CITY OF SAN ANTONIO - FIESTA® SAN ANTONIO COMMISSION, INC. LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This CITY OF SAN ANTONIO - FIESTA® SAN ANTONIO COMMISSION, INC. LICENSE AGREEMENT (hereinafter referred to as "License") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "City"), a Texas municipal corporation, acting by and through its City Manager, pursuant to Ordinance No. _____ dated _____, 2018, and FIESTA® SAN ANTONIO COMMISSION, INC. (hereinafter referred to as "Commission"), a Texas non-profit organization, acting by and through its President, hereto duly authorized (collectively the "Parties").

WHEREAS, San Antonio's annual Fiesta® San Antonio celebration (hereinafter referred to as Fiesta®), through the dedicated efforts of many civic-minded persons and nonprofit organizations, has achieved statewide, national and international recognition as one of the outstanding festival events, unique in the world and has many times been named the best festival by the Texas Festivals and Events Association; and

WHEREAS, the City Council of the City of San Antonio recognizes the importance of Fiesta® San Antonio as an integral part of the tradition and culture of this City and as an effective means of drawing attention to the historical, cultural and recreational attractions of this City, thereby enhancing the growth of tourism and convention activities in the City; and consequently desires to support the continuation and growth of Fiesta® San Antonio; and

WHEREAS, the Commission is a nonprofit corporation existing for the purpose of supporting Fiesta® San Antonio by raising funds for the financial support of Fiesta® activities, allocating such funds among nonprofit, civic and patriotic organizations that sponsor official Fiesta® events, and planning, developing and coordinating the events and activities of Fiesta® to present a celebration that is full, diverse, enjoyable, educational and attractive to the public; and

WHEREAS, for more than 125 years Fiesta® has played a significant part in the history and culture of San Antonio, including remembrance of the battles of the Alamo and San Jacinto and the memory of the men and women who so valiantly explored, settled and attained the independence of Texas, through an ever-growing group of diverse, multicultural, family-oriented events that feature music, food, heritage, patriotism, athletics, education, the arts, entertainment and more; and

WHEREAS, the Commission encourages the study of the history and culture of Texas and Latin America and cultivates and enhances the importance of San Antonio as a meeting place for confluence of the Anglo and Latin American and other cultures; and

WHEREAS, Fiesta® attracts some 2.5 million residents and visitors and contributes more than $340 million to the San Antonio economy each year, including more than $3.6 million to the city in sales tax revenue; and

WHEREAS, Fiesta® generates $188 million in spending by non-local visitors and generates 3,464 full-time-equivalent local jobs; and

WHEREAS, more than 200 local nonprofit groups benefit each year from Fiesta®, whether as participating member organizations that produce more than 100 Fiesta® events (with the help of 75,000 volunteers) or nonprofit civic organizations that raise hundreds of thousands of dollars through the sale of parade street chairs each year; and

WHEREAS, the Commission supports the community through allocations, grants and expenditures of hundreds of thousands of dollars each year to its member nonprofit organizations and an annual scholarship program benefiting local college students; and

WHEREAS, without the financial support provided by the Commission from and by means of the permits and licenses granted to it by the City, various major events that are essential to the quality and scope of Fiesta® would be curtailed and restricted to the substantial detriment of Fiesta® as a public and civic event; and

WHEREAS, the Commission has for more than 60 years demonstrated a proven record of outstanding administration and coordination of the many elements of Fiesta®, leading to significant growth in the scope and reputation of the festival, efficiently and in accordance with the purposes desired by the City Council; and

WHEREAS, for the foregoing reasons, the granting of the following specific permits, licenses and authority to the Commission for and in connection with the support of Fiesta® is found and deemed to be in the civic and public interest;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

PURPOSE OF THIS AGREEMENT

This License is entered into between the Parties for the purpose of granting a license to the Commission to coordinate, oversee and provide financial support for the celebration of Fiesta® annually.

I. TERM

1.01 The term of this License shall control all Fiesta® activities beginning with Fiesta® 2019 and shall continue until the date of the final accounting for the Fiesta® held in the year 2028 is complete, unless prior termination occurs as provided herein.

II. LIAISONS AND NOTICES

2.01 Unless written notification by Commission to the contrary is received by City, Commission's President shall be its designated representative responsible for the management of this License.

2.02 Unless written notification by City to the contrary is received by Commission, the Director of Center City Development and Operations Department ("CCDO") of the City shall be City's designated representative responsible for management of this License unless otherwise specified in this License.

2.03 Communications between City and Commission shall be directed to the designated representatives of each as set forth above.

2.04 For purposes of this License, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: Attn: CCDO
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

COMMISSION: Fiesta® San Antonio Commission, Inc.
2611 Broadway
San Antonio, Texas 78215
(210) 227-5191
info@fiesta-sa.org

with a copy to:

Frank B. Burney
Martin & Drought, Inc.
300 Convent, #2500
San Antonio, Texas 78205
(210) 227-7591
(210) 227-7924 (fax)

fburney@mdtlaw.com

2.05 Notice of change of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

III. LEGAL AUTHORITY

3.01 City and Commission each represent, warrant, assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this License and to perform the responsibilities herein set out. Commission further represents, warrants, assures and guarantees that it shall retain sufficient control, either by contract or otherwise, over each participating member organization, contractor, assignee, sublicensee and/or associate of the Commission to implement and enforce the provisions and perform the responsibilities herein set out.

IV. LICENSING OF THE OFFICIAL COORDINATING ENTITY

4.01 Dates of Fiesta®: The Commission is hereby designated as the official organization in the City for the purpose of planning, coordinating, and providing financial support for the events and activities of Fiesta® to be held:

April 18 through 28, 2019
April 16 through 26, 2020
April 15 through 25, 2021
March 31 through April 10, 2022
April 20 through 30, 2023
April 18 through 28, 2024
April 24 through May 4, 2025
April 16 through 26, 2026
April 15 through 25, 2027
April 20 through 30, 2028

4.02 Regulations: The Commission is authorized to designate and approve all events, parades, and activities to be held during Fiesta® on such dates and under such sponsorship as the Commission may deem most desirable for the successful presentation of each such parade, event, and activity, and from the standpoint of the overall coordination of the civic activities and celebration of Fiesta®. In its official capacity, the Commission and each participating member organization, contractor, assignee, or associate, acting by or through the Commission, and the City agree as follows:

(a) Fiesta® Events: Fiesta® events shall be defined as any activity occurring during

Fiesta® which is located in and around the City of San Antonio and which is recognized by the Commission as an official Fiesta® event.

