and use four (4) suite locations (~~229A, 229B, 208A and 208~~215A, 215B, 232A, and 236B). Tickets for suites utilized by the CITY shall be furnished by the LICENSEE at no costs. LICENSEE shall also be granted the exclusive sales rights to market the remaining suites (not CITY Suites or LICENSEE Suites) and retain revenues derived there from then pay the CITY a sum of \$1,500 for each suite sold ("Suite Payment"). If additional suites are built on the south end, the CITY shall have the right to one (1) additional suite location and the Alamo Bowl shall use two (2) additional suite locations at no cost.

**EBMS NO. 6948**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF SAN ANTONIO

SAN ANTONIO BOWL ASSOCIATION

*(Please sign in blue ink)*

By: \_\_\_\_\_  
Sheryl Sculley  
City Manager

By: \_\_\_\_\_  
Derrick Fox  
President/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert F. Greenblum  
City Attorney

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Leticia M. Vacek  
City Clerk

Date: \_\_\_\_\_

