

**ATTACHMENT B
CITY OF SAN ANTONIO
STINSON MUNICIPAL AIRPORT TERMINAL BUILDING
FACILITY USE AGREEMENT**

This Facility Use Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between City of San Antonio (“City”) and _____ (“Licensee”).

WHEREAS, the Stinson Municipal Airport (“Stinson” or “Airport”) is located at 8535 Mission Road, San Antonio, Texas 78214 and is a general aviation airport owned and operated by the City of San Antonio; and

WHEREAS, Licensee desires short term use of the premises; and

WHEREAS, the City has identified premises at Stinson suitable for use by Licensee on a temporary basis; and

WHEREAS, use by Licensee of identified premises for Event (as hereinafter defined) will not preclude future Airport use of the premises; and

WHEREAS, the ultimate use of the premises will remain an aviation-related purpose, and a temporary use extended to Licensee will not interfere with such ultimate purpose but is a response to community needs; and

WHEREAS, Licensee recognizes that City must fully comply with the self-sustaining federal grant assurance that subjects the use of Airport property for community purposes by other governmental agencies to special scrutiny; and

WHEREAS, City and Licensee desire to enter into an agreement for use of Airport premises subject to certain terms and conditions; NOW THEREFORE:

In consideration of the covenants and agreements contained herein, City and Licensee agree as follows:

Article 1. Grant of License: City grants to Licensee a license to use the space described below, subject to the terms and conditions of this Agreement, for the purpose of _____ (the “Event”). The parties agree that granting such license for use of the Licensed Space by City to Licensee does not adversely impact the Airport, and shall not in any way preclude future airport use of the space.

Article 2. Licensed Space: This license covers only the following space (collectively, the “Licensed Space”):

<u>Licensed Space</u>	<u>Square Feet</u>	<u>Maximum Occupancy</u>
_____	_____	_____
_____	_____	_____

This Agreement does not entitle Licensee or Licensee’s officers, employees, agents, contractors, or invitees to occupy, enter or use any area, facility or equipment not included within the above description of the Licensed Space except those portions of the premises designated by City for entrance to and exit from the Licensed Space for attendance of the Event and set up before, clean up after the Event.

Article 3. Term: The period during which Licensee is entitled to use the Licensed Space is herein called the “Term.” All set-up and take-down activities in the Licensed Space shall occur during the Term. The Term of this Agreement is as follows:

<u>Date</u>	<u>Commencement Time</u>	<u>Termination Time</u>
_____	_____	_____

Article 4. Use Fee: Licensee agrees to pay City a \$_____ use fee as consideration for Licensee’s use of the Licensed Space for the purpose described above (the “Use Fee”). The Use Fee shall be paid to City no less than ten (10) business days prior to the Event. It is agreed that the Use Fee is a fair-market rate and that granting such a license to licensee provides an additional benefit to the Airport by contributing to good relations with surrounding communities

Article 5. Deposit: At the time of execution of this Agreement, Licensee shall pay City, as a deposit, the sum of \$_____ (50% of the Use Fee) which shall be credited to expenses such as the Use Fee or any other amounts due to City hereunder.

Article 6. Overtime: Licensee shall pay to City as an additional fee the sum of \$100.00 for each hour or fraction of an hour that Licensee or Licensee’s officers, employees, agents, contractors, or invitees remain in the Licensed Space beyond the Term.

Article 7. Staff Time: If the presence of Aviation Department staff is requested by Licensee or required by the Aviation Department, Licensee shall pay to City as an additional fee of \$30.00 per hour per person or fraction of an hour that each staff member is required to be present. There is a two hour minimum charge per staff member for Aviation Department Staff time.

Article 8. Custodial Services: If custodial services are requested by Licensee or required by the Aviation Department, Licensee shall pay to City as an additional fee of \$21.75 per hour per person or fraction of an hour for each custodian that is required to be present. There is a two hour minimum charge per custodial staff member.

Article 9. Audio Visual Equipment: In the event Licensee requires audio visual equipment, City may also provide, at Licensee’s expense, such equipment as Licensee shall timely and reasonably request at rates specified on the Services and Equipment Schedule attached hereto as Exhibit 1 and incorporated herein by reference. Any expenses due from Licensee shall be paid at the conclusion of the Event upon invoice from City.

Article 10. Payments: Licensee shall make all deposits and payments under this Agreement by certified check, bank money order, or business check made payable to the Aviation Department, and delivered to City at the following address:

Aviation Department
 Attn: Stinson Airport Manager
 8535 Mission Road, San Antonio
 Texas 78214

Article 11. Utilities, Operating Personnel, Services, and Equipment: City shall furnish customary heating, lighting, water, electricity, and air conditioning for the Licensed Space. City shall have the sole right to provide, at Licensee’s expense, personnel and services (including custodial) in connection with Licensee’s use of the Licensed Space.