(b) Fiesta® Parades: Fiesta® Parades shall be defined as the Battle of Flowers, River Parade, King William (parade licensing conditions applicable to the King William Fair Parade shall be by mutual agreement) and the Fiesta Flambeau, including Fiesta® Fandango Run.

(c) Limitation on Use of City Property: The City will not lease, rent, or permit the use of City-owned facilities, parks, or public streets or rights of way (including Alamo Plaza and grounds), where a City permit or City approval is required, for any carnival, parade, or other events that conflict with or compete with official Fiesta® Events during the Dates of Fiesta®, without first discussing with the Commission, at least thirty (30) calendar days prior to the first day of Fiesta®. It is contemplated that one or more parcels of City-owned properties may be leased for Fiesta® events to Fiesta®-related participating member organizations (such organizations may negotiate their own agreements with the City with approval by Commission).

It is understood and agreed that the use of Market Square will be under the control of the City or its designee. The Market Square Area is bordered by West Commerce on the north, Santa Rosa on the east, Pecos on the west, and Dolorosa on the south.

If the Commission desires to use Maverick, Milam, or Travis Parks, Commission shall submit to City reservation request for such use with proof of insurance and site plan. Commission shall be responsible for all security and clean-up of the areas reserved.

(d) Coordination with City Staff: The Commission shall submit to the City all approved events, parades, and activities requiring the use of City-owned facilities or services or of public streets together with their sponsors in a timely manner prior to Fiesta® street closure ordinance each year. For any new or substantially enlarged events, occasions, or activities that will require increased City support, the City shall determine if the City can provide such increased support, and shall notify the Commission of the recommendation in a timely manner. The Commission may add or delete events, parades, or activities subsequent to the initial submission, but the Commission shall make no commitment to any new or substantially enlarged event, parades, or activity requiring increased City support without the City's concurrence.

(e) Alcohol Policy: The possession or sale of any beer, soft drink, or other beverage, other than in a plastic, paper container, or aluminum can/bottle, shall be prohibited at all public Fiesta® events. All Fiesta® events at which alcoholic beverages are sold after 10:00 p.m. must cease selling such beverages not less than one (1) hour before the end of the event, provided, however, that this provision shall not apply to Night in Old San Antonio so long as it closes at 10:30 p.m. Commission understands and agrees that it is a misdemeanor to violate any requirement or prohibition of this subsection regarding alcohol and upon conviction a violator can be punishable as provided by law.

(f) Existing Tenants: The Commission and all Fiesta® organizations shall guarantee the rights of tenants under existing lease agreements of the City.

(g) Fire Safety: All Fiesta® organizations shall be limited to a maximum crowd limit established by the Fire Department. Such organizations shall be responsible for enforcement of this limit (through the respective Department Head of the facility) and for providing required fire appliances and personnel as prescribed by the Fire Code.

(h) Traffic Control: The Commission and/or Fiesta® organizations shall be responsible for providing all delivery and removal of barricades, detour and traffic control signs in conformance with current City standards for all official Fiesta® events. The City shall only be responsible for inspecting barricades and signs to ensure compliance with City standards. The City will submit to the Commission a list of barricade needs for events and parades as City deems necessary. The Commission shall be responsible for delivery and removal of barricades and set up will be coordinated through and supervised by the City and the Commission.

(i) License/Permit/Inspection Fees or Costs: The Commission and/or Fiesta® organizations shall be responsible for paying all license, permit and inspection fees in accordance with City ordinances.

(j) Clean-up: Except for the Fiesta® Street Parades, the Commission shall cause all locations upon which it, its participating member organizations, or its sublicensee/assignee have conducted Fiesta® operations to be restored to at least the same condition existing prior to their operations, said clean-up and restoration to begin no later than 7:00 a.m. on the day following the (i) closing date shown in Paragraph 4.01 or (ii) the conclusion of the Fiesta® activity, whichever is earlier. Clean-up for the Fiesta® Street Parades shall be the responsibility of the City and will begin immediately upon conclusion of parade.

(i) The City shall provide garbage and recycling containers for placement along Fiesta® Street Parades route, and the City and Commission shall work together to ensure containers are place at all intersections and highly visible locations along Fiesta® Street Parades route to the greatest extent possible. The City shall provide garbage and recycling removal after all Fiesta® Street Parades.

(ii) The Commission shall require chair concessionaires separately collect all recycling and garbage left within the perimeter of their assigned areas. The Commission shall penalize any chair concessionaire that fails to collect all recycling and garbage left within the perimeter of their assigned areas, and penalties may be financial and may include loss of future concession opportunities with the Commission. The City and Commission shall work together to develop evaluation criteria and process to assess chair concessionaires' compliance with this requirement.

(iii) Commission and City shall also work cooperatively to provide incentives to the public for recycling and trash removal, including locating City's medal redemption/recycling stations on Street Parade routes at highly visible locations, such as adjacent to first aid stations.

(k) Insurance/Indemnity/Liability:

(i) The Commission shall and hereby agrees to both indemnify the City and to secure insurance coverage as set out in Exhibit "A" attached hereto and incorporated herein for all purposes.

(ii) All entities to which the Commission grants a license, sublicense, contract, or subcontract for carnival and parade concessions must agree, in writing, to indemnify the City on the same terms as contained in Exhibit "A-1". In addition, and at a minimum, these entities shall list the City as an additional insured to satisfy their own obligations hereunder.

(iii) Until and unless a certificate of insurance showing compliance with these requirements is on file with the City and such policy remains in full force and effect, no Fiesta® activities authorized by this License may be conducted.

