

November 12, 2015

Mr. Bruce Walton Director, Government Relations Competitor Group, Inc. 9477 Waples Street, Suite 150 San Diego, CA 92121

RE: November 30, 2016 – December 3, 2016 "RNR Marathon Expo"

November 29, 2017 – December 2, 2017 November 28, 2018 – December 1, 2018 December 4, 2019 – December 7, 2019 December 2, 2020 – December 5, 2020

December 1, 2021 – December 4, 2021 (Option Year) November 30, 2022 – December 3, 2022 (Option Year)

Dear Mr. Walton:

The Staff & Management of the San Antonio Convention and Sports Facilities thanks you for the opportunity to host the RNR Marathon Expo's for 2016, 2017, 2018, 2019, and 2020 with Option Years for 2021 and 2022.

Your lease agreement for rental of the Convention Facilities is attached. Please sign where indicated on the following pages: Information Sheet, Page 8 of the Lease Agreement, and the Space Addendums, and return all documents to our office. The signed contract is scheduled for return to our office by **November 16, 2015**. A countersigned copy will be returned to you when signed by the Director.

The Bodily Injury and Property Damage of \$1,000,000.00 per occurrence, with \$2,000,000.00 General Aggregate insurance is required by the City and must have the City of San Antonio named as the 'additionally insureds' and be received 60 days before the date of your event for review and verification. The description of operations portion of your **ACORD 25-S Certificate of Liability Insurance** form must read: Waiver of Subrogation under Workers' Compensation applies to City of San Antonio. The City of San Antonio, its officials, employees representatives and volunteers are Additional Insureds under Auto Liability and General Liability. It is agreed that this Insurance is primary and any Insurance or self-Insurance by the City of San Antonio shall be excess. The required certificate also needs to include the Endorsements page denoting City as additional insured.

Please contact me if you have any questions. We are looking forward to working with you to ensure an enjoyable and successful event.

Sincerely,

Jeff Cook, CMP

Booking and Services Manager

Enc.

JC/me

P.O. BOX 180	N FACILITIES 9 O, TEXAS 78296	200 E SAN		ET STREET TEXAS 78205	CONTRACT : CLASS & TY DATE RENT DEP. PAYABLE TO	PE Clas Nove \$28,	86 s III Conv. v ember 2, 20 760.00		T)
LICENSEE	Competitor Group, In	ıc.			EVENT RNR Marat	hon Expo 2	016		
ADDRESS	9477 Waples Street, S San Diego, CA 9212	Suite 150			WEB ADDRESS www.runrocknroll.com *PLEASE NOTE: UNLESS REQUESTED OTHERWISE, THIS INFORMATION IS OPEN TO PRESS, THE PUBLIC AND OUR WEBSITE CALENDAR WITH HYPERLINKS APPROVE LINK TO YOUR WEBSITE VIA OUR CALENDAR OF EVENTS YES				
CONTACT	Bruce Walton				EVENT CONTACT	SAME			
TITLE	Director, Governmen				TITLE				
PHONE	858-450-6510	FAX 858	-450-6905		PHONE		FA	λX:	
CELL PHONE					CELL PHONE				
EMAIL	bwalton@com			HEACE IS I IS	EMAIL TED IN CONTRACT -	ADDENDI	IIM I		
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MOVE-IN DA		TIME	06:00 AM		AGE GROUP: Adults	. 1	EST ATTEN	NDANCE: 20,00	00
STARTING D	ATE 12/02/16	TIME	11:00 AM		EXHIBITS: YES	X	NO	NUMBER	TBD
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CATERING C	CONCESSIONS & NO	VEI TIES			THE RK GROUP			(210) 225-453	35
EVENT SECU		VELTIES			SAPD OFF DUTY UNIT	Γ		(210) 223-433	
	JNICATIONS / INTER	NET SERVI	CES		MARTCITY NETWORK			(210) 258-890	
TICKET SALE	ES (Lila Cockrell Theatr	re)		TICKETMAS	TER / KATHY ROBINS	SON, Fiscal Oj	fficer	(210) 207-85	
BUSINESS CE	ENTER				THE UPS STORE			(210) 258-89:	50
RIGGING SEF					PSAV			(210) 308-013	
	SERVICES *Limited e		es (110v)		CTRICAL EXHIBITION		ES	(210) 662-94	
FIRE MARSH	l of ballrooms and meeting	g rooms only.			IAN ELECTRICAL SEF ONIO FIRE MARSHAL			(210) 227-034 (210) 207-369	
TIKE WAKSII	ALL		DDEEE		CE PROVIDERS	L OFFICE		(210) 207-30	7.5
PRODUCTION	N & AUDIO-VISUAL S	SERVICES	PREFE		PRESENTATION SER	VICES		(210) 308-013	82
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SAN ANTONIO

