



**CITY OF SAN ANTONIO
ALAMODOME**

November 17, 2015

Mr. Josh Furlow
 President
 Competitor Group, Inc.
 9477 Waples Street, Suite 150
 San Diego, CA 92121

Dear Mr. Furlow:

This will serve as the Letter of Agreement between the City of San Antonio (Convention & Sports Facilities/Alamodome) and Competitor Group, Inc (Licensee). The City and Licensee are in mutual agreement that the Rock ‘n Roll Marathon shall be held in Parking Lot B and C in accordance with the 5-Year term, with one two-year option, shown below:

TERM:	Sunday, December 4, 2016	12:00 a.m. – 11:59 p.m.
	Sunday, December 3, 2017	12:00 a.m. – 11:59 p.m.
	Sunday, December 2, 2018	12:00 a.m. – 11:59 p.m.
	Sunday, December 8, 2019	12:00 a.m. – 11:59 p.m.
	Sunday, December 6, 2020	12:00 a.m. – 11:59 p.m.
	Sunday, December 5, 2021	12:00 a.m. – 11:59 p.m.
	Sunday, December 4, 2022	12:00 a.m. – 11:59 p.m.

Licensee shall notify City in writing no later than 90 days after the conclusion of the 2020 Event, of its intent to exercise the one two-year option shown above. The dates for each of the Events for the years 2016 through the termination of this Agreement, or any extension thereof, shall be as stated above or such other dates as may be mutually agreed upon by the parties.

Should any or all of the December 2016-2022 dates, as applicable, currently held for UTSA not be utilized, City shall notify Licensee of the dates as they become available to allow Licensee additional ingress days into parking lots. Any such additional ingress day(s) shall be included in this Letter of Agreement through an addendum, which shall not require further City Council approval. If Licensee elects to use such additional ingress day(s) within the two-week period specified for payment, Licensee shall pay the move-in fee due upon notifying City of its election to use the additional ingress day(s).

LOCATION: Parking Lot B and Parking Lot C located at the Alamodome shall be used by Licensee for the Rock ‘n Roll Marathon Race Day Finish Line.



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- RENTAL FEE:** The Event day(s) rental fee for the use of Parking Lot B shall be \$7,500 per Event day, which includes two (2) ingress days free of charge. The Event day(s) rental fee for the use of Parking Lot C shall be \$7,500 per Event day, which includes one (1) ingress day free of charge. Parking Lot A may be made available as an additional parking lot for a rental fee of \$7,500 per Event Day, which will not include ingress days. If additional ingress days are required for the use of the three (3) Alamodome parking lots, Licensee shall pay City an additional rental fee of \$7,500 per parking lot for each additional ingress day. The rental fee is to be submitted by Licensee to City at least two weeks prior to the Rock ‘n Roll Marathon Race Day Finish Line.
- STAFFING FEE:** If the City determines parking lot attendants are necessary for this Event, the City shall post the minimum requirement of parking lot attendants at each designated parking lot for the safety and welfare of all involved in the Rock ‘n Roll Marathon. City shall bill Licensee for the cost associated with parking lot attendants, if City deems parking lot staff is necessary.
- OTHER STAFF & EQUIPMENT:** All other event staffing (medical services, fire marshal services, etc.) and equipment services required for this Event shall be coordinated and requested by the Licensee at the expense of the Licensee.
- SECURITY:** The Alamodome does not provide security in the parking lots. If security is required, Licensee may contact the San Antonio Police Department Off-Duty Employment Unit at (210) 207-7020 to arrange for security in the parking lots at the expense of the Licensee.
- CATERING:** Catering services can be made available at the expense of the Licensee, unless prior arrangements have been reviewed, approved and mutually agreed upon by the Licensee and the Alamodome Management Team. No other party shall be allowed to provide catering, concessions, nor delivery services inside/outside the Alamodome. Licensee acknowledges that City has previously granted exclusive catering and concessionaire licenses to the Alamodome Caterer and Concessionaire for the right to provide Catering and Concession Services in the Alamodome. Licensee shall use City's designated caterer and concessionaire in accordance with guidelines promulgated by City's General Manager of the Alamodome/Convention & Sports Facilities. Food and beverage services including water are arranged through City's designated Caterer only at Licensee's expense. **IF APPLICABLE:** Food and beverage sampling/distribution provided by Licensee will be subject to prior approval of the General Manager of the Alamodome/Convention, Sports, & Entertainment Facilities. Food and beverage sampling/distribution provided by Licensee is to remain in compliance with the standard 2-ounce food sample and 4-ounce beverage sample established by City.
- COPYRIGHT 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.



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COPYRIGHT

INDEMNIFICATION: LICENSEE agrees to INDEMNIFY and DEFEND at its own expense CITY, its officials, and 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.