(iv) Notwithstanding any other provision in this License, Commission agrees to and hereby accepts liability for any and all clean-up, damage or destruction to City owned personal and/or real property caused by it or any entity to whom the Commission grants a license, sublicense, contract, or subcontract hereunder. In the event the City-owned property is not promptly restored to its former condition on a timely basis, the City may clean-up and restore, which all costs shall be reimbursed by the Commission to the City. In the event of such damage, Commission shall pay, in money, the cost of clean-up and/or repairs to completely restore the property to its undamaged condition; or, in the event such restoration is not possible, as determined in the sole discretion of the City, Commission shall pay the full replacement value of the property. Nothing in this paragraph shall restrict the Commission from pursuing reimbursement for any such liability from the party who caused such damage. This provision is not and should not be construed as a limitation of legal remedies available to the City.

(l) Toilets: All organizations which are members of the Commission and any assignee, contractor or sponsoring organization of the Commission or related Fiesta® events shall be responsible for placement and provision of an adequate number of chemical toilets for their respective events.

(m) Fiesta Fiesta: Commission is authorized to operate a "kick-off" event for Fiesta® rent-free the first day of Fiesta® annually to be located in and around Hemisfair Park on S. Alamo

Street between Market and Chavez. Both parties acknowledge that Hemisfair Park and Alamo Street may be under construction during the term and therefore agree to cooperate to identify a temporary alternate footprint for Fiesta Fiesta. Commission will also pay costs of barricades on Alamo Street. Commission may enter into separate agreements with HPARC for use of the areas controlled by HPARC.

(n) Health, Safety and Welfare. At any time during a Fiesta® activity, the City may require changes, additions, improvements, or modifications to insure the health, safety and welfare of the general public.

(o) Street Parades. The Battle of Flowers and Flambeau parades ("Street Parades") are subject to these additional conditions:

(i) Street Parades for 2019 will remain consistent with past route and practices; and

(ii) Future Street Parades will be agreed upon on before July 1st of the previous year and be subject to new routes and conditions relating to the Alamo Master Plan as follows:

(a) new route will be agreed upon with uninterrupted continuity and utilize the City's existing property and rights of way both during and after construction of the project at the renovated and expanded Alamo Plaza contemplated by the Alamo Master Plan and consistent with the lease agreement with the General Land Office;

(b) a transition plan shall be negotiated that will address concerns associated with re-routing the Street Parades as a result of implementing the Alamo Master Plan;

(d) a ceremonial activity zone at the historic main gate to the Alamo will be developed with an unobstructed view of the Alamo Chapel to enable continuation of Street Parades traditions, including placing floral tributes in front of the Alamo Chapel during the Battle of Flowers Parade consistent with past practice, and having the University of Texas marching band perform within view of the Alamo chapel during the Flambeau Parade; and

(e) bleachers and chair seats will be placed along new sections of the Street Parades routes consistent with prior practice at locations designed to facilitate an improved experience for parade audiences and accommodate seating capacity which meets or exceeds that of the existing parade routes.

(p) Alamo Master Plan. The Commission and the City will work cooperatively in good

faith to design and implement the Alamo Master Plan considered and voted upon by the Alamo Citizens Advisory Committee on August 30, 2018 as it relates to Fiesta®, subject to these conditions:

(i) In addition to the two Street Parades, all Official Fiesta® Events which currently utilize the Alamo Plaza including the area leased to the General Land Office shall continue uninterrupted each year in a manner substantially similar to prior practice (San Jacinto Victory Celebration, This Hallowed Ground, Investiture of King Antonio, Pilgrimage to the Alamo, Air Force at The Alamo, Army Day at the Alamo, Marines at the Alamo, Navy Day at the Alamo, and Battle of Flowers Pre-Parade Picnic; and

(ii) The covenants, obligations and rights of the Parties and limitations set forth in this Section 4.02 relating to use of existing City-owned facilities, parks, or public streets or rights of way during the period of Fiesta® for Official Fiesta® Events shall be preserved in any future agreements entered into by the City with third parties relating to the construction and operation of the renovated and expanded Alamo Plaza contemplated by the Alamo Master Plan.

(q) Street Closure. Annually City and Commission shall negotiate an ordinance before Fiesta® to address temporary street closures, hours and other issues relating to Fiesta® that year.

V. LICENSING OF THE CARNIVAL AND CARNIVAL SITE CONCESSIONS

5.01 Carnival: The Commission is hereby granted a carnival license, which includes concessions sold within the "Carnival Site", as hereafter designated, and is authorized and shall conduct a Request for Proposal ("RFP") process for the purposes of assigning such license on terms and conditions to be determined by Commission, for the purpose of conducting carnival activities during Fiesta®, on dates mutually agreed upon by the City and Commission. No City approval is required for Commission to select licensee or to exercise option terms included in RFP process, provided that the parties comply with the provisions hereof. The Commission and its licensee are authorized to occupy the property designated at the Alamodome on Exhibit "B", attached hereto and incorporated herein for all purposes (herein referred to as the "Carnival Site") each year of Fiesta® for the term of this License, subject to the following terms and conditions:

(a) Carnival Activities: "Carnival" shall be defined as any and all activities operating under the authorization of the carnival contractor selected under the RFP process and designated as such by the Commission.

(b) Carnival Contract: The license hereby granted to the Commission may be assigned to a contractor by the Commission selected through a RFP process, and such contractor shall agree to conduct a carnival during Fiesta® only as sublicensee/assignee of this license and only upon the Carnival Site approved by the Commission. Any and all carnival contracts resulting from this RFP

process shall be submitted to the City.

(c) Site Plan: The carnival contractor shall submit to the City and the Commission the proposed use of the Carnival Site, including proposed locations for all carnival and concession activities, prior to Fiesta® each year to insure the safe operation of the carnival in compliance with all City regulations.

(d) Carnival Prices: Carnival prices for food and beverages, games, and rides must include discounted hours of operation for families. No gate fee for admission shall be charged without approval of City.

(e) Obstructions: The placing of any obstructions or conducting of any carnival operations or activities on public streets is prohibited unless specifically authorized by the City. No monuments, trees, landscaping, or directional signage may be removed or altered.

(f) Regulatory Compliance: The Commission and the carnival contractor are to comply with and to require all concessionaires operating under the license granted by this Article V to comply with all provisions of the City's rules, regulations, and ordinances, as well as all health requirements, and proper disposal of garbage and recycling in appropriate containers, as they may pertain to the operations being herein permitted.