CONTRACT # 51929 SAP # 36946 C-4

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P.O. BOX 1809			AST MARK		DATE			vember 2	,
SAN ANTONIO,	TEXAS 78296			ΓEXAS 78205	RENT			8,760.00	
(210) 207-8500		www	.sahbgcc.com	<u>l</u>	PAYA	ABLE TO) THE <i>CI</i>	TY OF S	SAN ANTONIO
LICENSEE C	Competitor Group, Inc.				EVENT RN	R Maratl	on Expo	2017	
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_ <u>S</u>	an Diego, CA 92121								OAR OF EVENTS YES NO
CONTACT B	Bruce Walton				EVENT CONT	ГАСТ	SAME		
	Director, Government Re	lations			TITLE	IACI	SAME		
			-450-6905		PHONE				FAX:
CELL PHONE					CELL PHONE	Į.			
EMAIL	bwalton@competite				EMAIL				
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STARTING DAT		TIME	11:00 AM		EXHIBITS:	YES	X	NO	NUMBER TBD
ENDING DATE	12/02/17	TIME	05:00 PM		EXHIBIT ARI	. ,			Bridge Hall
MOVE-OUT DAT		TIME	11:59 PM		POLICE REQ				
	* ADDITIONAL \$400	00 PER 1					VDS PAST	T 12:00 M	IDNIGHT.
					<u>CE PROVIDER</u>	<u> </u>			
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CATERING, CON	CESSIONS & NOVEL	TIES			THE RK GR	OUP			(210) 225-4535
EVENT SECURIT					SAPD OFF DUT				(210) 207-7020
	CATIONS / INTERNET	SERVI	CES		MARTCITY NE				(210) 258-8900
BUSINESS CENT	Lila Cockrell Theatre)			TICKETMAS	TER / KATHY I THE UPS ST		ON, Fiscal	Officer	(210) 207-8554
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RIGGING SERVI	CES ERVICES *Limited electri	cal carvia	as (110v)	EDI EN EI E	PSAV CTRICAL EXH	IRITION	SERVI	TEC	(210) 308-0182 (210) 662-9450
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FIRE MARSHAL	L				ONIO FIRE MA			Е	(210) 207-3695
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PRODUCTION &	AUDIO-VISUAL SER	VICES			PRESENTATIO		/ICES		(210) 308-0182
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SAN ANTONI	O				CONTRA	CT# 5	1926	FILE	E# C-4	
CONVENTION	N FACILITIES	STREET	ADDRE	SS:	CLASS &	TYPE (Class III (Conv. With	Exhibits (N	VT)
P.O. BOX 1809)	200 EAS	T MARK	ET STREET	DATE			er 2, 2015		
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(210) 207-8500)	<u>www.sał</u>	nbgcc.com	<u> </u>	PAYABLI	TO THE	CITY OF	SAN ANT	ONIO	
LICENSEE	Competitor Group, I	nc.			EVENT RNR M	arathon Exp	ю 2018			
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ADDRESS	9477 Waples Street, San Diego, CA 9212				PRESS, THE PUBLIC AND APPROVE LINK TO YOUR	OUR WEBSITE	CALENDA	R WITH HYPER	LINKS	
CONTACT	Bruce Walton				EVENT CONTAC	Γ SAMI	E			
TITLE	Director, Governme 858-450-6510		0.6005		TITLE PHONE			- FAW		
PHONE CELL PHONE		FAX 858-45	0-0903		CELL PHONE			FAX:		
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RIGGING SER					PSAV	-		,	210) 308-01	
	SERVICES *Limited	electrical services (110v)	EDLEN ELE	CTRICAL EXHIBIT	ION SERV	ICES		210) 662-94	
	l of ballrooms and meetin	g rooms only.			IAN ELECTRICAL				210) 227-03	
FIRE MARSH	ALL				ONIO FIRE MARSI	IALL OFFI	CE	(2	210) 207-36	195
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PRODUCTION	N & AUDIO-VISUAL				PRESENTATION S			(2	210) 308-01	82
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LICENSEE	Competitor Group, Inc	3 .			EVENT RNR Maratl	on Expo	2019		
ADDRESS	9477 Waples Street, S San Diego, CA 92121	uite 150				WW.runroo UESTED OTH WEBSITE CA	Cknroll.cor HERWISE, THI ALENDAR WIT	IS INFORMATION IS OPEN TH HYPERLINKS	
CONTACT	Bruce Walton				EVENT CONTACT	SAME			
TITLE	Director, Government	Relations			TITLE				
PHONE	858-450-6510	FAX 858-	450-6905		PHONE			FAX:	
CELL PHONE					CELL PHONE				
EMAIL	bwalton@comp			HEACE IS I IO	EMAIL CONTRACT	ADDEM	27747		
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STARTING D	ATE 12/05/19	TIME	11:00 AM		EXHIBITS: YES	X	NO	NUMBER	TBD
ENDING DAT		TIME	05:00 PM		EXHIBIT AREA (S):		Hall 4 & F	Bridge Hall	
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				ONTACT INFO					
CATERING C	CONCESSIONS & NOV	/ELTIES			THE RK GROUP			(210) 225-45	35
EVENT SECU		LLTILS			SAPD OFF DUTY UNIT	1		(210) 207-70	
	JNICATIONS / INTER	NET SERVIC	CES		MARTCITY NETWORK			(210) 258-89	
	ES (Lila Cockrell Theatre	e)		TICKETMAS	TER / KATHY ROBINS	ON, Fiscal	Officer	(210) 207-85	54
BUSINESS CE	ENTER				THE UPS STORE			(210) 258-89	50
RIGGING SEF					PSAV			(210) 308-01	
	SERVICES *Limited el		es (110v)		CTRICAL EXHIBITION		CES	(210) 662-94	
FIRE MARSH		rooms only.			IAN ELECTRICAL SER ONIO FIRE MARSHAL		F	(210) 227-03- (210) 207-36	
TIKE WAKSII	ALL		DDEEE		CE PROVIDERS	L OFFICE	L	(210) 207-30	
PRODUCTION	N & AUDIO-VISUAL S	ERVICES	PKEFE		PRESENTATION SERV	VICES		(210) 308-01	82
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SAN ANTONI	O				CONTRAC	T# 51	1928	FILE	# C-4	
CONVENTION	N FACILITIES	STRE	ET ADDRE	SS:	CLASS & T			Conv. With	Exhibits (N	T)
P.O. BOX 1809)	200 E	AST MARK	ET STREET	DATE	N	ovember	r 2, 2015		
	O, TEXAS 78296			TEXAS 78205	RENT DEP		28,760.00			
(210) 207-8500)	www.s	sahbgcc.con	1	PAYABLE	TO THE C	ITY OF	SAN ANT	ONIO	
LICENSEE	Competitor Group, Ir	ıc.			EVENT RNR Mar	athon Expo	2020			
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ADDRESS	9477 Waples Street,				*PLEASE NOTE: UNLESS F PRESS, THE PUBLIC AND C					TO THE
	San Diego, CA 9212	.1			APPROVE LINK TO YOUR V	VEBSITE VIA C	OUR CALEN	NDAR OF EVEN	TS YES	NO
CONTACT	Bruce Walton				EVENT CONTACT	SAME				
TITLE	Director, Governmen	t Relations			TITLE					
PHONE	858-450-6510	FAX 858-	450-6905		PHONE			FAX:		
CELL PHONE					CELL PHONE					
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MOVE-IN DA		TIME	06:00 AM		AGE GROUP: Adu	lts	EST A	ATTENDA	NCE: 20,00	00
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	INICATIONS / INTER		ES		MARTCITY NETWO				10) 258-890	
BUSINESS CE	ES (Lila Cockrell Theat	re)		TICKETMAS	TER / KATHY ROBI	NSON, Fisco	ıl Officer		10) 207-85:	
RIGGING SER					THE UPS STORE PSAV				10) 258-89: 10) 308-01:	
	SERVICES *Limited e	lectrical service	s (110v)	EDLEN ELE	CTRICAL EXHIBITI	ON SERVI	ICES		10) 508-016 10) 662-94:	
	l of ballrooms and meetin		~ (/)		IAN ELECTRICAL S				10) 227-03	
FIRE MARSH	ALL			SAN ANT	ONIO FIRE MARSH	ALL OFFIC	CE	(2	10) 207-369	95
			PREFE	RRED SERVIC	CE PROVIDERS					
PRODUCTION	N & AUDIO-VISUAL	SERVICES		PSAV	PRESENTATION SE	RVICES		(2	10) 308-013	82
					ABILITY INSURANC					
PLEA	ASE NOTE: CITY REQU	IRES \$1,000,00 WITH THE (0.00 GENER	RAL LIABILITY E VANTONIO NAME	ACH OCCURRENCE, A ED AS ADDITIONALLY	AND \$2,000. ZINSURED	,000.00 G	ENERAL A	GGREGATE	3
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SAN ANTONI	0				CON	TRACT #	[‡] 5290	9 F	FILE # C-4	
CONVENTION	N FACILITIES	STREE	ET ADDRE	SS:	CLA	SS & TYI	PE Class	III Conv. W	Vith Exhibits (N	(T)
P.O. BOX 1809)	200 EA	AST MARK	ET STREET	DAT	E	Nove	mber 2, 201	5	
SAN ANTONI	O, TEXAS 78296	SAN A	NTONIO,	TEXAS 78205		T DEP.		60.00		
(210) 207-8500)	www.s	ahbgcc.con	<u>1</u>	PAY	ABLE TO	THE CITY	OF SAN A	NTONIO	
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ADDRESS	9477 Waples Street, St	iite 150			PRESS, THE PUBL	IC AND OUR	WEBSITE CALE	NDAR WITH HY		
	San Diego, CA 92121				APPROVE LINK TO	O YOUR WEE	SSITE VIA OUR (CALENDAR OF I	EVENTS YES	NO
CONTACT	Bruce Walton				EVENT CON	TACT	SAME			
TITLE	Director, Government	Relations			TITLE					
PHONE	858-450-6510	FAX 858-4	450-6905		PHONE			FAX	X:	
CELL PHONE					CELL PHON	E				
EMAIL	bwalton@comp			USAGE IS LIS	EMAIL	TPACT	ADDENDI			
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				ONTACT INFO		<u>KS</u>				
CATERING, C	CONCESSIONS & NOV	ELTIES			THE RK GI	ROUP			(210) 225-45	35
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CITY OF SAN ANTONIO SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CONVENTION FACILITIES HENRY B. GONZALEZ CONVENTION CENTER, LILA COCKRELL THEATRE

Competitor Group, Inc. 9477 Waples Street, Suite 150 San Diego, CA 92121 NO. 51886, 51929, 51926, 51927, 51928, 52909, 52910 FILE #C-4

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

I. PAYMENT TO CITY AND GRANT AND TERM OF LICENSE

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

<u>Commencement Date/Time</u> 11/30/16 – 12/03/22 06:00 AM – 11:59 PM <u>Licensed Premises</u> See Addendum I for Space Usage

Event Dates:	Signed Contract Due:
11/30/16 - 12/03/16	amount due \$28,760.00 November 30, 2015
11/29/17 - 12/02/17	amount due \$28,760.00 November 30, 2016
11/28/18 - 12/01/18	amount due \$28,760.00 November 30, 2017
12/04/19 - 12/05/19	amount due \$28,760.00 November 30, 2018
12/02/20 - 12/03/20	amount due \$28,760.00 November 30, 2019
12/01/21 - 12/04/21	amount due \$28,760.00 November 30, 2020 (Option Year)
11/30/22 - 12/03/22	amount due \$28,760.00 November 30, 2021 (Option Year)

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.

- 1.2 LICENSEE further agrees to pay to CITY on demand any and all undisputed sums which may be due CITY for additional services, accommodations or materials as may be requested by LICENSEE in writing as provided in Article II entitled "ADDITIONAL SERVICES." Total balance owed for additional rents and/or additional services is due 30 days after the final day of the event. The highest legal rate of interest in Texas will be assessed to any unpaid balance after the due date.
 - 1.3 The amounts above are based on rates approved by CITY Ordinance #88946 as amended by subsequent Ordinances.

II. ADDITIONAL SERVICES

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

III. RELEASE OF SPACE

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

IV. USE OF LICENSED PROPERTY AND EQUIPMENT

4.1 City warrants that the *LICENSED PREMISES* shall be free from material interference and shall take any necessary steps to halt any material interference during *LICENSEE's* use of the *LICENSED PREMISES*. City shall notify *LICENSEE* of any construction or

remodeling to be performed in the *LICENSED PREMISES* immediately prior to or over the licensed period. Should construction or remodeling be mutually determined to materially interfere with *LICENSEE's* use of the *LICENSED PREMISES*, *LICENSEE* may terminate this Agreement without liability with written notice to *CITY* as long as such notice is taken within 30 days of *LICENSEE's* receipt of notice of construction or remodeling.