Article 12. Insurance: No later than ten (10) days prior to the commencement of any event at City of San Antonio’s (“City”) facility, Licensee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to City and the City’s Department of Culture and Creative Development, which shall be clearly labeled “Stinson Facility Use Agreement” 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) 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 the City.

Licensee must provide insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<p>1. Broad form Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you 	<p>For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</p> <p>f. \$100,000</p>
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Licensee agrees that with respect to the above required insurance, the policy is to contain or be endorsed to contain the following provisions:

- Name City and the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects the activities occurring on the leased property.
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- General Liability policy will provide a waiver of subrogation in favor of the City.

Failure to comply with these requirements may result in termination of this Agreement for cause by City.

Article 13. Compliance with Law: Licensee warrants and agrees that the Event and all associated activities are in compliance with all applicable federal, state, and local laws, rules and regulations including but not limited to, any rules, regulations and permitting requirements of the Texas Alcoholic Beverage Commission (“TABC”). Furthermore Licensee shall comply with all City of San Antonio Ordinances, including but not limited to the Sexually Oriented Business Ordinance, Smoking Ordinance and all other local, State, and Federal Laws.

Article 14. Alcoholic Beverages/Security Personnel: Licensee will not sell or give away or allow beer, wine, or any beverage of alcoholic content to be sold, given away, sampled, or consumed in the Licensed Space or any part of the surrounding premises, Licensees shall do so only through a bartender licensed by the TABC and only in accordance with the rules and regulations promulgated by City and in compliance with the laws of the State of Texas. Licensee also agrees to obtain Liquor Liability Insurance and any required TABC permits for the Event if alcoholic beverages will be served. San Antonio Police Department off-duty police officers shall be retained for the provision of security personnel at the Facility. Licensee shall contract directly with and be responsible for all charges for the services of San Antonio Police Department off-duty police officers.

Article 15. Assignment: Licensee shall not transfer or assign the license granted by this Agreement. Any attempt to transfer or assign the license shall be void and shall confer no right upon any third party.

Article 16. Occupancy Capacity: Licensee shall not admit into the Licensed Space at any time a larger number of persons than approved by City]. For this Event, the maximum approved occupancy for each room is set forth in Section 2 above.

Article 17. Care of Property: Licensee shall take good care of the Licensed Space and all property located therein and shall leave the Licensed Space clean and orderly after use. Licensee shall be liable for the cost of any cleaning, repairs, restorations or replacements to the Licensed Space or City’s property necessitated by Licensee’s or Licensee’s officers, employees, agents, contractors, or invitees’ use, and Licensee shall reimburse City for all such costs within three days after delivery of an invoice therefor.

Article 18. Notices: Any notices, consents, or approvals required or permitted hereunder shall be properly given if in writing and personally delivered or delivered by certified mail, return receipt requested, and addressed to the following (unless other provisions specifically set out elsewhere in this Agreement):

To City:

Attn: _____

To Licensee:

Attn: _____

Article 19. Custody of Property: In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Licensed Space by or for Licensee, City shall act solely for the accommodation of Licensee and neither City nor any of its officers, employees or agents shall be a bailee or liable for any loss, damage, or injury to such property.

Article 20. Control of Premises and Right to Enter: In permitting the use of the Licensed Space, City does not relinquish custody and control thereof, and specifically retains the right to enforce any and all laws, rules and regulations applicable to the Licensed Space, and representatives of City may enter any portion of the Licensed Space at any time and on any occasion without any restrictions.

Article 21. Property Restrictions: Licensee shall not use or permit the Licensed Space to be used for any purpose other than that set forth herein. Licensee further covenants and agrees to use the Licensed Space in accordance with the Stinson Municipal Airport Facility Use Policy set out in Exhibit 2 of this Agreement.

Article 22. Indemnification: Licensee agrees to indemnify, defend, and hold harmless City and its officers, employees, and agents against any and all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines and penalties; for supplies, services, or merchandise purchased by Licensee; for wages or fringe benefits of Licensee's employees or contractors; or for injury or death of any person or damage to any property that directly or indirectly result from the acts or omissions of, of use of the Licensed Space or surrounding premises by, Licensee or Licensee's officers, employees, agents, contractors, or invitees associated in any way with this Agreement. Licensee will not do or permit to be done anything in or upon any portion of the Licensed Space or surrounding premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policies insuring the Licensed Space or surrounding premises or any part thereof against loss. Further, LICENSEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and 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 the 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, sub-lessee or subcontractor of LICENSEE, and its respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the 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 FOR THE STATE OF

TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO City AND THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this Indemnity 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 advise City in writing within 24 hours of any claim or demand against Licensee or City or known to Licensee related to or arising out of Licensee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Licensee's cost. The 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.