ADVERTISING 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) If the Event is broadcast, the broadcast station can display one (1) temporary identification banner. If additional banners are to be displayed, a proposed display plan will be presented to the General Manager of the Alamodome/Convention & Sports Facilities or his/her designee for approval prior to the Event. The type, location, installation, and removal of banner(s) must receive prior City approval. In any event, all temporary advertising is subject to the non-alcoholic advertising restrictions below.
- (d) Event sponsor identification including banners, temporary panels, and other types of promotional items and displays and visual acknowledgment during the Event. **The type, content, location, installation, and removal of sponsor identification must receive prior approval from the** General Manager of the Alamodome/Convention & Sports Facilities.

ADVERTISING EXCLUSIVE 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 advertising in any form placed in the Alamodome and all parking lots, walkways, driveways and plaza areas included within the Alamodome complex, except that Licensee's beverage sponsors may display identification including banners .



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**ADVERTISING
EXCEPTIONS:**

No exceptions to the above methods of promotion and commercial advertising shall be permitted during the Term without prior approval of City. Licensee shall be responsible for communicating the terms of this Article to the Event sponsors and for full compliance with the restrictions stated herein.

GOVERNING LAW:

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. 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 the Americans with Disabilities Act (ADA).

TERMINATION:

Violation by Licensee of any material covenant, agreement or condition contained herein shall be cause for termination hereof 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 Agreement if Licensee should, prior to the date of occupancy thereunder, violate any material covenant, agreement, or condition in any other agreement which 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 Licensee by Director. Licensee waives any and all claims for damages against City resulting from such cancellation.

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.

Should Licensee relocate the Event to another venue, Licensee agrees to notify City by certified written documentation informing City of such change. Upon receipt of the certified written documentation from Licensee, this Agreement shall immediately terminate and City agrees to release Licensee from all payments for future Events.

INSURANCE:

Attachment "A" contains the insurance requirements and indemnification clause for this event. The City of San Antonio Risk Management Department is requesting that the actual Endorsement Page from the policy where the City is added as an additional insured, either specifically named or a blanket endorsement be submitted along with the Certificate of Liability. The certificate alone is not evidence of coverage for the City of San Antonio. Per the Letter of Agreement that Licensee signs, the City must be added as an additional insured onto the Commercial General Liability policy. This can only be done by endorsing the policy. The certificate is only a snapshot of what coverage was purchased; it does not guarantee coverage to the City of San Antonio. Therefore, the Risk Management Department will not approve the Certificate of Liability without the Endorsement Page. It is very important Licensee comply with this request.

COMPLIANCE:

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



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NON-DISCRIMINATION: 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.

NOISE ORDINANCE: The City of San Antonio will be enforcing the Noise Ordinance during all Events held at the Alamodome in an effort to maintain a good relationship with the residential neighborhood community next to the Alamodome. Music, practices, and rehearsals for any parking lot Events, during the week and/or weekends, are to be held between 7:00 a.m. - 10:00 p.m. Code Enforcement Officers will monitor the noise decibels at the Alamodome and investigate any residential complaints. Licensee understands that Code Enforcement Officers shall enforce and issue citations to Events in violation of the noise ordinance.

If you concur with the information above, please sign in blue ink in the appropriate space below, scan the Letter of Agreement, and email directly to Lupe Gutierrez, Booking & Services Coordinator, at Guadalupe.Gutierrez@sanantonio.gov. A fully executed Letter of Agreement will then be returned to you by email as well. If you have any parking-related questions, please feel free to contact Frank Anaya, Jr., Alamodome Parking Coordinator, at (210) 207-3754 or should parking lot gates need to be unlocked, please contact Alamodome Security Control Office at (210) 207-3680.

Respectfully,

Michael Flores
Booking & Services Manager

CITY OF SAN ANTONIO

LICENSEE

(Please Sign in Blue Ink)

Nicholas A. Langella, CFE
Alamodome General Manager
Convention & Sports Facilities

Josh Furlow
President
Competitor Group, Inc.

Date: _____

Date: 11/16/2015



ATTACHMENT A

Insurance

1.1 Prior to the commencement of any work under this Agreement, Licensee shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Convention & Sports Facilities Department, which shall be clearly labeled “**Rock ‘N’ Roll San Antonio 1/2 Marathon & Full Marathon**” in the Description of Operations block of the Certificate. The original 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 original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title 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.

1.2 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.

1.3 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	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 with combined single limit coverage of \$500,000.	

For:

- (1) Owned/leased vehicles
- (2) Non-owned vehicles
- (3) Hired vehicles



1.4 As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by City, 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 - Alamodome
100 Montana Street
San Antonio, Texas 78203-1033

1.5 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:

- 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 City is an additional insured shown on the policy;
- Workers' compensation and employers' 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 10 days advance written notice for nonpayment of premium.

1.6 Within five (5) 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.

1.7 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.

1.8 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.

1.9 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.



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

INDEMNIFICATION

2.1 LICENSEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers 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, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to LICENSEE'S activities under this AGREEMENT, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant, subcontractor or vendor of LICENSEE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. 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 THE 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.

2.2 LICENSEE shall promptly advise CITY in writing of any claim or demand against CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE'S activities under this AGREEMENT.

2.3 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.

2.4 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.