- 4.2 The *LICENSED PREMISES* and equipment shall be used for the purpose of and for no other purpose without the prior written consent of the *CITY*. The *CITY* reserves the right to review the intended use of the *LICENSED PREMISES*. The *LICENSEE* may not use the *LICENSED PREMISES* for any purpose other than that specifically agreed to by *CITY*.
- 4.3 *LICENSEE* understands that *CITY* has sole control of all concession rights as reserved in Article 4.14 hereof, and that NO FOOD OR BEVERAGE, WITH OR WITHOUT CHARGE, SAMPLES OR OTHERWISE, MAY BE SERVED OR DISTRIBUTED BY *LICENSEE* WITHOUT THE PRIOR WRITTEN CONSENT OF *CITY*. FURTHER, *LICENSEE* WILL NOT ALLOW ANY ATTENDEE TO BRING IN FOOD OR BEVERAGE.
- 4.4 PERSONNEL AND EXCLUSIVE SERVICES. *LICENSEE* shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the San Antonio Convention Facilities including, but not limited to, tickets sellers, ticket takers, ushers, registration personnel, security guards, paramedics, spotlight operators, sound system technicians, plumbers, electricians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of *LICENSEE*. San Antonio Convention Facilities have exclusive contracts for various services more fully described in Addendum II attached hereto and made a part of this *LICENSEE*. Licensee may utilize a supplier of its choice for services or rentals for which the City has no exclusive providers. *LICENSEE* agrees that each person employed by *LICENSEE* to provide services in the San Antonio Convention Facilities will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. *LICENSEE* agrees to replace any such employee failing to do so upon notice by *DIRECTOR*.
- 4.5 CONTROL OF BUILDING. In furnishing the *LICENSED PREMISES, CITY* reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises.
- 4.6 EXHIBITS. All exhibits shall be removed from the exhibit area of the *LICENSED PREMISES* on or before 11:59 o'clock, PM, on the 3rd, 2nd, 1st, 7th, 5th, 4th, and 3rd days of December, 2016, 2017, 2018, 2019, 2020, 2021 and 2022, respectively. In the event that the above stated area is not vacated by *LICENSEE* on the date above named, *CITY* is hereby authorized to remove from said area and to store at the expense of *LICENSEE* all personal property of any and all kinds and description which may then be occupying the *LICENSED PREMISES*. *CITY* shall not be liable for any damages to or loss of such personal property which may be sustained due to such removal or resulting from the place to which it may be removed. *CITY* is hereby expressly released from any and all claims for any damages of whatever kind or nature.
- 4.7 REMOVAL OF INSTALLATIONS AND PROPERTY OF LICENSEE. In the event platforms, staging or other structures are erected by *LICENSEE* or any of the exhibitors in any portion of the building, the expense of such erection and removal shall be paid for by *LICENSEE*. All property of *LICENSEE* shall be removed from the *LICENSED PREMISES* at the expiration of the term hereof.
- 4.8 ALTERATIONS. *LICENSEE* will not cause or permit any nails or any other things to be driven into any portion of the San Antonio Convention Facilities, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the *LICENSED PREMISES* or furnishing or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the San Antonio Convention Facilities or the furnishings thereof. TAPE OR OTHER ADHESIVE MATERIALS MAY NOT BE APPLIED TO WALLS OR OTHER SURFACES OF THE LICENSED PREMISES WITHOUT THE PRIOR APPROVAL OF *DIRECTOR*. ALL PRODUCTS OR BALLOONS THAT COULD RISE TO THE CEILING BECAUSE OF THE PRODUCT'S PHYSICAL PROPERTIES ARE PROHIBITED ALONG WITH DECORATIONS OR ITEMS THAT CREATE A SUBSTANTIAL RISK OF DAMAGE OR EXCESSIVE LITTER. *LICENSEE* will pay the costs of repairing any damages which may be done to the *LICENSED PREMISES* or any of the fixtures, furniture or furnishings thereof by an act of *LICENSEE* or any of *LICENSEE*'s employees or agents or anyone visiting the *LICENSED PREMISES* upon the invitation of *LICENSEE*, including the patrons of the event of *LICENSEE*. *DIRECTOR* shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of *LICENSEE* is to be held responsible.
- 4.9 SEATING CAPACITY. In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated capacity as determined by the City's Fire Marshall.
- 4.10 AISLES AND ALL ACCESS CLEAR. *LICENSEE* will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits, or passageways and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or access to public utilities of said building shall be obstructed by *LICENSEE* or used for any purpose other than for ingress and egress to and from the *LICENSED PREMISES*.
- 4.11 RESPONSIBILITY FOR DAMAGE. If said *LICENSED PREMISES*, or any portion of said building, during the term of this *LICENSE* shall be damaged by the act, default or negligence of *LICENSEE*, or of *LICENSEE*'S agent, employees, patrons, guests, or any person admitted to the said *LICENSED PREMISES* by *LICENSEE*, *LICENSEE* will pay to *CITY*, upon demand, such sum as shall be necessary to restore said *LICENSED PREMISES* to its present condition. *LICENSEE* hereby assumes full responsibility for the character,

08/29/14 Page 2 of 8

acts and conduct of all persons admitted to said *LICENSED PREMISES*, or to any portion of said building with the consent of *LICENSEE's* employees or any person acting for or on behalf of *LICENSEE*.

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

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

4.12 SECURITY PERSONNEL. As a condition of the granting of this *LICENSE*, *LICENSEE* agrees to provide adequate security at all times to the *LICENSED PREMISES*. Security arrangements must be made through the Office of the Chief, San Antonio Police Department, and are subject to the approval of Director. *LICENSEE* is not obligated to provide perimeter security of the *LICENSED PREMISES*.

LICENSEE must contact the Chief's designated representative at (210) 207-7020 no later than October 30, 2016. LICENSEE's failure to make such security arrangements may result in the termination of this LICENSE.

- 4.13 LICENSEE'S REPRESENTATIVE. A representative of *LICENSEE* approved by Director or his designee shall remain on the premises during the term hereof and until performers and the public have left the premises.
- 4.14 RESERVED RIGHTS. CITY reserves the sole and exclusive right to sell or serve on, in or about the LICENSED PREMISES any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, or CITY may grant all concession rights to any party or parties designated by CITY, and no food or beverage, samples or otherwise, may be served or distributed by LICENSEE without the prior written consent of CITY. CITY likewise reserves the right, through its DIRECTOR, his designee or CITY'S Police Officers, to eject any objectionable persons from said building, and upon the exercise of this authority, LICENSEE hereby waives any right and all claims for damages against CITY, or any of its agents, officials, or employees. Notwithstanding the foregoing, CITY agrees to allow LICENSEE or its exhibitors to distribute nominal souvenirs, tokens of attendance and/or gifts directly related to the LICENSEE's event without CITY's prior written consent.
- 4.15 FUTURE OPERATING TERMS. *CITY* will promptly notify *LICENSEE* of any changes to the documents that will apply to the *LICENSEE*'s event, such as the policies, rules and regulations or Event Services Guide. Any ancillary pricing outlined in the lease documents will be guaranteed to *LICENSEE* at least six (6) months prior to occupancy.

V. INDEMNITY

COMPETITOR GROUP covenants and agrees to FULLY INDEMNIFY, DEFEND 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 COMPETITOR GROUP'S activities under this AGREEMENT, including any acts or omissions of COMPETITOR GROUP, any agent, officer, director, representative, employee, consultant, subcontractor or vendor of COMPETITOR GROUP, 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 COMPETITOR GROUP 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.

COMPETITOR GROUP shall promptly advise CITY in writing of any claim or demand against CITY or COMPETITOR GROUP known to COMPETITOR GROUP RELATED to or arising out of COMPETITOR GROUP'S activities under this AGREEMENT.

<u>Defense Counsel</u> - CITY shall have the right to approve defense counsel to be retained by COMPETITOR GROUP in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. COMPETITOR GROUP shall retain defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Agreement. If COMPETITOR GROUP fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and COMPETITOR GROUP shall be liable for all

08/29/14 Page 3 of 8

costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of COMPETITOR GROUP, 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 COMPETITOR GROUP or any subcontractor under worker's compensation or other employee benefit acts.

VI. INSURANCE REQUIREMENTS

Prior to the commencement of any work under this Agreement, Competitor Group shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Convention & Sports Facilities Department, which shall be clearly labeled "2016-2020 Rock 'n' Roll San Antonio Marathon Expo" 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 Facilities Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Section 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.

A CONTRACTOR'S FINANCIAL INTEGRITY IS OF INTEREST TO CITY; THEREFORE, SUBJECT TO COMPETITOR GROUP'S RIGHT TO MAINTAIN REASONABLE DEDUCTIBLES IN SUCH AMOUNTS AS ARE APPROVED BY CITY, COMPETITOR GROUP SHALL OBTAIN AND MAINTAIN IN FULL FORCE AND EFFECT FOR THE DURATION OF THIS AGREEMENT, AND ANY EXTENSION HEREOF, AT COMPETITOR GROUP'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 Statutory
Employers' Liability \$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

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, 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). Competitor Group 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. Competitor Group shall pay any costs incurred resulting from said changes.

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

Competitor Group 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 <u>additional insureds by endorsement</u>, 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, 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 10 days advance written notice for nonpayment of premium.

Within 5 days of a suspension, cancellation, or non-renewal of coverage, Competitor Group shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Competitor Group'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.

In addition to any other remedies City may have upon Competitor Group'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 Competitor Group to stop work hereunder, and/or withhold any payment(s) which become due to Competitor Group hereunder until Competitor Group demonstrates compliance with the requirements hereof.

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

It is agreed that Competitor Group's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

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

VII. COPYRIGHT INDEMNIFICATION

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

VIII. LAW OBSERVANCE/TAXES

- 8.1 *LICENSEE* shall not do, nor suffer to be done, anything on the *LICENSED PREMISES*, during the term of this *LICENSE*, in violation of the laws of the United States or the State of Texas. Further, *LICENSEE* shall obey all rules and regulations of *CITY* for the government and management of the San Antonio Convention Facilities, together with all rules and requirements of the police and fire departments of *CITY*. *LICENSEE* agrees that every employee, agent or invitee connected with the purpose for which the premises are licensed shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said *LICENSEE* is called to such violations, *LICENSEE* will immediately desist from and correct such violations.
- 8.2 If actual sales are made on the *LICENSED PREMISES*, *LICENSEE* must inform each seller of the applicable sales tax. This rate is subject to change and *LICENSEE* must check with the Local State Comptroller's Office (1-800-252-5555 or www.cpa.state.tx.us/taxinfo/sales) prior to show date to ascertain the current rate. Additionally, *LICENSEE* is responsible for ensuring that each seller possesses a sales permit number prior to the start of the show.