(g) Insurance: On the same terms and conditions set out under paragraph 4.02 (k), the Commission is to secure or cause to be secured insurance coverage in the amounts of or greater than those defined in Exhibit "A". No commercial carnival activities being authorized by this License may be conducted until and unless a certificate of insurance showing compliance with this requirement is on file with the Commission and such policy remains in full force and effect. The Commission shall ensure that all entities to which it grants a concession or license will secure comprehensive general public liability insurance with coverage for bodily injury (personal injury) and property damage with a combined single limit either under a separate policy or in conjunction with the Commission in amounts that meet minimum requirements defined in Insurance Exhibit "A".

5.02 RFP. The Parties agree that, at a minimum, the parameters for implementation of the RFP process for selection of a carnival operator shall be as follows:

(a) notice of the RFP shall be placed in local media and appropriate trade journals and newsletters;

(b) price schedule, small, local, and minority-owned participation, shall be factors to be considered in connection with the selection of an operator;

(c) the carnival concession shall be awarded for no more than a five (5) year period;

(d) upon opening of the bids received under the RFP process, the Commission shall review/evaluate the responses and make a decision, which may include rejection of all bids;

(e) upon selection of a bid, provide to the City a copy of the executed contract with an explanation as to the selection process;

(f) the RFP shall contain a requirement for a letter of credit or other acceptable security as a percentage of the consideration to be paid to insure performance of all contractual provisions in an amount determined by the Commission; and

(g) the RFP shall require a proposal from the operator for the inclusion and/or outreach to the local community, such as local vendors, operation of booths, or other similar means of participation, for some of the local vending opportunities.

5.03 Clean-up: The carnival contractor shall cause all locations upon which it or its sublicensee/assignee has conducted Fiesta® operations to be restored to at least the same condition existing prior to their operations, said clean-up and restoration to begin no later than 7:00 a.m. on the day following the (i) closing date shown in Paragraph 4.01 or (ii) the conclusion of the Fiesta® activity, whichever is earlier. If the City determines that such clean-up and restoration of the parcels are not progressing properly and timely, then the City, may enter upon such locations and proceed to clean-up and restore them to proper condition, in which event the Commission acknowledges and agrees to reimburse the City for all additional expenses, including but not limited to, labor, including all overtime pay, materials, equipment, and supervision in accomplishing a proper and timely clean-up and restoration.

5.04 Alamodome: The Carnival Site is located in the parking lots of the Alamodome owned and operated by the City. To avoid conflicts, City and Alamodome staff shall work cooperatively with the carnival contractor to support carnival operations. An agreement for rental of the Alamodome parking lots is attached hereto as Exhibit D. Use of the Alamodome for the Carnival shall not exceed $100,000 annually, and patron parking charged by the Alamodome shall not exceed $10 per car through 2022 (parking for Fiesta 2023-2028 to be determined by COSA Council). City shall insure that Alamodome parking area is available for carnival contractor's use three (3) days before and one (1) day after Dates of Fiesta®.

VI. LICENSING OF PARADES

6.01 License: The Commission is hereby granted a parade license, including, but not limited to the exclusive authority to operate and conduct parades and to place, erect, construct, and maintain bleachers, grandstands, chairs, and other seating accommodations upon the streets along designated parade routes for any and all Fiesta® Parades , subject to the following terms and conditions:

(a) Routes: The Commission shall assign its rights hereunder to the current organizations hosting the Parades provided such organizations comply with the requirements herein and the other conditions of membership of the Commission.

(b) Seating.

(i) Requirements:

(1) Neither the Commission nor any other concessionaire, person, or agency shall be permitted to use any public sidewalks, street intersections, or sections at any location along such-parade routes designated as free of charge to the general public by the City for the placement of any seating accommodations for sale, hire, or rent. Accommodation should also be made to allow for the construction and placement of grandstands, bleachers, and other seating accommodations. The Commission shall be responsible for erecting and taking down bleachers and risers for parade use.

(2) Intersections shall remain clear of any barricades, bleachers, or other barriers to allow access for emergency vehicles.

(3) Commission shall use best efforts to promote smoke-free Fiesta® Parades. It shall also provide alcohol-free seating in designated areas.

(ii) Ticket Sales: The Commission is authorized to permit religious, civic, fraternal, and welfare organizations or agencies to administer, sponsor, and handle the sale of tickets and the seating of parade spectators in seating accommodations in designated sections or units along such parade routes. The Commission shall give priority to previous license holders of street chair licenses to be sold to organizations and shall place any remaining spaces in a lottery or on a first come, first serve basis. The price of street parade tickets shall be set by the Commission, taking into consideration making seating for the parades a reasonable cost for families. Revenues from sale of street chair licenses support Commission operations, including allocation of funds to participating member organizations that organize official Fiesta® events and contributions to charitable organizations.

(iii) Format of Tickets: The sale of such seating accommodations and the rent or hire of such seats shall be made by the use of printed tickets issued by the Commission, designating the street, block, and side of the street block in which the seating space is located. The number of tickets issued and sold for any street block and side of the street block shall be limited to the number of seats designated for such location by the Commission.

(iv) Striping: The City will place courtesy stripes on the parade routes. No chairs

may be placed closer than one (1) foot back of the courtesy line. Coordination should be by Fiesta® Seating Coordinator and the City.

(v) Securing Chairs: All chairs placed on the street parade route by the Commission or other chair concessionaires shall be securely tied with a chain or cables.

(vi) Set-up Requirements: No chairs or seats of any kind except temporary bleachers shall be placed in any street along the parade route prior to the street being closed to traffic and removal of chairs or seats of any kind placed in any street along the parade route shall begin immediately when the end of the parade passes and complete removal shall be achieved within one (1) hour. All bleachers shall be completely removed from the street no later than eight (8) hours after the conclusion of the last Fiesta® Flambeau night parade on any approved parade route on a public street, and all concession stands and any Fiesta® facility that could impede vehicular traffic shall be completely removed from the street no later than four (4) hours after the conclusion of the Fiesta® Flambeau night parade on any approved parade route on a public street.