Article 23. Cancellation for Cause by City: City may cancel this Agreement for cause, such as if Licensee fails to comply with the terms and conditions of this Agreement, fails on request to demonstrate in a manner acceptable to City that Licensee is willing and able to perform adequately all required duties and responsibilities related to the Event, or if any other similar cause occurs that justifies cancellation, in the discretion of City. In any such event, no deposit or fee refund shall be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by City in connection herewith, shall be made payable immediately to City by Licensee as liquidated damages and not by way of penalty.

Article 24. Cancellation by City for Regulatory or Aviation Purposes: City may cancel this Agreement whenever the Premises are needed for an aviation-related purpose or a federal, state or other governmental or regulatory agency having oversight over the Airport requires that this Agreement be terminated. In any such event, all deposits or fees shall be refunded immediately to Licensee by City as liquidated damages and not by way of penalty.

Article 25. Force Majeure: City may cancel or temporarily suspend the performance of any part of this Agreement without advance notice upon the occurrence of conditions or events that make performance not feasible, including without limitation, acts or omissions of government or military authority, acts of God, fires, floods, riots, wars, terrorist acts, or the requisitioning of the Licensed Space by any governmental agency ("*Force Majeure*"). In the event of a *Force Majeure*, this Agreement shall terminate and City shall refund to Licensee any deposit or fee previously paid to City. Other than the aforementioned refund, Licensee hereby waives any claims for any damages or compensation it may have against City should this Agreement be so terminated.

Cancellation by Licensee or Failure to Take Possession: Unless otherwise agreed to by the parties, if Licensee shall cancel this Agreement at least thirty (30) days prior to the date of the Event, City shall reimburse Licensee all the Use Fee and expenses Licensee may have previously paid to City in association with the Event. Unless otherwise agreed to by the parties, if Licensee shall cancel this Agreement less than thirty (30) days prior to the Event, or fail to take possession of or use the Licensed Space covered by this Agreement, a cancellation fee of fifty percent (50%) of the Use Fee and payments by City or any and all expenses incurred by City in connection with the Event shall be made payable immediately to City by Licensee as liquidated damages and not by way of penalty.

Article 26. Assumption of Risk: Licensee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in the Licensed Space. City and its officers, employees and agents shall not be responsible or liable for any loss of, or damage to, property while in the Licensed Space regardless of how the loss or damage is sustained. Licensee is responsible for any and all actions of Licensee's employees, representatives, agents, invitees contractors, and subcontractors.

Article 27. Removal of Property: In the event Licensee fails, neglects, or refuses to remove its property from the Licensed Space prior to the expiration of the Term, said property shall be deemed abandoned and City shall have the right to move, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee. Licensee hereby irrevocably constitutes and appoints City as its special attorney in fact to do and perform all acts necessary in removing, storing, and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefor.

Article 28. Waivers and Modifications: No waiver of any provision hereof shall be effective unless stated in writing and signed by City and Licensee. No such waiver shall constitute a waiver of the same provision on a subsequent occasion, nor of any other provision of this Agreement. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder shall not constitute a waiver of such right, remedy, or privilege.

Article 29. Nondiscrimination & Affirmative Action Regulations: Licensee, as a party to a contract with the City, understands and agrees to comply with the Non-Discrimination Policy of the City 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. As part of said compliance, Licensee shall adhere to City's Non-Discrimination Policy in the solicitation, selection, hiring or commercial treatment of vendors, suppliers or commercial customers, further, Licensee shall not retaliate against any person for reporting instances of such discrimination.

Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall be discriminated against on the grounds of race, creed, color, national origin, sex, age, or disability. Lessee covenants and agrees to comply with all requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities set out in **Exhibit B**.

Article 30. Miscellaneous Provisions:

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior agreement, written or oral, will be effective to vary the terms of this Agreement.
- b. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.
- c. All contracts related to the Event, including contracts between Licensee and caterers, speakers, performers, managers and others, must be made available to City for review prior to the Event.
- d. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

- e. If legal action, such as civil litigation, is necessary in connection with this Agreement, exclusive venue shall lie in Bexar County, Texas.
- f. Any claim or cause of action that accrues to any party under this Agreement shall survive the termination of this Agreement.
- g. Should City commence suit against Licensee under the terms of this Agreement because of Licensee's breach thereof, Licensee agrees to pay City's reasonable attorneys' fees, costs, and expenses.
- h. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.
- i. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.
- j. Time, and especially time of payment of monies due from Licensee, shall be of the essence of this Agreement.
- k. The parties shall be independent contractors in the performance of this Agreement and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other.
- l. Granting a license for use of the facility to Licensee in no way constitutes endorsement of the policies or beliefs of the organization or individual using the Licensed Space.

Article 31. Force and Effect: This Agreement shall have no force or effect unless fully executed by both parties. The original hereof shall be delivered to City. Licensee covenants and agrees that its failure to fully and faithfully perform all covenants and agreements hereunder shall excuse City's continued performance.