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IX. ATTORNEY'S FEES

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

X. PERFORMANCE QUALITY

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

XI. ABANDONED ITEMS

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

XII. TERMS USED

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

XIII. CANCELLATION BY CITY

- 13.1 Violation by *LICENSEE* of any material covenant, agreement or condition contained herein shall be cause for termination 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 rebooked to another party. In addition, *CITY* may likewise terminate this *LICENSE* if the *LICENSEE* should, prior to the date of occupancy thereunder, violate any material covenant, agreement, or condition in any other agreement which the *LICENSEE* might have for use of the Convention Facilities or should a court having jurisdiction over *LICENSEE* take its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act. Written notice of such cancellation will be given to the *LICENSEE* by *DIRECTOR*. *LICENSEE* waives any and all claims for damages against *CITY* resulting from such cancellation.
- 13.2 *CITY* shall notify *LICENSEE* of any breach in writing, specifying the nature of the breach and providing for a reasonable time to cure such breach. Should *LICENSEE* fail to cure such breach in a reasonable time, *CITY* may cancel this agreement.

XIV. NO WAIVER

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

XV. IMPOSSIBILITY OF PERFORMANCE

- 15.1 If the (a) San Antonio Convention Facilities or any portion thereof be destroyed or damaged by fire or other calamity so as to prevent the use of the *LICENSED PREMISES* for the purposes and during the periods specified in this *LICENSE*, or (b) if the performance of this agreement is prevented, in part or in full, by an act of God, civil strike (except for strikes involving City's own employees), lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood, curtailment or delay in transportation facilities preventing at least 55% of the projected participants from attending or any other cause beyond the control of the Parties, making it inadvisable, illegal, or impossible to provide the facility or hold the meeting then this *LICENSEE* shall terminate. In such an event, neither party shall be liable or responsible to *LICENSEE* for any damages caused thereby and *LICENSEE* hereby waives any claim against *CITY* for damages by reason of such terminations, except that any unearned portion of the rent due thereunder shall abate, or, if previously paid, shall be refunded by *CITY* to *LICENSEE*.
- 15.2 Further, CITY reserves the right to relocate LICENSEE, upon Licensee's consent, to an alternate space within the Convention Facilities which is suitable for the use of LICENSEE should such relocation become necessary. In the event of such relocation, this agreement shall continue in full force and effect with the new location substituted for the old location. CITY shall use its best efforts to avoid any unnecessary inconvenience to LICENSEE.

XVI. SEVERABILITY

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

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XVII. NOTICES

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

XVIII. HEADINGS

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

XIX. NO ASSIGNMENT

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

XX. TEXAS LAW TO APPLY

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

XXI. ENTIRE AGREEMENT

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

XXII. AUTHORIZED AGENT

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

XXIII. ASSISTED LISTENING DEVICES

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

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

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

Arrangements for the use of the system can be made through the Technical System Supervisor, or his designee, at (210) 207-6301, in advance of the dates requested.

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

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

XXIV. RECYCLING PROGRAMS

- 24.1 The Convention & Sports Facilities Department has an extensive recycling program as well as food bank donation program. *LICENSEE* is encouraged to utilize the recycling services available.
- (1) The facility recycles office paper, aluminum cans, plastic, glass, cardboard, polyurethane foam, scrap metal, and pallets. Recycling containers for cans and paper are available throughout the facility.

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

XXV. TICKETING

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

PAYMENT RECORD & SIGNATURES

INITIAL DEPOSIT: \$			mpetitor Group, Inc.
DATE:	B	Y:	
RECEIPT NO.:			Authorized Agent
	E	XECUTED THI	IS DAY: 11/16/2015
FINAL DEPOSIT: \$			
DATE:	<i>C</i> .	ITY OF SAN AN	NTONIO
RECEIPT NO.:	В	Y:	
			Director, Convention & Sports Facilities
FINAL PAYMENT: \$	E	XECUTED TH	IS DAY:
DATE:			
RECEIPT NO.:			
OTHER PAYMENTS:			
DATE:			
RECEIPT NO.:			
RETURN AGREEMENT TO:	San Antonio Convention Faciliti 200 E. Market @ Alamo St. 2 nd Floor Administration	es OR	San Antonio Convention Facilities P. O. Box 1809 San Antonio, Texas 78296

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Phone: (210) 207-8500

SPACE ADDENDUM I TO CONTRACT #51886, FILE #C-4

For

RNR Marathon Expo

NOV 30 - DEC 3, 2016

Event: 51886

DAY, DATE	<u>SPACE</u>	<u>USAGE</u>	TIME	RATE	\$ PER DAY
Wednesday, November 30	Bridge Hall	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
Thursday, December 1	Bridge Hall	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$645.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$5,105.00
Friday, December 2	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
Saturday, December 3	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
				Estimated Minimum Total	28,760.00
				SPACE RENTAL TOTAL	\$28,760.00

- Two meeting rooms will be provided based on availability.
- CSF agrees to work with CGI on identifying potential revenue sources to cover Convention Center costs. Any costs not offset by such revenue sources shall remain the responsibility of CGI.

SPACE ADDENDUM I TO CONTRACT #51929, FILE #C-4

For

RNR Marathon Expo

NOV 29 - DEC 2, 2017

Event: 51929

DAY, DATE	SPACE	<u>USAGE</u>	TIME	RATE	\$ PER DAY
Wednesday, November 29	Bridge Hall	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
Thursday, November 30	Bridge Hall	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$645.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$5,105.00
Friday, December 1	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
Saturday, December 2	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
				Estimated Minimum Total	28,760.00
				SPACE RENTAL TOTAL	\$28,760.00

- Two meeting rooms will be provided based on availability.
- CSF agrees to work with CGI on identifying potential revenue sources to cover Convention Center costs. Any costs not offset by such revenue sources shall remain the responsibility of CGI.

SPACE ADDENDUM I TO CONTRACT #51926, FILE #C-4

For

RNR Marathon Expo

NOV 28 - DEC 1, 2018

Event: 51926

DAY, DATE	SPACE	<u>USAGE</u>	TIME	RATE	\$ PER DAY
Wednesday, November 28	Bridge Hall	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
Thursday, November 29	Bridge Hall	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$645.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$5,105.00
Friday, November 30	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
Saturday, December 1	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
				Estimated Minimum Total	28,760.00
				SPACE RENTAL TOTAL	\$28,760.00

- Two meeting rooms will be provided based on availability.
- CSF agrees to work with CGI on identifying potential revenue sources to cover Convention Center costs. Any costs not offset by such revenue sources shall remain the responsibility of CGI.

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SPACE ADDENDUM I TO CONTRACT #51927, FILE# C-4

For

RNR Marathon Expo

DEC 4 - 7, 2019

Event: 51927

DAY, DATE	SPACE	<u>USAGE</u>	<u>TIME</u>	RATE	\$ PER DAY
Wednesday, December 4	Bridge Hall	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
Thursday, December 5	Bridge Hall	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$645.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$5,105.00
Friday, December 6	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
Saturday, December 7	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
				Estimated Minimum Total	28,760.00
				SPACE RENTAL TOTAL	\$28,760.00

- Two meeting rooms will be provided based on availability.
- CSF agrees to work with CGI on identifying potential revenue sources to cover Convention Center costs. Any costs not offset by such revenue sources shall remain the responsibility of CGI.

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SPACE ADDENDUM I TO CONTRACT #51928, FILE# C-4

For

RNR Marathon Expo

DEC 2 - 5, 2020

Event: 51928

DAY, DATE	SPACE	<u>USAGE</u>	<u>TIME</u>	RATE	\$ PER DAY
Wednesday, December 2	Bridge Hall	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
Thursday, December 3	Bridge Hall	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$645.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$5,105.00
Friday, December 4	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
Saturday, December 5	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
				Estimated Minimum Total	28,760.00
				SPACE RENTAL TOTAL	\$28,760.00

- Two meeting rooms will be provided based on availability.
- CSF agrees to work with CGI on identifying potential revenue sources to cover Convention Center costs. Any costs not offset by such revenue sources shall remain the responsibility of CGI.

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SPACE ADDENDUM I TO CONTRACT #52909, FILE #C-4

For

RNR Marathon Expo (Option Year)

DEC 1 - 4, 2021

Event: 52909

DAY, DATE	SPACE	<u>USAGE</u>	TIME	RATE	\$ PER DAY
Wednesday, December 1	Bridge Hall	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
Thursday, December 2	Bridge Hall	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$645.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$5,105.00
Friday, December 3	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
Saturday, December 4	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
				Estimated Minimum Total	28,760.00
				SPACE RENTAL TOTAL	\$28,760.00

- Two meeting rooms will be provided based on availability.
- CSF agrees to work with CGI on identifying potential revenue sources to cover Convention Center costs. Any costs not offset by such revenue sources shall remain the responsibility of CGI.

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SPACE ADDENDUM I TO CONTRACT #52910, FILE #C-4

For

RNR Marathon Expo (Option Year)

NOV 30 - DEC 3, 2022

Event: 52910

DAY, DATE	<u>SPACE</u>	<u>USAGE</u>	TIME	RATE	\$ PER DAY
Wednesday, November 30	Bridge Hall	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Free Move In/Move Out	\$0.00
Thursday, December 1	Bridge Hall	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$645.00
	Exhibit Hall C (X4)	Move In	06:00 AM - 11:59 PM	Move In/Move Out Rates	\$5,105.00
Friday, December 2	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
Saturday, December 3	Bridge Hall	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$1,295.00
	Exhibit Hall C (X4)	Event	06:00 AM - 11:59 PM	Flat/Daily Rate	\$10,210.00
				Estimated Minimum Total	28,760.00
				SPACE RENTAL TOTAL	\$28,760.00

- Two meeting rooms will be provided based on availability.
- CSF agrees to work with CGI on identifying potential revenue sources to cover Convention Center costs. Any costs not offset by such revenue sources shall remain the responsibility of CGI.