(c) Route: The designated parade route for Fiesta® Street Parades for 2019 shall be as defined on Exhibit "C" attached hereto and incorporated herein as if fully set out. Future routes will be determined as provided in Section 4.02 (o) and confirmed no later than July 1st of the previous year.

(d) Parade Requirements: All bands or marching units shall be required to maintain a forward progress. No participant shall throw or give away candy, gifts, tokens, advertisements, or any other object from any parade unit while the unit is on the parade route. Failure to observe these requirements shall constitute a breach of this License, and the City, or his designee, is hereby empowered to remove this unit from the parade immediately.

(e) Floats: All parade floats shall meet requirements of the Fire Code and State law.

(f) Insurance: Subject to the terms and conditions set out under paragraph 4.02(k) of this License, the Commission further agrees that, as a condition of its authority to permit and designate the sponsorship and presentation of any parade or parades and concessions under this License, it will deposit with the City no later than April 1 of each year an insurance policy (evidence of such insurance to be either original policies of insurance or acceptable certificates of insurance), the limits of said policy or policies shall be in compliance with Exhibit "A".

(g) Health Advisory: To avoid cases of heat exhaustion or other medical problems, the Commission will require parade sponsors to advise all participants in Fiesta® Parades of health problems which can be caused by rigorous activity and exposure to hot weather conditions in accordance with guidelines to be approved by the City, and remedial actions which may be taken.

(h) Special Provisions for River Parade:

(i) Seating: The placement of seating accommodations for the River Parade shall be done at the direction and with the approval of the City, including seating for sale, hire, or rent and areas to be designated as free of charge to the general public. The approval of River Parade seating and activities may be modified in accordance with scheduled flood control improvements to the San Antonio River during the time period covered by this ordinance.

(ii) Security: For the purpose of Riverwalk access control, the Commission shall require the sponsoring organization to contract for posting of security at the Riverwalk access points beginning at 4:30 p.m. prior to the River Parade.

VII. LICENSING OF CONCESSIONS

7.01 License: The Commission is hereby granted a license for the sale of foods, beverages, merchandise and souvenirs on or upon the public streets and sidewalks, within one block of Street Parades routes and Fiesta Fiesta each year during Fiesta® for the term of this License, excluding the concessions sold within the boundaries of the "Carnival Site" designated on Exhibit "B". The License granted by this Article VII may be assigned by Commission to one or more qualified individuals or entities whom shall be determined through a public RFP process. Licensing hereunder shall be subject to the following terms and conditions:

(a) Concession Safety: All approved concession stands set up on public streets shall be protected by barricades and/or traffic warning devices as necessary to protect them from motorists.

(b) Permits/Licenses: The Commission shall require that every person engaged in the sale of foods, beverages, merchandise, and souvenirs possess a valid license or permit from the City. All concessionaires shall be licensed without regard to profit or non-profit status.

(c) Public Obstructions: In all cases where concession stands or any other obstructions are placed on public property, the City shall be authorized to remove same if they fail to comply with the provisions of this License.

(d) Rules and Regulations: The Commission must provide and issue written rules and regulations of conduct and operations to each sublicensee operating on or upon the public streets, sidewalks and/or along the parade routes. Violation of the rules and regulations may include, but not be limited to, a revocation of the violator's license. Roving concessionaires shall be limited to sales within one block of Street Parades routes.

(e) Existing Vendors: Persons or agencies holding year-round vending licenses in the central business district are entitled to regular vending rights during Fiesta® as provided in such

licenses.

(f) Restricted Locations: No sales may be made at Market Square, River Walk, or the King William Fair area. Violation of this restriction shall result in a vendor losing its license.

(g) Prohibited Activities: Commission shall inform all sublicensees within the written document creating the sublicense that it is unlawful for any person to sell or use a pressurized container of the substance commonly known as "liquid string", "silly string", or "super string" or any quantity of the small explosive devices commonly known as "snappers", "throwdowns", "popping match sticks", and "pop pops", which are paper-wrapped wads of sand coated with a minute quantity of explosive powder and adhesive, producing a small report upon impact with hard surfaces, in any public place or private property where the general public is invited for Fiesta® related events. The Commission shall further inform the sublicensees that a violation of this provision constitutes a criminal act.

(h) Parade Booths: Booths may be set up before the first Street Parade on Friday and shall be removed after the last Fiesta® Street parade on Saturday. City shall have the right to require removal of any booth at any time if it is deemed to be a traffic hazard, or if it impairs a driver's ability to see approaching traffic. If any booths remain up between the parades on the actual portion of a city street intended for vehicular traffic, the Commission shall be responsible for barricading in accordance with City standards and instructions.

(i) Insurance: Subject to the terms and conditions set out under paragraph 4.02(k) of this License, the Commission is to secure or cause to be secured insurance coverage in the amounts of or greater than those defined in Exhibit "A". Until and unless a certificate of insurance showing compliance with this requirement is on file with the City and such policy remains in full force and effect, no food or novelty concessions authorized by this Article VII may be conducted. The Commission shall ensure that all entities to which it grants a concession or license will secure comprehensive general public liability insurance with coverage for bodily injury (personal injury) and property damage with a combined single limit either under a separate policy or in conjunction with the Commission in amounts that meet minimum requirements defined in Exhibit "A".

7.02 RFP: The Parties agree that, at a minimum, the parameters for implementation of the RFP process for selection of food and novelty concessionaires shall be similar to those conditions controlling the Carnival RFP. Preference may be given to a contractor that can provide both carnival and parade concessions.

7.03 Clean-up. The Commission shall cause all locations upon which the beverage, food, merchandise, and novelty concessionaire has conducted operations to be restored to at least the same condition existing prior to their operations, said clean-up and restoration to commence within twenty-four (24) hours after cessation of operations.

VIII. PARKING PERMITS

8.01 The City may issue special permits to allow parking in commercial zones for a specified amount of time, as determined by the City. Except as allowed herein, all traffic regulations shall be enforced and adhered to by the Commission, its sublicensees, and the public.

