

ORDINANCE 2019-08-08-0597

**AUTHORIZING A FIVE-YEAR AGREEMENT FOR AUDIO
VISUAL AND RIGGING SERVICES FOR EVENTS HELD IN THE
HENRY B. GONZALEZ CONVENTION CENTER WITH
AUDIOVISUAL SERVICES GROUP, LLC, D/B/A PSAV-HOTEL
SERVICES DIVISION, WITH A FIVE-YEAR RENEWAL OPTION.**

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WHEREAS, a Request for Proposal ("RFP") was issued on December 14, 2018, to select a qualified firm to provide preferred audio visual and exclusive rigging services for events held in the Henry B. Gonzalez Convention Center and a total of three firms responded to the RFP and were deemed eligible for review; and

WHEREAS, the proposals were reviewed by a selection committee on February 26, 2019, which included representatives from the City Manager's Office, Convention & Sports Facilities Department, Visit San Antonio and the Grand Hyatt San Antonio and the selection committee chose to interview all three respondent firms; and

WHEREAS, after the interviews and discussions were completed, the selection committee finalized their scores and Audiovisual Services Group, LLC, d/b/a PSAV-Hotel Services Division ("PSAV"), the highest ranked firm, was selected for award recommendation; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of the five-year Agreement for the Audio Visual and Rigging Services with PSAV, with a five-year renewal option, are authorized and approved. The City Manager, or his designee, is authorized to execute the Agreement, a copy of which has been executed by PSAV and is attached to this Ordinance as **Exhibit I**.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 29006000, Internal Order 242000000001 and General Ledger Accounts 4407739 and 4407740.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance

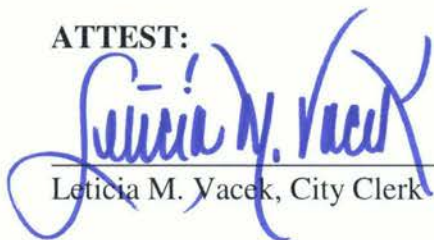
SECTION 4. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 8th day of August, 2019.




M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	16 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22A, 22B)						
Date:	08/08/2019						
Time:	12:35:45 PM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a five year Agreement for Audio Visual and Rigging Services for events held in the Henry B. Gonzalez Convention Center with Audiovisual Services Group, LLC, d/b/a PSAV-Hotel Services Division, with a five year renewal option. This agreement is estimated to generate \$7,573,245 in revenue over the initial five year term to be deposited into the Community and Visitor Facilities Fund. [Carlos Contreras, Assistant City Manager; Patricia Muzquiz Cantor, Director, Convention & Sports Facilities]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1		x			x	
Jada Andrews-Sullivan	District 2		x				
Rebecca Viagran	District 3		x				
Dr. Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				x
John Courage	District 9		x				
Clayton H. Perry	District 10	x					

AGREEMENT FOR AUDIO VISUAL AND RIGGING SERVICES

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STATE OF TEXAS

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AGREEMENT FOR
AUDIO VISUAL AND
RIGGING SERVICES

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COUNTY OF BEXAR

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This Agreement is entered into by and between City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. 2019-08-08-0597 passed and approved on the 8th day of August, 2019 and Audio Visual Services Group, LLC d/b/a PSAV ("Contractor"), both of which may be referred to collectively as the "Parties."

Recitals

WHEREAS, City owns and operates, through its Convention and Sports Facilities Department, the Henry B. Gonzalez Convention Center ("Facility");

WHEREAS, the Facility is made available to clients through short-term license agreements for a variety of events to include conventions, exhibitions and meetings; and

WHEREAS, such events may require audio visual and rigging services and therefore, City sought, through a Request for Proposals ("RFP") for Audio Visual and Rigging Services to contract for preferred (non-exclusive) audio visual services and exclusive rigging services for events held at the Facility; and

WHEREAS, Contractor submitted a proposal to City to provide such services, which included a financial compensation component; and

WHEREAS, City, through a duly authorized City ordinance, accepted Contractor's proposal and the Parties agree, and by the execution of this Agreement are bound, to the mutual obligations contained and to the performance and accomplishment of the tasks described; **NOW THEREFORE:**

Article I Definitions

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 "Agreement Year" shall mean every October 1 through September 30 period under the Term of this Agreement.