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ADDENDUM II – CLASS III HENRY B. GONZÁLEZ CONVENTION CENTER & LILA COCKRELL THEATRE

I. RENTAL PERIOD – ADDITIONAL FEES:

- A. A rental "day" is defined as 6:00am to 11:59pm.
- **B.** If the time period for the event goes past 11:59pm, the rental rate is an additional \$400.00 per hour or any portion of an hour. In the event that move-in or move-out occurs between 12:00 midnight and 6:00am, the rental is an additional \$400.00 per hour or any portion of an hour.

II. RENTAL OF MEETING ROOMS AND BALLROOMS:

A. Included In Your Rental

- 1. Rental includes one set-up per day (theatre, classroom, banquet seating or conference style). Set up includes chairs, 8'x15" classroom tables, 6'x30" & 8'x30" rectangular tables (for head tables and handouts), 66" round tables, and one lectern.
- 2. Any change to the original set up is a mid-day change, and will result in additional fees. Mid-day changes result in a charge equivalent to the rental cost for all equipment in the resulting set up. For more details, please contact your Events Services Coordinator.
- 3. Rental includes a maximum of four (4) risers to be used for head table. Additional risers are available at current rental rates. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.
- **4.** Table skirting for head tables, registration tables, and classroom tables is included upon availability of materials. All tables have Formica or aluminum tops.
- **5.** Rental of meeting rooms and ballrooms for the purpose of exhibits or displays does not include the set-up or use of any Convention Center equipment, other than tables and chairs needed for food service. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.
- 6. Rental does not include audio equipment. Refer to Section VII for information on preferred A/V provider.
- 7. Rental includes normal A/C or heating, excluding move-in and move-out times. A/C or heating is at an additional fee during move-in and move-out times. Refer to **Section IX** Equipment Rental, Services & Labor Rate Schedule.
- **8.** Water pitchers are provided for head tables and conference-style room set-ups only. Contact The RK Group for all other water services.

B. General Policies

- 1. Normal housekeeping services are provided excluding the property of others.
- 2. When meeting rooms or ballrooms are utilized for the purpose of exhibits or displays, a clean-up fee may be assessed if excessive trash removal or floor clean-up is warranted:

a. Meeting Rooms \$75.00 - 250.00
b. Ballroom C (C1-C3) \$500.00 combined
c. Ballroom C1-C2-C3 \$200.00 per section
d. Stars at Night Ballroom \$700.00 combined
e. Stars at Night Ballroom \$300.00 per section

- **3.** Carpeted Areas: if any carpet is driven over by a motorized vehicle, that area must be protected from damage. The mandatory method of protection is additional clean carpet laid upside down on the area to be driven upon. Masonite or Visqueen are acceptable options. No other method will be permitted.
- **4.** Rigging or hanging from the ceilings is prohibited in all meeting rooms and ballrooms (excluding Ballroom C and Stars at Night Ballroom), except as allowed by the exclusive rigging contractor.

5. Tape, adhesive products of any kind or puncturing items such as staples, tacks and nails may not be attached to any walls, doors or glass within the facility.

III. RENTAL OF EXHIBIT HALLS:

A. Included In Your Rental

- 1. Rental does not include the set-up or use of any Convention Center equipment unless exhibit space is utilized for general sessions. Tables & chairs for food service areas inside the exhibit space are provided at no charge. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.
- 2. Rental does not include audio equipment. Refer to Section VII for information on preferred A/V provider.
- 3. Rental includes normal A/C or heating, excluding move-in and move-out times. A/C or heating is at an additional fee during move-in and move-out times. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.

B. General Policies

- 1. Normal housekeeping services are provided excluding the property of others.
- **2.** Exhibit hall clean-up is provided as part of your rental agreement. However, an excessive clean-up fee may be assessed if warranted:

a. Exhibit Halls 1-2-3-4 \$700.00 full-hall / \$500.00 half-hall

b. Exhibit Halls 4A-4B \$400.00c. Bridge Hall \$250.00

IV. PUBLIC ACCESS SPACES:

The Henry B. Gonzalez Convention Center is a public facility and is open to the public. Public Space and Public Licensed Space (defined below) must remain open for safety purposes and public access to other public areas and facilities in and around the facility.

Public Space and Public Licensed Space adjacent to client's Licensed Premises may be used for directional signage, registration tables, information kiosks, or limited casual seating upon approval by the Event Services Manager. Existing signage, artwork, furnishings or in-house advertising displays may not be covered, moved, or altered.

<u>Licensed Space</u> – Space that is rented by the Licensee as "Licensed Premises" in the Short Term License Agreement where the public is restricted and can only be accessed by event attendees. This definition includes, but is not limited to, exhibit halls, ballrooms, meeting rooms, the LDR, the Boardroom, the Lila Cockrell Theatre, and Bridge Hall if included in the Licensee's Space Addendum.

<u>Public Space</u> – All areas that are not "Licensed" are available for public access at all times, such as the Entrance Lobby, Theatre Foyer, Hall of Statues, and all other hallways. The outdoor Theatre Plaza is a public area shared with the adjacent hotel; approved ground-supported entrance units may be installed at the entrance portals only if client has the east side of the Convention Center contracted.

<u>Public Licensed Space</u> – Any space that is open to the public, but can be licensed under certain circumstances and limitations including, but not limited to, Tower View, Park View, Plaza Mexico, patios and terraces, and the Grotto.

V. RENTAL OF LILA COCKRELL THEATRE:

A. Included In Your Rental

- 1. Rental includes twelve 8'x30" or 6'x30" tables, and 24 chairs. Additional equipment will be charged at current rates. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.
- 2. Normal housekeeping services are provided, excluding the property of others. Additional clean up fees may result from the use of production-related or decorative items in the seating area including, but not limited to streamers or confetti (if approved), brochures, other pre-set items, etc.
- 3. Rental **does not** include stage-hands, house technicians, soundboard operators, spotlight operators, security (Off Duty PD), ushers, ticket takers or other needed personnel. Licensee must make necessary arrangements to employ such staff, as approved by the Convention Facilities Director or his designee.
- **4. Audio:** Use of the **Basic Sound System**, inclusive of three (3) wired microphones is included in the Theatre rental. For additional A/V needs, refer to **Section VII** for information on preferred A/V provider.
- 5. Use of an **Enhanced Sound System** is available for those who place a premium on sound. Refer to the Equipment Rental, Services & Labor Rate Schedule for costs and details of the upgraded system. For more technical details pertaining to the audio systems, contact the Stage Manager at 210-207-6301.
- **6. Lighting:** House lights and 20 additional lights (with the exception of spot lights) are included in the Theatre rental. Color gels and filters are not included and must be rented from an outside source. For technical details pertaining to the lighting systems in the Lila Cockrell Theater, contact the Stage Manager at 210-207-6301.
- 7. Rental includes normal air conditioning (A/C) or heating during event hours, inclusive of appropriate precooling / heating time. Upon request, A/C or heating is available during move-in, move-out and rehearsal times for an additional fee. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.

B. General Policies

- 1. The location of the Lila Cockrell Theatre is at the main access point into the Henry B. Gonzalez Convention Center on the East Bank. Attendees, displays and all theatre related events must be contained to the lobby area and in no way block or obstruct the main concourse entry. Security personnel may be required to ensure such action, or the Facilities Director may order such personnel at the licensee's expense. The main concourse area is classified as public access area and may not be used for registration, practice, rehearsals, dining, or a congregation area by the theatre users.
- 2. Food & beverages are not permitted within the main house seating area of the theater. Licensee will incur an additional clean-up fee of \$300.00-\$500.00 if food or beverages are taken into the main house; clean-up fee also applies to all types of glitter, confetti, and adhesive stickers.
- **3.** The Green Room is to be held exclusively for main performers. Production offices and crews are prohibited. If damages or loss occur to the room, Licensee will be responsible.
- **4.** A Convention Facilities house technician must be on duty during all hours of an event when the theatre's sound or lighting systems or other related house equipment is in use. House technicians may be required prior to and after your event hours in order to set up, test, monitor and strike any facility systems or equipment.
- 5. House audio technicians are provided Monday Saturday during normal business hours (8:00 AM to 6:00 PM) at no charge to Licensee. Beyond that, the Licensee is responsible for arranging for the house technician(s) after 6:00 pm, Monday Saturday and for Sunday's and City-recognized holidays by calling the Stage Manager at 210-207-6301 or your assigned Event Services Coordinator. The cost for a house technician will be reflected on the final invoice to Licensee. Refer to Section X. Equipment Rental, Services & Labor Rate Schedule.
- **6.** There is an \$850.00 charge to remove or raise the **Orchestra Pit Filler.** The orchestra pit filler requires one full day to raise or remove, and one full day to restore. Requests to raise or remove must be received two (2) weeks in advance of event date, and are subject to availability of both time and labor. Requests to adjust pit filler within 72 hours of event move-in or start time will incur a 50% upcharge of \$425.00.
- 7. To remove the back seating area and install the portable A/V riser platform, a \$200.00 charge will be assessed.