IX. BROADCAST RIGHTS

9.01 The Commission in granting any license/permit which it is authorized to grant hereunder is further authorized to reserve the right to contract for television and radio coverage and broadcasting equipment, facilities, and personnel at one or more points on the public streets or sidewalks, or elsewhere upon public property of the City where such events may take place, as shall be suitable or necessary for the purpose of covering and broadcasting such event. All broadcast rights relating to Fiesta® activities shall be controlled by the Commission. The placement of broadcast equipment shall not unreasonably interfere with the public use of such streets, sidewalks, or other public property and shall be coordinated with City.

X. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS

10.01 Commission shall account for the receipt and disbursement of any and all monies received for each license granted by the Commission under this License and shall require, to the extent applicable, conformity with generally accepted accounting principles in all reports. Itemized documentation shall be provided by licensees to the Commission, and other financial controls and procedures shall be encouraged to insure accurate and transparent accounting of all proceeds. Licensees of the Commission shall account: (i) for all revenues received (including in-kind sales and sales by sub-contractors), directly or indirectly; (ii) payment of sales taxes to appropriate authorities; (iii) market-rate pricing of all subcontracts for revenues generated by games; and (iv) revenues shall not include deductions for payments or expenses of any kind, including, but not limited to, payments by licensees to subcontractors, food and beverages vendors, or other sublicensees.

10.02 Upon ten (10) days written notice, each party agrees to make all its records pertaining to this License available to the other party, or any authorized representative, and shall permit the examination of these records, as well as the making of excerpts and/or copies of same.

10.03 Commission shall file with the City, in triplicate by December 31, a complete financial report and audit, prepared by a certified public accountant, including the statement of financial position for the most recent fiscal year and the statements of activities and changes in cash flows for the year then ended, prepared in accordance with generally accepted accounting principles, consistently applied.

10.04. Commission shall maintain a written internal policy for procurement of goods and

services to provide the best value for Fiesta® in terms of quality of products or services procured and promote open market competition. Such policy shall be made available on its website.

XI. ECONOMIC IMPACT

11.01 Commission agrees to have an economic impact study done every ten years that details the economic impact of Fiesta® and illustrates the City's annual return in sales tax and hotel occupancy tax.

XII. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

12.01 Commission agrees to comply with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws.

12.02 In the event of non-compliance by Commission with applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, this License may be canceled, terminated, or suspended by City in whole or in part.

XIII. NONDISCRIMINATION

13.01 Commission covenant and agree that it will comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, it shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XIV. CONFLICT OF INTEREST

14.01 Commission covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this License. Commission further covenants that in the performance of this License, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

14.02 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this License shall:

(a) participate in any decision relating to this License which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(b) have any direct or indirect interest in this License or the proceeds thereof.

XV. PUBLICITY

15.01 In any news release, sign, brochure, or other advertising medium disseminating information prepared or distributed by or for either Party relating to Fiesta®, either party may credit or highlight the efforts of the other party in facilitating the celebration of Fiesta®

XVI. CHANGES AND AMENDMENTS

16.01 Except when the terms of this License expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment formally approved by the Commission and CCDO Director.

16.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this License and that any such changes shall be automatically incorporated into this License without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVII. TERMINATION

17.01 "Termination" of this License shall mean termination by expiration of the License term or earlier termination pursuant to any of the provisions hereof.

17.02 Notwithstanding any other provision in this License, the Parties may terminate this License for any of the following reasons:

(a) Neglect or failure to perform or observe any of the terms, conditions, covenants or guarantees of this License within thirty (30) days after notice to cure has been received by the non-defaulting Party;

(b) Finding by City that Commission is in such unsatisfactory financial condition as to endanger performance under this License;

(c) Appointment of a trustee, receiver or liquidator for all or a substantial part of Commission's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Commission;

(d) The entry by a court of competent jurisdiction of a final order providing for the modification or alteration of the rights of Commission's creditors; and

(e) Inability by Commission to conform to changes in applicable local, state and federal

rules, regulations and laws.

17.03 Upon a decision to terminate by either City or Commission under this Article XVII, written notice of such, the effective date thereof, and the basis for the decision shall be immediately provided to the other Party.

17.04 Upon receipt of notice to terminate, Commission shall cancel, withdraw, or otherwise terminate any outstanding orders, subcontracts and/or sublicensing agreements which relate to the performance of this License. To this effect, City shall not be liable to Commission or Commission's creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

17.05 Within thirty (30) days after receipt of notice to terminate, Commission shall submit a statement to City, indicating in detail the services performed under this License prior to the effective date of termination.

17.06 Any termination of this License, as herein provided, shall not relieve the Parties from the payment of any sum(s) that shall then be due and payable or become due and payable as provided for at law or in equity, or any claim for damages then or theretofore accruing against the Parties hereunder or by law or in equity.

XVIII. ASSIGNMENTS

18.01 Except as expressly authorized or required under this License, Commission shall not transfer, pledge or otherwise assign this License, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of City. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person. Any concessionaire or subcontractor many not voluntarily assign, transfer, pledge, or hypothecate, in whole or in part, any contract with the Commission relating to rights granted to the Commission by this Agreement, or shall any involuntary transfer or assignment result in a transfer of any rights conferred by this Agreement.

XIX. SEVERABILITY OF PROVISIONS

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

illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XX. NON-WAIVER OF PERFORMANCE

20.01 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this License shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this License, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this License shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

20.02 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. ENTIRE AGREEMENT

21.01 This License constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this License shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XXII. PARTIES BOUND

22.01 This License shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XXIII. GENDER

23.01 Words of gender used in this License shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIV. RELATIONSHIP OF PARTIES

24.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

XXV. TEXAS LAW TO APPLY

25.01 This License shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

XXVI. CAPTIONS

26.01 The captions contained in this License are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this License.

XXVII. COMPLIANCE WITH FEDERAL STATE AND LOCAL LAWS

27.01 The Parties assure and certify that they will comply with all Federal, State and Local Laws and regulations.

XXIII. FORCE MAJEURE

28.01 Neither Party shall be required to perform a term, condition or covenant in this License so long as such performance is delayed or prevented by force majeure, which shall include acts of God, strikes, terrorism, lockout, civil riot, natural disasters and any other cause not reasonably within the control of the Parties and which by the exercise of due diligence cannot wholly or in part be prevented or overcome.