EXECUTED by the parties as of the dates indicated below.

CITY OF SAN ANTONIO:

LICENSEE:

By: _____
Aviation Director

By: _____

Date: _____

Printed Name

Approved as to form:

Title

Date: _____

City Attorney

Exhibit 1

Services and Equipment Schedule

Available Equipment	Rate
65" Large screen television	\$30
Portable podium	\$20
Overhead projector with projection screen	\$10
Wireless microphone	\$5
DVD player	\$20
Easel	\$5

DRAFT

Exhibit 2
Stinson Municipal Airport Facility Use Policy

I. Purpose

Stinson Municipal Airport (Stinson) is the second oldest general aviation airport in continuous operation in the United States and is the primary reliever for general aviation traffic in San Antonio, Texas. Stinson is owned by the City of San Antonio and is a part of the San Antonio Airport System.

Located within the SSF terminal building is event space. The primary purpose of the event space at Stinson is to provide space for City of San Antonio Aviation Department operational business events and the promotion of San Antonio’s aviation and aerospace industries. When not being utilized for the aforementioned purposes, the event space is available to the public pursuant to a license agreement so long as the use does not impair or interfere with the operational functions of the airport and conforms to the terms and conditions of this Facility Use Policy.

The City of San Antonio Aviation Department will not discriminate in making its premises available for use on the basis of race, national origin, religion, gender, age, political affiliation, or physical limitation.

II. Definitions

- A. *City* – City of San Antonio
- B. *Stinson* – Stinson Municipal Airport
- C. *Policy* – Stinson Municipal Airport Facility Use Policy
- D. *User* – individual(s) or group(s) who signs the Agreement
- E. *Agreement* - the Facility Use Agreement the User must execute to lease the Stinson event space
- F. *Facility Use Fee* – the rental fee charged for the use of the event space
- G. *Regular Business Hours* – 8:00am – 5:00pm., Monday – Friday
- H. *After Hours* – after 5:00 pm, Monday – Friday, all day Weekends and Holidays
- I. *Holiday* – those holidays that are officially observed by the City

III. Regulations

- A. *Event Spaces Available for Use*

Event Space	Arrangement	Capacity
Executive Conference Suite (Rooms A/B)	Banquet	112
Executive Conference Room A	Classroom	72
Executive Conference Room B	Conference	10

Requests for lobby, courtyard or any ancillary spaces are subject to availability and approval of the Stinson Airport Manager. Event space configurations, furniture and available equipment are listed on Attachment A.

B. Authorization for Event Space Use

1. The City's Aviation Department (Aviation Department) is responsible for managing Stinson Municipal Airport, which includes use of the event space.
2. The Policy shall be implemented by the Aviation Department acting through the Stinson Airport Manager.
3. Permission to use Stinson event space in no way constitutes endorsement by the City of the policies or beliefs of the User.
4. Consideration for use will be given on a first-come/first-serve basis. The Stinson Airport Manager will determine the number of events operated simultaneously at Stinson and does not guarantee sole use of the facility.
5. If use is approved, in order to secure a reservation, the User shall execute a Facility Use Agreement, a sample of which is included in Attachment B, and submit payment of the Facility Use Fee and any other applicable service fees to the Stinson Airport Manager with the executed Agreement. Checks or money orders are payable to City of San Antonio. Reservations for the event spaces will be confirmed no more than one year in advance.
6. User must agree to abide by the Policy set forth herein Agreement.
 - a. Unless otherwise approved in writing by the Stinson Airport Manager, event spaces may be used during Regular Business Hours, not including holidays and weekends.
 - b. Notice of cancellation must be given in writing to the Stinson Airport Manager.
 - i. Cancellations received at least thirty (30) days prior to the date of the event, will result in no cancellation fee.
 - ii. Cancellations received less than thirty (30) days in advance will result in a cancellation fee of 50% of the entire Facility Use Fee paid.
7. User or User's representative shall remain on Stinson for the period time the event space is dedicated to User's use per the Agreement to:
 - a. Ensure the safety and security of attendees and the event space,
 - b. Be responsible for all actions of attendees,
 - c. Ensure the event space is used only for the purpose stated in the Agreement,

- d. Ensure minors are supervised by responsible adults at all times,
- e. Not allow unlawful or disruptive activities, and
- f. Ensure that attendees observe the policies, regulations, and procedures set forth in this Policy.