C. Theatre Event Security & Event Staffing

1. The San Antonio Police Department (SAPD), through its Off-Duty Employment Unit (ODEU), has an exclusive contract with the City of San Antonio to provide all event security services in all City operated public assembly facilities. As a result, it is necessary to distinguish between those event security activities (exclusive to the SAPD) and other event staffing related activities. The following definitions are intended to clarify this issue. For additional clarification or questions, please contact your Event Services Coordinator or the Facilities Security Manager.

2. Definitions:

- **a.** Event Security: The SAPD-ODEU is the exclusive provider of all "Event Security" services for the San Antonio Convention Facilities Department. These exclusive event security services include the following:
 - Over Night Security Any overnight post required for general exhibit hall rovers, booth specific, meeting rooms, and ballrooms, loading docks or exterior.
 - Alcohol Control Any event function at which alcohol is being served must be staffed by an Off Duty Police officer. The ODEU will determine the number of officers required based on the expected attendance and location of the function.
 - Traffic Control Loading Docks for move in and move out and Shuttle Bus staging.
 - Armed Security
 - Rovers
- **b.** Event Staffing: Other event staffing related services, those services not included within the exclusivity of the ODEU are termed "Event Staffing" services. These services include the following:
 - Badge Checkers
 - Door Monitors
 - Ushers (service provided by City event staff at current rates)
 - Ticket Takers (service provided by City event staff at current rates)
 - Meeting Room Monitors
- 3. If event is open to the public, City event staff & ushering services are required. The *minimum* staffing levels are as follows. Please contact the Facilities Security Manager or your Event Services Coordinator for more details.

Lower Level Events Full Theater Events 6 City Event Staff
 4 City Event Staff
 4 Off Duty Police Officers as required
 Off Duty Police Officers as required

4. The Convention Facilities Director, his designee (Facilities Security Manager, Event Services Manager) or SAPD-ODEU representative may modify event security requirements at any time in accordance with facility polices and / or recommendations from the federal Office of Homeland Security.

5. Fire Inspectors:

- a. The Uniform Fire Code Article 403.1 specifies that when, in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition display, contest or activity, the owner, agent or lessee shall provide one or more fire watch personnel, as required and approved, to remain on duty during the times such places are open to the public, or when such activity is being conducted.
- **b.** Typically, the Fire Inspector(s) will be assigned approximately 30 minutes prior to opening of the doors to the Theater (glass doors). Fire Inspectors will be scheduled for a minimum 3-hour shift.
- **c.** Customers are responsible for contacting the San Antonio Fire Department's Special Events Coordinator's Office at (210) 207-3695 for billing information and current rates. Licensee will be billed directly by the Fire Department at current rates.
- 6. EVENT SECURITY / EVENT STAFFING: (Refer to Addendum III for details)

7.

VI. EXCLUSIVE SERVICES:

A. Business Center Services -

The UPS Store / 210-258-8950

Exclusive business center services include, but are not limited to, word processing, copying, parcel shipping (excluding exhibitor/event materials that are sometimes shipped by the decorator), and the selling of assorted office supplies. Any on-floor sales of these services are considered exclusive.

B. Catering -

The RK Group / 210-225-4535

Food and Beverage catered functions are to be arranged through the exclusive caterer. Any exhibitor wishing to provide food or beverage (including alcohol) items, must receive prior authorization from the Convention Facilities Director and the Exclusive Caterer.

C. Concessions / Novelties -

The RK Group / 210-225-4535

This exclusive concessionaire reserves the right to open concession/novelty stands for Class I events (all public events). For Class II and Class III events, concessions/novelties will be opened at the request of the LICENSEE. The Convention Facilities Director will exercise the right to determine when alcoholic beverages will not be sold at public events. Exceptions to the sale of alcoholic beverages at public events include specific circumstances of public safety; religious and/or age groups will be reviewed on an individual event basis.

D. Event Security -

San Antonio Police Dept / 210-207-7020

The San Antonio Police Department (SAPD) Off-Duty Employment Unit (ODEU) is the exclusive provider of all "Event Security" services for the San Antonio Convention Facilities, including move-in and move-out monitoring; over night customer required security within the facility, events serving alcohol; and vehicular traffic related services, i.e. shuttle service. Although the San Antonio Convention Facilities Department has established suggested minimum event security and event staffing levels, the SAPD ODEU coordinator has the final authority to determine the required "Event Security" staffing level for each event. Security is at the expense of the Licensee. Customers may hire an event staffing company to perform non-security related functions, i.e. badge checkers, ticket takers, door monitoring. (Refer to Addendum III for details.)

E. <u>Telecommunication Services/Connections</u> -

Smart City Networks / 210-258-8900

Telephone, Internet and data networking services are provided by an exclusive contractor.

F. Utilities (Electrical, Industrial Air, Industrial Water) -

Edlen Electric / 210-662-9450

E-mail: sanantonio@edlen.com
Web Site: www.edlen.com

Event Electrical Services by Freeman, Inc. / 210-227-0341

E-mail: <u>freemansanantonioes@freemanco.com</u>
Web Site: <u>www.freemanco.com</u>

Arrangements for connection to all electrical, industrial air, and water must be made through one of the approved exclusive utilities services contractors.

G. Rigging Services -

PSAV Presentation Services / 210-308-0182

All rigging services in the Convention Center are provided by the exclusive contractor.

H. Fire Inspector -

Special Events Office / 210-207-3695

The San Antonio Fire Department Special Events Office is the exclusive provider of all Fire Inspector services. These services include but are not limited to review of submitted floor plans, vehicle inspections, food booth inspection, hazing, pyrotechnic displays and on-site inspections. The San Antonio Fire Department has final authority on all Fire Code related issues and occupancy levels. The SAFD Special Events Office has final authority to determine the required staffing level for each event.

Services provided include:

On-Site Inspector Hourly fee required

(2 Hour Minimum)

Food Booth Inspection

Vehicle Check

Fee Required

Hazing / Pyrotechnic Display

Assembly

Fee Required

Fee Required

Fee Required

Fee Required

Fee Required

On-Site Inspection

Other Services

Contact the Special Events Office at (210) 207-3695 for current rates.

Exhibit approvals will require a final walk-through by the Fire Marshal prior to event opening. Walk-through conducted after normal work schedule, weekends or holidays will be at the expense of clients unless instructed otherwise.

VII. PREFERRED SERVICES

Audio / Visual -

PSAV Presentation Services / 210-308-0182

VIII. EVENT SECURITY / EVENT STAFFING (Refer to Addendum III for details.)

IX. EQUIPMENT RENTAL, SERVICES & LABOR RATE SCHEDULE (Equipment subject to availability)

A. Room Set Equipment:

•	Chairs – Exhibit Halls, Meeting Rooms & Ballrooms (Grey)	\$1.50 each
•	Tables (6'x30", 8'x30", 8'x15")	\$12.00 each
•	Banquet tables (66" round)	\$12.00 each
•	Risers (4'x8')	\$22.00 each
•	Dance floor (3'x3' sections)	\$6.00 each
•	Meeting room lecterns	\$40.00 each / per d

Meeting room lecterns \$40.00 each / per day
 Executive / ballroom lecterns \$75.00 each / per day

B. Production / Industrial Equipment:

<u>Note</u>: Always subject to availability. Facility use always takes priority. Use of facility boom-lifts and scissor-lifts must be scheduled no later than one (1) week in advance. **There is a 50% On-Site Equipment Upcharge**. Use of all facility boom-lifts is only permitted between 6:30am – 11:30pm. Facility boom-lifts and scissor-lifts must be operated by facility staff. Operator labor is included in the rental fee.

Fork-lift (1-ton)
 \$75.00 1st hour each day
 (\$20.00 per additional hour or portion of an hour per day)

Fork-lift (2-ton) \$125.00 1st hour each day

(\$35.00 per additional hour or portion of an hour per day)

Boom-lift / 38 ft. Scissor-lift \$180.00 min 3 hours each day

(\$60.00 per additional hour or portion of an hour per day)

26 ft. Scissor-lift
 \$120.00 min 3 hours each day

(\$40.00 per additional hour or portion of an hour per day)

Bleacher Rental

> Full Ten Set \$3,000.00 per setup/teardown

> Individual Sections \$300.00 per setup/teardown

Compactor / Open-top Pull Fee \$600.00

Lost Key Charge \$200.00 per key

Lost/Replaced Access Card \$50.00 per card

Rekeying / Recoring Charge \$100.00 per lock

C. Video Patch Fees:

Video Patch / Tie Fee (not Time Warner) \$15.00 per patch / per day
 \$300.00 per event max

Satellite Tie-in Fee (from roof pad to central A/V) \$50.00 per patch / per day

D. Lila Cockrell Theatre Sound & Lighting Packages:

BASIC SOUND SYSTEM

(Included in Theatre Rental)

Includes a small Ashley 206 six-channel mixer, rack-mounted, located back stage left, allowing the use of up to six (6) microphone inputs and one fold back mix to monitor wedges, maximum of two (2) stage wedges. Three (3) basic wired microphones included. Also includes the full-range front of house cabinets. Center cluster is gratis for customers using balcony levels. Facility "approved" personnel required to run sound, light, and rigging systems. If facility personnel are available to operate systems, current labor rates will apply. Sub cabinets and audience front-fill speakers **are not** included. Effects and graphic EQ's **are not** included with this package. Audio technician **is not** included.

ENHANCED SOUND SYSTEM

(\$750.00 a day)

Includes a Digidesign D-Show Venue audio desk with 48x16 stage rack/digital snake. Playback equipment (CD player) is included in the enhanced sound system rental. Three (3) basic microphones included. Also includes the full-range front of house cabinets, sub cabinets and stage-mounted audience front-fill speakers. Center cluster is gratis for customers using balcony levels. Facility "approved" personnel required to run sound, light, and rigging systems. If facility personnel are available to operate systems, current labor rates will apply. Audio technician **is not** included.