1.2 "AV" shall mean "Audio Visual."

1.3 "AV Equipment" shall mean that audio visual equipment and materials furnished by Contractor including, but not limited to, the following: AV setup test equipment (i.e. signal generators, voltmeters, signal tracers); slide, overhead and LCD/data projectors; projection screens, pipe and drape, and drape kits; microphones (wired and wireless) and headsets; CD/DVD/VHS players; video equipment, including video monitors and televisions; lighting equipment, including temporary lighting and spotlights; sound equipment, including portable sound systems and mixer boards; AV carts and stands; flip charts and easels; meeting accessories; teleconferencing systems, and; lifts.

1.4 "AV Services" shall mean those audio visual services furnished by Contractor including, but not limited to, the following: 1) labor; 2) broadcast and concert-quality AV services; 3) meeting, event, exhibitor, system, and virtual speaker services (concert type systems and paging systems), and; 4)

professional technicians, programmers and operators in all areas, with the ability to assemble custom packages for clients.

1.5 “Bad Debt” means those debts uncollectible by Contractor after one-hundred eighty (180) days of prudent collection efforts.

1.6 “CAD” is Computer-Aided Design.

1.7 “CPA” is Certified Public Accountant.

1.8 “City” is defined in the preamble of this Agreement and includes its successors and assigns.

1.9 “City Commission” means the percentage commission payable to City on Contractor’s Gross Sales.

1.10 “Client” means short-term licensees, exhibitors, and contractors.

1.11 “Contractor” is defined in the preamble of this Agreement and includes its successors.

1.12 “Department” means City of San Antonio’s Convention and Sports Facilities Department.

1.13 “Director” means the Director, or her designee, for City’s Convention and Sports Facilities Department.

1.14 “EBMS” is Event Business Management System developed and licensed by Ungerboeck Systems International and utilized by City for event booking and management.

1.15 “Gross Sales” means the total of all amounts billed for Contractor’s provision of AV and Rigging Services, including all labor, but excluding sales tax, shipping/delivery charges, and Bad Debt, as defined in this Agreement.

1.16 “MAG” is Minimum Annual Guarantee.

1.17 “Maintenance and Repair Fund” is defined in Section 8.4 of this Agreement.

1.18 “OSHA” is the Occupational Safety and Health Administration.

1.19 “Rigging” means the system of points upon which hoists, trusses, or other supporting apparatus come into contact with the permanent structure of the building.

1.20 “Rigging Equipment” means that rigging equipment furnished by Contractor including, but not limited to, the following: chain motors and trussing; blocks; sheaves; anchors; points; shackles; hitches; pipes; clamps; wire rope; slings; eyebolts; cable pullers; carabiners; fall protection; personal protective equipment; lifts, and; other related rigging equipment.

1.21 “Rigging Services” means those rigging services furnished by Contractor including, but not limited to, the following: 1) labor; 2) installations and attachments to the structural steel; 3) Rigging Equipment, systems and rentals, including rigging hardware below the structural steel, and; 4) rigging supervision and system services, offered to a Client by Contractor.

1.22 “Structural Analysis” means an engineering study of the entire Facility, completed and stamped by a qualified Professional Engineer, licensed and registered in the State of Texas. This study shall consist of establishing permanent rigging points and Work Load Limits (“WWL”) (“Rigging Point Certification”) per building code requirements or the Entertainment Safety Ratio of 5-to-1, whichever is greater.

Article II Term

2.1 Term. Unless sooner terminated in accordance with its provisions, the Initial Term of this Agreement shall be five (5) years and shall commence on October 1, 2019 (“Commencement Date”), and expire on September 30, 2024 (“Expiration Date”).

2.2 Renewal. City may renew the term of this Agreement for one (1) additional consecutive five (5) year term (“Renewal Term”), subject to the approval of City Council indicated by the passage of a City ordinance. City reserves the right to modify all terms and conditions upon renewal, including the License Fee.

Article III Rights Granted

3.1 Preferred AV Services Provider. Contractor shall serve as the Facility’s preferred (non-exclusive) AV Services provider with exclusivity to patch into in-house sound systems and equipment, including public address systems. Other AV service contractors must use Contractor to patch into City’s sound systems and equipment. Contractor shall be City’s only designated Preferred AV Services provider.