XXIX. GREEN EVENTS ORDINANCE

29.01 All Fiesta® Events sponsored by the Commission and its participating member organizations (PMOs) operating on public property or public right of way owned by the City shall comply with Ordinance 2016-04-14-0283, which amended the "Green Events Ordinance" 2010-04-08-03030, requiring all certified events to include a 1:1 trash receptacle ratio to insure recycling opportunities are more prominently available to event participants.

29.02 Any events that do not fall within the requirements of the "Green Events Ordinance" shall use best efforts to voluntarily certify all events through the "Green Events Ordinance" certification process. As a guide, the Commission and PMOs may review the "Green Events Planning Guide and incorporate such guidelines into their events.

XXX. NON-APPROPRIATION

30.01 Notwithstanding any other provisions of this License, in the event that the City Council of the City of San Antonio shall fail to appropriate sums to pay any of City's obligations under the terms of this License, Commission's and the Participating Member Organizations sole

remedy shall be to terminate this License and City shall have no further obligations hereunder.

EXECUTED this the ___ day of _____, 2018 in multiple originals, each with full force and effect.

CITY OF SAN ANTONIO	**FIESTA® SAN ANTONIO COMMISSION, INC.**
By: _____	By : _____
Title:	Title: President

APPROVED AS TO FORM:

_____
City Attorney

Attachments:

Exhibit "A" INSURANCE
Exhibit "A-1" INDEMNITY
Exhibit "B" CARNIVAL SITE AT ALAMODOME
Exhibit "C" STREET PARADE ROUTES
Exhibit "D" ALAMODOME RENTAL AGREEMENT

EXHIBIT "A"

INSURANCE

A) Prior to the commencement of any work under this Agreement, Commission shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Center City Development & Operations Department, which shall be clearly labeled "Fiesta San Antonio Commission" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Center City Development & Operations Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

C) The Commission's financial integrity is of interest to the City; therefore, subject to Commission's right to maintain reasonable deductibles in such amounts as are approved by the City, Commission shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Commission's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the	**AMOUNTS**

following types and for an amount not less than the amount listed below:**TYPE**	
1. Workers' Compensation **2.** Employers' Liability	***Statutory*** $1,000,000.00/$1,000,000.00/ $1,000,000.00
3. Commercial General Liability Insurance to include coverage for the following: **a.** Premises/Operations **b.** Products/Completed Operations **c.** Personal/Advertising Injury **d.** Environmental Impairment/ Impact	For Bodily Injury and Property Damage of: **$1,000,000.00** per occurrence; **$2,000,000.00** General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability: **a.** Owned/leased vehicles **b.** Non-owned vehicles **c.** Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of **$1,000,000.00** per occurrence
5. Directors and Officers Liability To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	**$1,000,000.00** per occurrence
6. Host Liquor Liability- Coverage for liquor sold/distributed on premise.	$1,000,000 per occurrence

D) Commission agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Commission herein, and provide a certificate of insurance and endorsement that names the Commission and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Commission. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary

and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Commission shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Commission shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Center City Development & Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Commission agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the 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 the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

H) In addition to any other remedies the City may have upon Commission's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Commission to stop work hereunder,

and/or withhold any payment(s) which become due to Commission hereunder until Commission demonstrates compliance with the requirements hereof.

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

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

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Commission and any Subcontractors are responsible for all damage to their own equipment and/or property.

EXHIBIT "A-1"

INDEMNITY

COMMISSION covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to COMMISSION'S activities under this Agreement, including any acts or omissions of COMMISSION, any agent, officer, director, representative, employee, consultant or subcontractor of COMMISSION, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT COMMISSION AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. COMMISSION shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or COMMISSION known to CONSULTANT related to or arising out of COMMISSION's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at COMMISSION's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving COMMISSION of any of its obligations under this paragraph.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by COMMISSION in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. COMMISSION shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If COMMISSION fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and COMMISSION shall be liable for all costs incurred by City. City shall also have

the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

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

EXHIBIT "B"