LIGHTING

House lights and 20 additional lights (with exception of spot lights) are included in the Theatre rental. Color gels and filters are not included and must be rented from an outside source. Lighting technician is not included.

Additional Light Fixtures
 \$7.00 each / per day
 \$500.00 per day max

Spot Lights \$25.00 per hour

(or any portion of an hour)

• AUDIO PATCH FEES (THEATER ONLY)

Recording-Out Patch Fee \$20.00 per patch / per day \$400.00 per event max

Audio-In Patch Fee \$35.00 per patch / per day \$700.00 per event max

E. Overtime Labor: (City Employees, not stage-hands)

• A/V Technician \$30.00 per hour

Tech. labor for system troubleshooting and house system monitoring.

• Sound/Light Board Operators: \$35.00 per hour

Theatre only

F. HVAC: (Cooling or Heating during non event hours) \$10 per unit / per hour

X. BLEACHER INFORMATION

A. When requesting use of bleacher seating, request must be made in writing or via email to Event Coordinator. Request must include a set-up diagram showing placement and number of sections used.

- B. Requests must be received at least two (2) weeks prior to event commencement date.
- **C.** If diagram is not provided to the Event Coordinator a minimum of ten (10) calendar days from the event commencement date, the Convention & Sports Facilities Department reserves the right to set bleachers at the department's discretion; set-up will not be modified thereafter.
- **D.** If bleachers are set per diagram and the client requests a change, a \$500 per hour change reset fee will be incurred. No changes/resets will be approved within 48 hours of the event commencement date.



ADDENDUM II – CLASS III HENRY B. GONZÁLEZ CONVENTION CENTER & LILA COCKRELL THEATRE

I. RENTAL PERIOD – ADDITIONAL FEES:

- A. A rental "day" is defined as 6:00am to 11:59pm.
- **B.** If the time period for the event goes past 11:59pm, the rental rate is an additional \$400.00 per hour or any portion of an hour. In the event that move-in or move-out occurs between 12:00 midnight and 6:00am, the rental is an additional \$400.00 per hour or any portion of an hour.

II. RENTAL OF MEETING ROOMS AND BALLROOMS:

A. Included In Your Rental

- 1. Rental includes one set-up per day (theatre, classroom, banquet seating or conference style). Set up includes chairs, 8'x15" classroom tables, 6'x30" & 8'x30" rectangular tables (for head tables and handouts), 66" round tables, and one lectern.
- 2. Any change to the original set up is a mid-day change, and will result in additional fees. Mid-day changes result in a charge equivalent to the rental cost for all equipment in the resulting set up. For more details, please contact your Events Services Coordinator.
- 3. Rental includes a maximum of four (4) risers to be used for head table. Additional risers are available at current rental rates. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.
- **4.** Table skirting for head tables, registration tables, and classroom tables is included upon availability of materials. All tables have Formica or aluminum tops.
- **5.** Rental of meeting rooms and ballrooms for the purpose of exhibits or displays does not include the set-up or use of any Convention Center equipment, other than tables and chairs needed for food service. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.
- 6. Rental does not include audio equipment. Refer to Section VII for information on preferred A/V provider.
- 7. Rental includes normal A/C or heating, excluding move-in and move-out times. A/C or heating is at an additional fee during move-in and move-out times. Refer to **Section IX** Equipment Rental, Services & Labor Rate Schedule.
- **8.** Water pitchers are provided for head tables and conference-style room set-ups only. Contact The RK Group for all other water services.

B. General Policies

- 1. Normal housekeeping services are provided excluding the property of others.
- 2. When meeting rooms or ballrooms are utilized for the purpose of exhibits or displays, a clean-up fee may be assessed if excessive trash removal or floor clean-up is warranted:

a. Meeting Rooms \$75.00 - 250.00
b. Ballroom C (C1-C3) \$500.00 combined
c. Ballroom C1-C2-C3 \$200.00 per section
d. Stars at Night Ballroom \$700.00 combined
e. Stars at Night Ballroom \$300.00 per section

- **3.** Carpeted Areas: if any carpet is driven over by a motorized vehicle, that area must be protected from damage. The mandatory method of protection is additional clean carpet laid upside down on the area to be driven upon. Masonite or Visqueen are acceptable options. No other method will be permitted.
- **4.** Rigging or hanging from the ceilings is prohibited in all meeting rooms and ballrooms (excluding Ballroom C and Stars at Night Ballroom), except as allowed by the exclusive rigging contractor.

5. Tape, adhesive products of any kind or puncturing items such as staples, tacks and nails may not be attached to any walls, doors or glass within the facility.

III. RENTAL OF EXHIBIT HALLS:

A. Included In Your Rental

- 1. Rental does not include the set-up or use of any Convention Center equipment unless exhibit space is utilized for general sessions. Tables & chairs for food service areas inside the exhibit space are provided at no charge. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.
- 2. Rental does not include audio equipment. Refer to Section VII for information on preferred A/V provider.
- 3. Rental includes normal A/C or heating, excluding move-in and move-out times. A/C or heating is at an additional fee during move-in and move-out times. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.

B. General Policies

- 1. Normal housekeeping services are provided excluding the property of others.
- **2.** Exhibit hall clean-up is provided as part of your rental agreement. However, an excessive clean-up fee may be assessed if warranted:

a. Exhibit Halls 1-2-3-4 \$700.00 full-hall / \$500.00 half-hall

b. Exhibit Halls 4A-4B \$400.00c. Bridge Hall \$250.00

IV. PUBLIC ACCESS SPACES:

The Henry B. Gonzalez Convention Center is a public facility and is open to the public. Public Space and Public Licensed Space (defined below) must remain open for safety purposes and public access to other public areas and facilities in and around the facility.

Public Space and Public Licensed Space adjacent to client's Licensed Premises may be used for directional signage, registration tables, information kiosks, or limited casual seating upon approval by the Event Services Manager. Existing signage, artwork, furnishings or in-house advertising displays may not be covered, moved, or altered.

<u>Licensed Space</u> – Space that is rented by the Licensee as "Licensed Premises" in the Short Term License Agreement where the public is restricted and can only be accessed by event attendees. This definition includes, but is not limited to, exhibit halls, ballrooms, meeting rooms, the LDR, the Boardroom, the Lila Cockrell Theatre, and Bridge Hall if included in the Licensee's Space Addendum.

<u>Public Space</u> – All areas that are not "Licensed" are available for public access at all times, such as the Entrance Lobby, Theatre Foyer, Hall of Statues, and all other hallways. The outdoor Theatre Plaza is a public area shared with the adjacent hotel; approved ground-supported entrance units may be installed at the entrance portals only if client has the east side of the Convention Center contracted.

<u>Public Licensed Space</u> – Any space that is open to the public, but can be licensed under certain circumstances and limitations including, but not limited to, Tower View, Park View, Plaza Mexico, patios and terraces, and the Grotto.

V. RENTAL OF LILA COCKRELL THEATRE:

A. Included In Your Rental

- 1. Rental includes twelve 8'x30" or 6'x30" tables, and 24 chairs. Additional equipment will be charged at current rates. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.
- 2. Normal housekeeping services are provided, excluding the property of others. Additional clean up fees may result from the use of production-related or decorative items in the seating area including, but not limited to streamers or confetti (if approved), brochures, other pre-set items, etc.
- 3. Rental **does not** include stage-hands, house technicians, soundboard operators, spotlight operators, security (Off Duty PD), ushers, ticket takers or other needed personnel. Licensee must make necessary arrangements to employ such staff, as approved by the Convention Facilities Director or his designee.
- **4. Audio:** Use of the **Basic Sound System**, inclusive of three (3) wired microphones is included in the Theatre rental. For additional A/V needs, refer to **Section VII** for information on preferred A/V provider.
- 5. Use of an **Enhanced Sound System** is available for those who place a premium on sound. Refer to the Equipment Rental, Services & Labor Rate Schedule for costs and details of the upgraded system. For more technical details pertaining to the audio systems, contact the Stage Manager at 210-207-6301.
- **6. Lighting:** House lights and 20 additional lights (with the exception of spot lights) are included in the Theatre rental. Color gels and filters are not included and must be rented from an outside source. For technical details pertaining to the lighting systems in the Lila Cockrell Theater, contact the Stage Manager at 210-207-6301.
- 7. Rental includes normal air conditioning (A/C) or heating during event hours, inclusive of appropriate precooling / heating time. Upon request, A/C or heating is available during move-in, move-out and rehearsal times for an additional fee. Refer to Section IX Equipment Rental, Services & Labor Rate Schedule.