C. Policies Regarding Use of Event Space

1. Authorized City staff may enter and remain in an event space at any time during a scheduled event. The City reserves the right to attend any events held on Stinson (except executive sessions of governmental bodies) to ensure that all activities comply with the event purpose stated in the Agreement and no unlawful activities are occurring on Stinson premises.
2. The event space shall remain locked at all times that the facility is not in use. City staff must provide access to the event space to User prior to any event.
3. If User requires City staff to assist User during the user's event, User shall arrange for and pay for such staff time prior to the event.
4. User shall have access and use of the furniture and equipment assigned to such event space, as set out in the Agreement. Any problems with furniture or equipment should be reported to the airport administrative office when detected.
5. Load-in and load-out of rentals and other equipment brought in by User for an event must be coordinated with the Stinson Airport Manager. User equipment and supplies shall not be stored at Stinson either before or after the event.
6. Aviation Department Staff assistance in arranging chairs and tables, in other than standard arrangement, as set out in this Policy, must be requested and approved in advance, preferably at the time of Agreement submittal. Any modifications after Agreement submittal must be requested no less than two (2) weeks in advance of event and, if applicable, require advance payment of fees as outlined in Section E. Aviation Department staff cannot assist with changes to furniture or equipment arrangement during an event.
7. Food and beverage may only be brought into the building for events by an approved caterer or by the restaurant located within the Stinson terminal. No "potluck" catering is allowed. No food and beverages shall be brought in by anyone other than an approved caterer or the restaurant located within the Stinson terminal.
8. Smoking is prohibited in Stinson Municipal Airport Terminal. Smoking is permitted in designated outside smoking areas only.
9. Handouts or registration materials may be distributed inside the event space or immediately outside the event space only. Handouts may not be distributed or posted in Stinson, except as approved by the Stinson Airport Manager.

10. Nothing shall be attached to the walls, ceiling, or any fixtures unless approved by the Stinson Airport Manager in advance.
11. No person shall engage in any solicitation for any purpose or in any manner on Stinson property unless such solicitation is authorized pursuant to an agreement with the City.
12. A list of vendors, to be used by User, with their contact person and telephone numbers must be provided to the Stinson Airport Manager at the time of Agreement execution. Delivery and arrival schedules for all vendors must be approved by the Stinson Airport Manager.
13. Users shall comply with all City of San Antonio Ordinances, City policies, state, and federal laws.
14. No person shall occupy Stinson streets, roads, or sidewalks in such a manner as to hinder or obstruct their proper operation or use by others. No person shall drive any vehicle across or upon any lawn or grassy area.
15. All furniture brought into the airport must have non-marring protective caps to avoid scratching floors. Movement of furniture must be done with the use of rubber wheeled dollies or carts. All furniture must be lifted, not dragged.
16. All Users shall observe the graphic boundaries associated with the Agreement as being absolute and shall not encroach on adjacent areas, ramp, hangers, or other tenant leased areas. No Users and attendees will be permitted to access city offices and the Airport Operating Area which includes aircraft parking areas, hangars, tenant leased areas, and areas intended to be used for the landing, maneuvering, and taking off of aircraft.

D. Event Space User Responsibilities

1. User is responsible for parking arrangements related to their event. Valet or parking vendors must be pre-approved in writing as part of the Agreement. No special or exclusive parking arrangements are permissible.
2. User must agree to restore the event space used to a reasonable degree of order - to as good, a condition (e.g. all waste material in appropriate receptacles) as it was found prior to the event. Failure to restore event space to this condition may result in additional charges for the required cleaning and revocation of authorization for future use. User may not hire an outside vendor for cleanup without prior written approval from the Stinson Airport Manager in order for ensuring the means and methods for cleaning the areas.
3. User is responsible for any loss or damage to City or Stinson tenant property including, but not limited, to adjoining facilities, building common areas, or building

exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, carpet, furniture, or any other property. Failure to pay for damages will result in revocation of authorization for future use and/or other necessary action.

4. The Stinson Airport Manager or designee will conduct a walk-through before and after each event. The authorized User must report to the designated Aviation Department staff member before set-up and again at the end of the event. Unless otherwise scheduled and approved, events must end by 5:00 p.m. to allow for clean-up and walk-through.
5. User shall comply with all Fire Department requirements and pay all necessary Fire Marshall fees to the appropriate persons prior to the event.

E. Fees

1. Fee Schedule for Rental of Stinson Municipal Airport Event Spaces

The fee schedule shall apply to all Users except City Staff who wish to use the facilities. The license fee (“Facility Use Fee”) and any applicable Service Fees must be paid upon execution of Agreement prior to use. A User must reserve and pay for adequate time to provide for set-up and clean-up.

a. Facility Use Fee:

Event Space	Commercial Rates					Non-Profit Rates				
	Rate - Regular Hours		Rate - After Hours, Weekends & Holidays			Rate - Regular Hours		Rate - After Hours, Weekends & Holidays		
	# Hours 1 - 4	# Hours 4 - 8	Hours 8am-5pm	Hours 6pm-11pm	Hours 8am-11pm	# Hours 1 - 4	# Hours 4 - 8	Hours 8am-5pm	Hours 6pm-11pm	Hours 8am-11pm
Executive Conference Suite (Rooms A/B)	\$225	\$400	\$800	\$800	\$1,200	\$135	\$240	\$480	\$480	\$720
Executive Conference Room A	\$150	\$275	\$550	\$550	\$800	\$90	\$165	\$330	\$330	\$480
Executive Conference Room B	\$75	\$125	\$250	\$250	\$400	\$45	\$75	\$150	\$150	\$240

b. Service Fees effective as of the date the program is approved by the City Council of San Antonio:

- i. If the presence of additional Aviation staff is requested by the User or required by the Aviation Department, compensation for each staff member will be charged at the following rate:

\$30.00per hour* (2 hr. minimum charge)
 - ii. If custodial services are requested by the User or required by the Stinson Airport Manager, compensation for each staff member will be charged at the following rate:

\$21.75 per hour* (2 hr. minimum charge)
 - iii. Aviation Department staff and custodial services assistance must be approved and paid for at the time the Agreement is submitted.
 - iv. No gratuities are to be given to the City staff.
 - v. The User incurring charges not requested or paid for in advance, including Aviation Department staff time, or staying beyond reserved time, will be billed according to the fee schedule set forth in this Policy. Failure to pay the fee will result in the User's loss of the privilege of using the event space(s) until the fee is paid.
- * Service Fees may be changed from time to time upon City Council approval.

2. Audio Visual Equipment Rental Rates

- a. The rates below include the set-up of and instruction on the operation of the audiovisual equipment. If Aviation Department staff assistance in the operation of audiovisual equipment is required during the event, it must be arranged in advance, preferably at the time of Agreement submittal and any subsequent modifications need to be requested no less than two (2) weeks in advance and require advance payment of fees as outlined in this policy. Damaged or lost equipment will be charged to User at Manufacturer's Suggested Retail Pricing.

Available Equipment	Rate
65" Large screen television	\$30
Portable podium	\$20
Overhead projector with projection screen	\$30
Wireless microphone	\$5
DVD player	\$20
Easel	\$5

- b. If the City of San Antonio is the intended User of the audiovisual equipment, fees for the use of the equipment will be waived.

3. Waiver of rental fees. The Aviation Director is authorized to waive or establish new rates and charges for rentals and services when it is determined that such action is in the best interest of the City.

F. *Alcohol*

1. If alcoholic beverages will be served, User must notify City of such at the time of reservation if (also referenced herein as “liquor”).
2. An approved caterer must be retained to serve liquor. Additionally, User shall ensure that all applicable liquor licenses and insurance policies are procured and current.
 - a. If alcoholic beverages are to be served, a copy of the Texas Alcoholic Beverage Commission (TABC) license of the approved caterer must accompany the Agreement.
 - b. All alcoholic beverages must be brought in and removed by the caterer. Stinson is not responsible for removal or disposition of alcoholic beverages left on Stinson.
 - c. The caterer assumes all responsibility for the serving of alcoholic beverages, consistent with the laws of the State of Texas and other regulatory authorities. All events that include approved alcohol service are required to use TABC-certified servers.
3. Events that serve alcohol are required to use an off-duty San Antonio Police Department officer for security. The final number of officers is determined solely by the SAPD Off-Duty Employment Unit (ODEU) based on the event requirement. User can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.
4. If alcohol will be served, User must have Tenant User Liability Insurance Program (“TULIP”) insurance coverage, at its own expense. Evidence of such insurance must be provided to the City prior to the event.
5. No person shall consume any alcoholic beverage except in the leased event space. No person in any public area of the terminal, any restricted area, or areas where aircraft operate and park, shall be in possession of a bottle, can, or other receptacle containing an alcoholic beverage that has been opened, or with a broken seal, or the contents of which have been partially removed, unless the bottle, can, or other receptacle is enclosed in a carrying case.

G. *Catering*

1. The caterer for any event at Stinson must be selected from the Stinson Municipal Airport List of Qualified Caterers. Caterers will pay the City ten percent (10%) of total food, non-alcoholic beverages and services & fifteen percent (15%) of total alcohol provided to the User, except when the catered event is for City departments for internal, official City of San Antonio business. These fees do not apply if the food vendor located within the Stinson terminal is selected to cater the event.
2. The Stinson Municipal Airport List of Qualified Caterers for any event held in the Stinson event spaces will be available from the Stinson Airport Manager for Users wishing catering. The list will be an open list with the Aviation Director having the authority to, without council authorization, enter into agreements authorizing caterers to provide catering services at the Stinson Municipal Airport Event Spaces so long as such caterer meets requirements on the Catering Agreement. If a requested Caterer is not on the approved list, the Caterer can complete the Stinson Catering Agreement and submit it to the Stinson Airport Manager who will submit it to the Aviation Director for approval.