CARNIVAL SITE

SEE ATTACHED PAGE

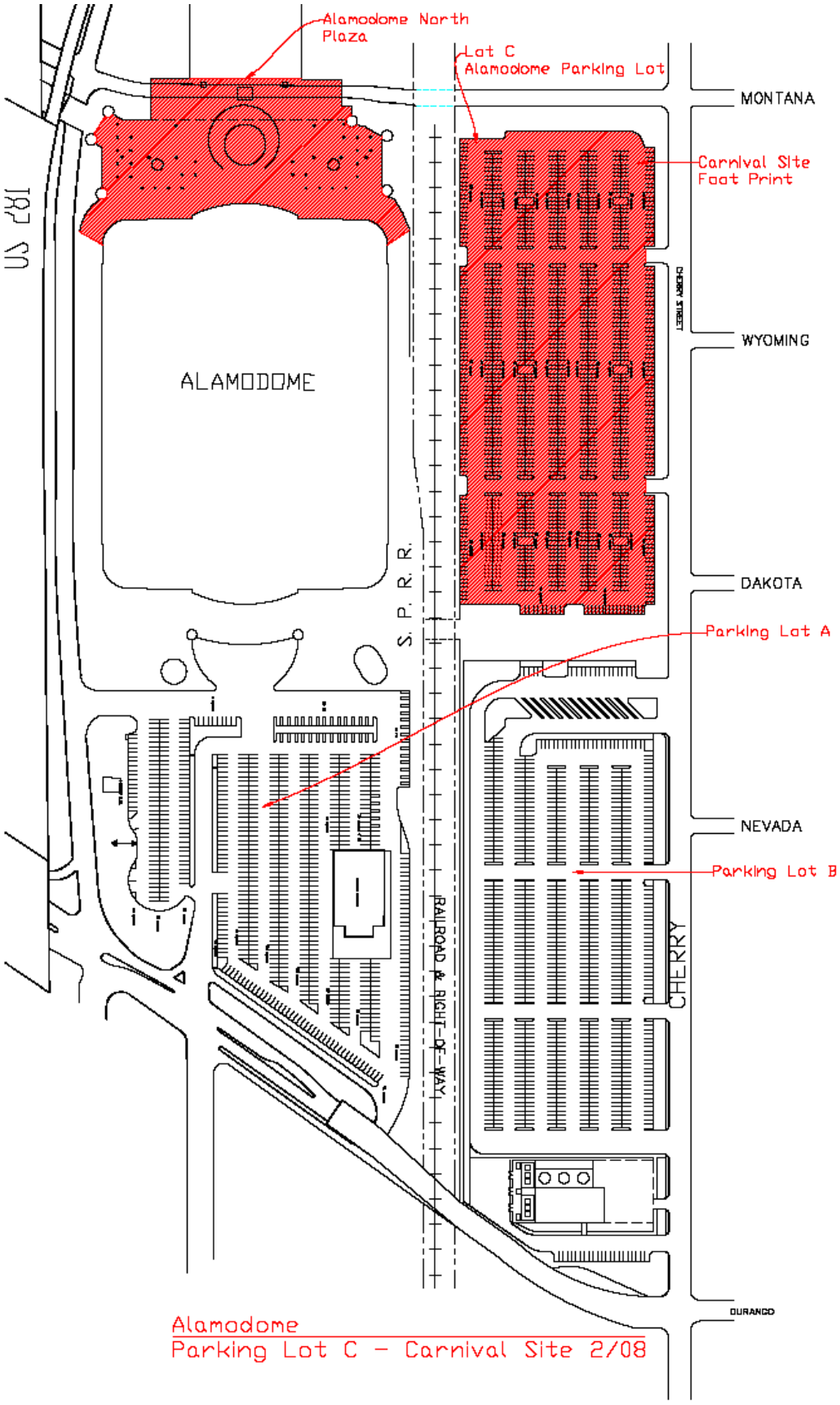

Alamodome North Plaza
Lot C Alamodome Parking Lot
MONTANA
Carnival Site Foot Print
CHERRY STREET
WYOMING
ALAMODOME
S. P. R. R.
DAKOTA
Parking Lot A
NEVADA
Parking Lot B
RAILROAD & RIGHT-OF-WAY
CHERRY
DURANGO
Alamodome
Parking Lot C - Carnival Site 2/08

EXHIBIT "C"

STREET PARADE ROUTES

Parade Route Map

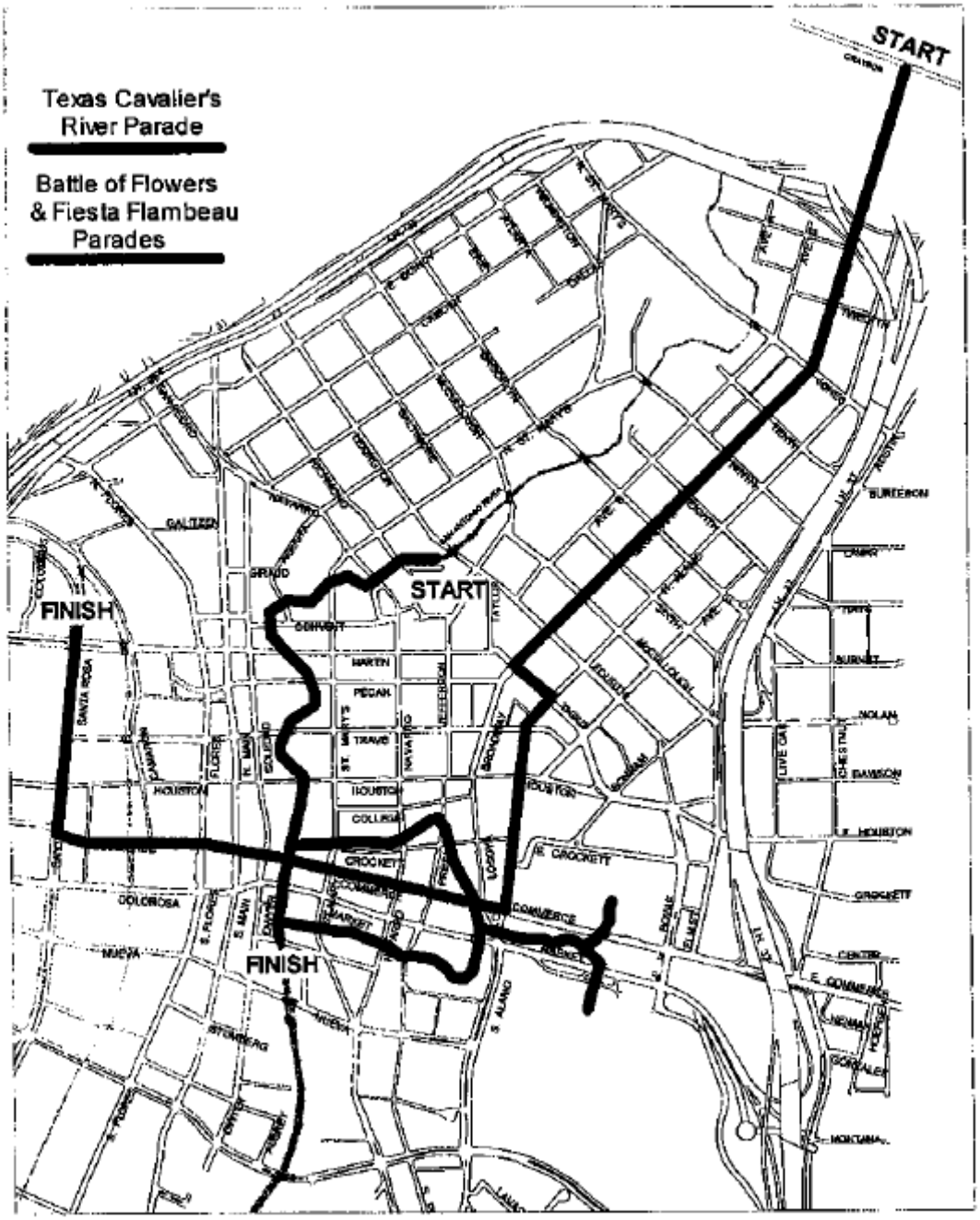


EXHIBIT "D"

ALAMODOME RENTAL AGREEMENT