B. General Policies

- 1. The location of the Lila Cockrell Theatre is at the main access point into the Henry B. Gonzalez Convention Center on the East Bank. Attendees, displays and all theatre related events must be contained to the lobby area and in no way block or obstruct the main concourse entry. Security personnel may be required to ensure such action, or the Facilities Director may order such personnel at the licensee's expense. The main concourse area is classified as public access area and may not be used for registration, practice, rehearsals, dining, or a congregation area by the theatre users.
- 2. Food & beverages are not permitted within the main house seating area of the theater. Licensee will incur an additional clean-up fee of \$300.00-\$500.00 if food or beverages are taken into the main house; clean-up fee also applies to all types of glitter, confetti, and adhesive stickers.
- **3.** The Green Room is to be held exclusively for main performers. Production offices and crews are prohibited. If damages or loss occur to the room, Licensee will be responsible.
- **4.** A Convention Facilities house technician must be on duty during all hours of an event when the theatre's sound or lighting systems or other related house equipment is in use. House technicians may be required prior to and after your event hours in order to set up, test, monitor and strike any facility systems or equipment.
- 5. House audio technicians are provided Monday Saturday during normal business hours (8:00 AM to 6:00 PM) at no charge to Licensee. Beyond that, the Licensee is responsible for arranging for the house technician(s) after 6:00 pm, Monday Saturday and for Sunday's and City-recognized holidays by calling the Stage Manager at 210-207-6301 or your assigned Event Services Coordinator. The cost for a house technician will be reflected on the final invoice to Licensee. Refer to Section X. Equipment Rental, Services & Labor Rate Schedule.
- **6.** There is an \$850.00 charge to remove or raise the **Orchestra Pit Filler.** The orchestra pit filler requires one full day to raise or remove, and one full day to restore. Requests to raise or remove must be received two (2) weeks in advance of event date, and are subject to availability of both time and labor. Requests to adjust pit filler within 72 hours of event move-in or start time will incur a 50% upcharge of \$425.00.
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C. Theatre Event Security & Event Staffing

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5. Fire Inspectors:

- **a.** The Uniform Fire Code Article 403.1 specifies that when, in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition display, contest or activity, the owner, agent or lessee shall provide one or more fire watch personnel, as required and approved, to remain on duty during the times such places are open to the public, or when such activity is being conducted.
- **b.** Typically, the Fire Inspector(s) will be assigned approximately 30 minutes prior to opening of the doors to the Theater (glass doors). Fire Inspectors will be scheduled for a minimum 3-hour shift.
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A. Business Center Services -

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C. Concessions / Novelties -

The RK Group / 210-225-4535

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San Antonio Police Dept / 210-207-7020

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Event Electrical Services by Freeman, Inc. / 210-227-0341

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Services provided include:

On-Site Inspector Hourly fee required

(2 Hour Minimum)

Food Booth Inspection

Vehicle Check

Fee Required

Hazing / Pyrotechnic Display

Assembly

Fee Required

Fee Required

Fee Required

Fee Required

Fee Required

On-Site Inspection

Other Services

Contact the Special Events Office at (210) 207-3695 for current rates.

Exhibit approvals will require a final walk-through by the Fire Marshal prior to event opening. Walk-through conducted after normal work schedule, weekends or holidays will be at the expense of clients unless instructed otherwise.

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Audio / Visual -

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•	Chairs – Exhibit Halls, Meeting Rooms & Ballrooms (Grey)	\$1.50 each
•	Tables (6'x30", 8'x30", 8'x15")	\$12.00 each
•	Banquet tables (66" round)	\$12.00 each
•	Risers (4'x8')	\$22.00 each
•	Dance floor (3'x3' sections)	\$6.00 each
•	Meeting room lecterns	\$40.00 each / per d

Meeting room lecterns \$40.00 each / per day
 Executive / ballroom lecterns \$75.00 each / per day

B. Production / Industrial Equipment:

<u>Note</u>: Always subject to availability. Facility use always takes priority. Use of facility boom-lifts and scissor-lifts must be scheduled no later than one (1) week in advance. **There is a 50% On-Site Equipment Upcharge**. Use of all facility boom-lifts is only permitted between 6:30am – 11:30pm. Facility boom-lifts and scissor-lifts must be operated by facility staff. Operator labor is included in the rental fee.

Fork-lift (1-ton)
 \$75.00 1st hour each day
 (\$20.00 per additional hour or portion of an hour per day)

Fork-lift (2-ton) \$125.00 1st hour each day

(\$35.00 per additional hour or portion of an hour per day)

Boom-lift / 38 ft. Scissor-lift \$180.00 min 3 hours each day

(\$60.00 per additional hour or portion of an hour per day)

26 ft. Scissor-lift
 \$120.00 min 3 hours each day

(\$40.00 per additional hour or portion of an hour per day)

Bleacher Rental

> Full Ten Set \$3,000.00 per setup/teardown

> Individual Sections \$300.00 per setup/teardown

Compactor / Open-top Pull Fee \$600.00

Lost Key Charge \$200.00 per key

Lost/Replaced Access Card \$50.00 per card

Rekeying / Recoring Charge \$100.00 per lock

C. Video Patch Fees:

Video Patch / Tie Fee (not Time Warner) \$15.00 per patch / per day
 \$300.00 per event max

Satellite Tie-in Fee (from roof pad to central A/V) \$50.00 per patch / per day

D. Lila Cockrell Theatre Sound & Lighting Packages:

BASIC SOUND SYSTEM

(Included in Theatre Rental)

Includes a small Ashley 206 six-channel mixer, rack-mounted, located back stage left, allowing the use of up to six (6) microphone inputs and one fold back mix to monitor wedges, maximum of two (2) stage wedges. Three (3) basic wired microphones included. Also includes the full-range front of house cabinets. Center cluster is gratis for customers using balcony levels. Facility "approved" personnel required to run sound, light, and rigging systems. If facility personnel are available to operate systems, current labor rates will apply. Sub cabinets and audience front-fill speakers **are not** included. Effects and graphic EQ's **are not** included with this package. Audio technician **is not** included.

ENHANCED SOUND SYSTEM

(\$750.00 a day)

Includes a Digidesign D-Show Venue audio desk with 48x16 stage rack/digital snake. Playback equipment (CD player) is included in the enhanced sound system rental. Three (3) basic microphones included. Also includes the full-range front of house cabinets, sub cabinets and stage-mounted audience front-fill speakers. Center cluster is gratis for customers using balcony levels. Facility "approved" personnel required to run sound, light, and rigging systems. If facility personnel are available to operate systems, current labor rates will apply. Audio technician **is not** included.

LIGHTING

House lights and 20 additional lights (with exception of spot lights) are included in the Theatre rental. Color gels and filters are not included and must be rented from an outside source. Lighting technician is not included.

Additional Light Fixtures
 \$7.00 each / per day
 \$500.00 per day max

Spot Lights \$25.00 per hour

(or any portion of an hour)

• AUDIO PATCH FEES (THEATER ONLY)

Recording-Out Patch Fee \$20.00 per patch / per day \$400.00 per event max

Audio-In Patch Fee \$35.00 per patch / per day \$700.00 per event max

E. Overtime Labor: (City Employees, not stage-hands)

• A/V Technician \$30.00 per hour

Tech. labor for system troubleshooting and house system monitoring.

• Sound/Light Board Operators: \$35.00 per hour

Theatre only

F. HVAC: (Cooling or Heating during non event hours) \$10 per unit / per hour

X. BLEACHER INFORMATION

A. When requesting use of bleacher seating, request must be made in writing or via email to Event Coordinator. Request must include a set-up diagram showing placement and number of sections used.

- B. Requests must be received at least two (2) weeks prior to event commencement date.
- **C.** If diagram is not provided to the Event Coordinator a minimum of ten (10) calendar days from the event commencement date, the Convention & Sports Facilities Department reserves the right to set bleachers at the department's discretion; set-up will not be modified thereafter.
- **D.** If bleachers are set per diagram and the client requests a change, a \$500 per hour change reset fee will be incurred. No changes/resets will be approved within 48 hours of the event commencement date.

ADDENDUM IV SAMPLING POLICY

EXHIBITOR SAMPLES & FOOD PROMOTIONS REQUESTS

- A. Exhibitors may provide "bite size" food samples of their individual brand name products. Approved sample sizes are (2) ounces or less.
- B. Exhibitors may provide food samples if doing so is a customary part of the overall event (i.e. food shows, convenience store trade shows, culinary events, etc...).
- C. The serving of generic products (i.e. frozen yogurt, ice cream, popcorn, cookies, coffee, bottled water, etc.) by exhibitors for the purpose of drawing attention to their booth is permitted only when the product being served is purchased from our exclusive caterer.
- D. If an exhibitor wants to attract exhibitors to a booth by giving away fresh popcorn, the machine and the popcorn product must be obtained from our exclusive caterer. Exhibitors are permitted to provide and use their own serving vessels (buckets, tubs, bags) to serve the popcorn. Often times, an exhibitor will provide serving vessels with their logo on them.
- E. All claims by an exhibitor that the generic product they wish to provide is not offered by our caterer must be verified with the catering sales staff. If it is determined that a product is not available through our caterer, the Event Services Manager will decide whether or not to allow the exhibitor to provide and serve the product.
- F. Distribution of individual pieces of hard candy or chocolate mints from any source is allowed.
- G. Samples of beverages may distributed on sight only under the following conditions:
 - 1. Samples are served for "on the spot consumption"
 - 2. Samples sizes are four (4) ounces or less for non-alcoholic beverages and two (2) ounces or less for alcoholic beverages, subject to applicable State law.
 - 3. The product is the brand name of the exhibitor or is distributed by the exhibitor
- H. Service of any alcoholic beverage must be arranged through our exclusive caterer, The RK Group, except as provided in Section G, above.
- I. Arrangements for the receiving and storing of products approved for sampling must be coordinated through our exclusive caterer, The RK Group.
- J. Requests for permission to serve food and / or beverage samples outside of these parameters must be submitted in writing to the Event Services Manager. The written request must come from the customer (licensee), and must contain the name of the exhibitor(s) or sponsor(s), and the product(s) to be served (bottled water, candy, cookies, popcorn, yogurt, soda, coffee, etc.)