H. *Decor/Floral Decorations*

1. Plans for decor are subject to the approval of the Stinson Airport Manager. Decor must not mar or affect the appearance of the airport structure and must be removed immediately following the event. No tape, adhesive, nails, screws, metal hooks, or the like may be placed on or driven in any walls, ceilings, windows, furniture, doors, or other interior or exterior surfaces or furnishings of Stinson. Nor may any decorations be hung from the ceiling mounted fixtures. Helium filled balloons are prohibited.
2. No glitter, rice, confetti, birdseed, sparklers, "silly string" or anything similar may be thrown or scattered on Stinson premises.
3. Any additional lighting must be approved by the Stinson Airport Manager. The lighting vendor must meet with the Stinson Airport Manager at least one (1) week prior to the day of the event to discuss electrical requirements.

I. *Music, Entertainment and Performance Groups*

1. Because event spaces are in close proximity to Stinson tenants and customers, noise is expected to be kept to a minimum during Regular Business Hours. As such, the use of music, either live or recorded, will not be allowed between the hours of 8:00 a.m. and 5:00 p.m. without the prior written approval of the Stinson Airport Manager.
2. Adult entertainment such as parties with female or male entertainers is not allowed.

3. The selection of music, entertainment, or performance groups must be approved in advance of the event by the Stinson Airport Manager. Music on the Patio is not allowed.

J. Publicity

1. User is responsible for the event's publicity. Publicity shall not include the Aviation Department or Stinson Municipal Airport telephone number or brands/logos. Neither the name nor the address of Stinson Municipal Airport may be used as a mailing address for organizations, groups, or individuals using meeting room facilities. Copies of all publicity must be submitted to the Stinson Airport Manager prior to publication.
2. Any signs on premises for directional or promotional purposes must be submitted to the Stinson Airport Manager the day before the event for posting since only Aviation Department staff may post signs. Unauthorized signs will be removed. At no time may materials be attached to walls, ceilings, windows, furniture, doors, or other interior or exterior surfaces or furnishings of the Stinson airport.

ATTACHMENT A
RENTAL OF STINSON MUNICIPAL AIRPORT
FACILITY USE POLICY
CONFERENCE ROOMS LAYOUT/FUNITURE

Executive Conference Room A/B - Furnished

- Banquet Set-up
 - Seats 112
 - 14 – 60” round tables
 - 112 chairs
 - 3 serving tables
- Portable podium
- 65” large screen television
- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel

Executive Conference Room A - Furnished

- Classroom Set-up
 - Seats 32
 - 16 classroom tables
 - 32 chairs
- Portable podium
- 65” large screen television
- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel

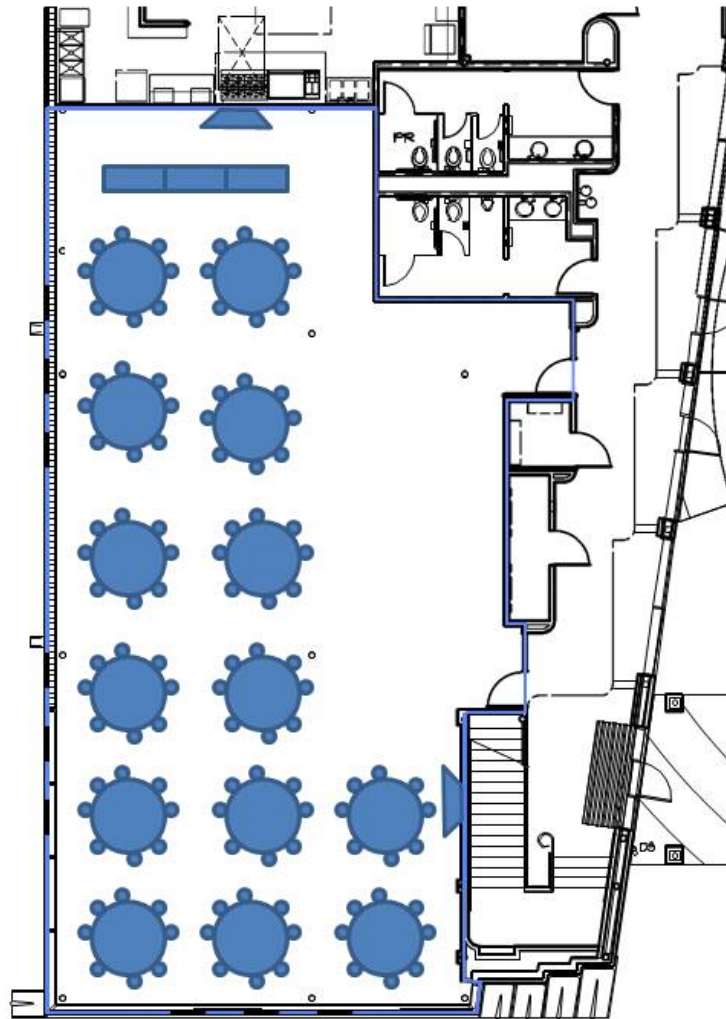
Executive Conference Room B - Furnished

- 1 large conference room table
 - Seats 10
 - Executive high back chairs
- Portable podium
- 65” large screen television

- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel

Attachment A-1

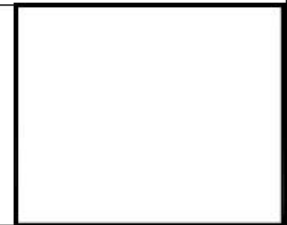
COSAAVIATIONPLANNING&DEVELOPING



Executive Conference Room A/B Banquet Set-Up – Seats 112



- 14 – 60" round tables
- 112 chairs
- 3 serving tables



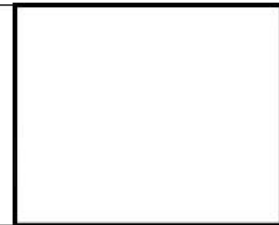
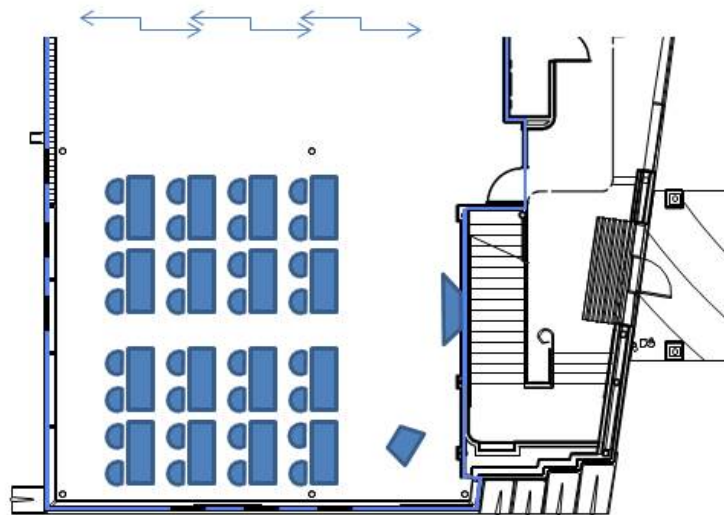
Attachment A-2

COSAAVIATIONPLANNING&DEVELOPING

Executive Conference Room A

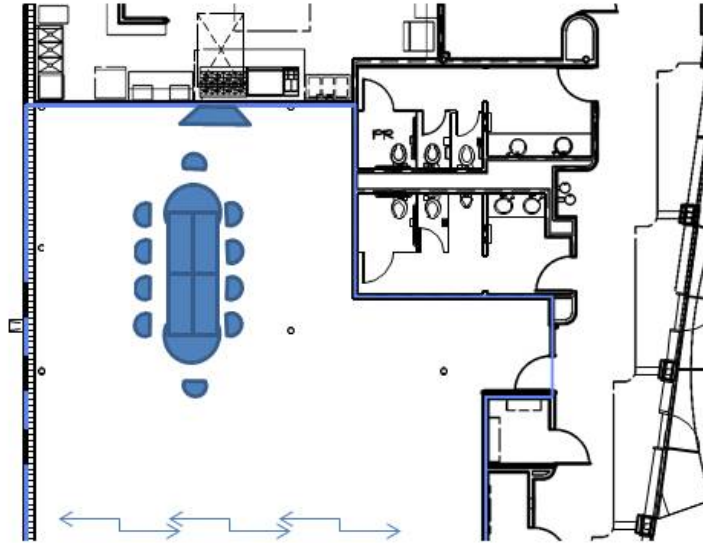
Classroom Set-Up – Seats 32

- 16 classroom tables
- 32 chairs
- Portable podium
- 65" large screen television
- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel



Attachment A-3

COSAAVIATIONPLANNING&DEVELOPING



Executive Conference Room B

Seats 10

- 1 large conference room table
- Executive high back chairs
- Portable podium
- 65" large screen television
- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel



EXHIBIT B
FAA REQUIRED CONTRACT PROVISIONS

- A. Compliance with Nondiscrimination Requirements. During the performance of this Lease, and with regard the Demised Premises, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees as follows:
1. Compliance with Regulations: Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
 2. Non-discrimination: Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of Lessee’s obligations under this Lease and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 4. Information and Reports: Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of Lessee’s noncompliance with the Non-discrimination provisions of this Lease, City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 6. Withholding payments to the Lessee under the Lease until Lessee complies; and/or
 7. Cancelling, terminating, or suspending the Lease, in whole or in part.

8. Incorporation of Provisions: Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request the City to enter into any litigation to protect the interests of the City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.
- B. Federal Fair Labor Standard Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation shall incorporate by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- C. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation shall incorporate by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- D. List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).