3.2 Exclusive Rigging Services Provider. Contractor shall serve as the Facility’s exclusive provider of all Rigging Services, from and including the chain hoist or motor up, to establishing and attaching to permanent and temporary rigging points in all areas, except meeting rooms and the Lila Cockrell Theatre. Contractor has exclusive rights to establish and supply the steel cabling points, to supply the labor and equipment to attach to and wrap the cables around the structural beams, and to provide and attach the chain hoist or motor to those cables, save and except for special circumstances as may be determined by the Director or her designee. Contractor shall not have the exclusive right to supply any equipment, including trusses, below the chain hoist or motors. Contractor’s placement of the points must be in agreement with acceptable load tolerances established in the Structural Analysis. Contractor has the right to refuse to connect a hoist, truss or other equipment that exceeds the building specifications or that the Contractor deems to be unsafe. Contractor may also provide Rigging Services in other areas, including the Lila Cockrell Theatre on a non-exclusive basis and may also supply other rigging equipment (i.e. chain hoists, trusses, etc.) and assembling items to be rigged, also on a non-exclusive basis.

3.3 Contractor shall provide quality sales, service, equipment and labor in respect of AV Services, AV Equipment, Rigging Services and Rigging Equipment at competitive pricing for City licensees, event producers/show management, contractors, subcontractors and tenants (collectively “Clients”).

3.4 Contractor shall provide, maintain, and manage all activities associated with its sale, installation, operation, and removal of AV Services, AV Equipment, Rigging Services and Rigging Equipment as requested by the Clients. Service areas include, but are not limited to, exhibit halls, ballrooms, meeting rooms, banquet rooms, arcades, galleries, lobbies, service areas, and registration areas of the Convention Center.

3.5 Contractor will have advance access to Client event and contact information, as well as pre-event meetings with Clients. Additionally, Contractor’s marketing and contact information will be

provided to each Client via the City's Convention and Sports Facilities' prospective Client packets and website.

3.6 Contractor will be responsible for marketing its services and equipment to Clients. City does not guarantee sales volume for AV Services; however, City will require through its short-term license agreements with Clients that Rigging Services, if applicable, may only be provided by Contractor for events held at the Facility, if applicable.

Article IV Scope of Services

4.1 Scope of Work. Contractor shall provide a full range of AV and Rigging Services including, but not limited to, the following:

- 4.1.1 Marketing and Sales. Market and sell to all Clients a full range of AV and Rigging Services, including development and presentation of proposals and quotes and receipt of orders for AV and Rigging Services.
- 4.1.2 Client Services. Install, operate, maintain and remove any and all AV and Rigging Services and Equipment provided by Contractor.
- 4.1.3 Client Invoicing. Consolidate invoicing for AV and Rigging Services and collect from Clients in a timely manner.
- 4.1.4 Inspections and Inventories. Perform routine inspections and inventories of Contractor and City AV and Rigging Equipment and systems as stipulated in this Agreement. Contractor agrees to ensure Rigging Equipment by another contractor and/or subcontractor has been inspected before use.
- 4.1.5 Client Records. Maintain files for all events and Clients, including an archive of event rigging plots and the inspection approval, rigging documentation, CAD drawings, calculations and inspection approval signatures for each event requiring rigging.
- 4.1.6 Safety and Security. Ensure the safety and security of the Facility, City and Contractor staff, Clients and the general public in the performance of AV and Rigging Services, including adequately training and certifying Contractor staff and providing OSHA-required Personal Protective Equipment.

4.2 AV Services. Contractor shall provide consulting and creative AV Services to the Clients, in accordance with Contractor's City-approved Standard Operating Procedures, including but not limited to set designs, multi-media production, video services, diamond screen video, video walls, laser lighting, and pyrotechnics. However, Contractor shall not suggest or communicate in any manner that Clients are required to use their Audio/Video Services, only that they shall have the option.

4.3 Rigging Services. In addition to any other requirements, Contractor shall provide Rigging Services in accordance with all requirements in this Agreement, including Exhibit C – City's Rigging Requirements, and Contractor's City-approved Standard Operating Procedures.

- 4.3.1 Rigging Points. City agrees and acknowledges that Contractor shall not be responsible for the condition of the Facility structure, or other known or unknown defects or latent conditions existing prior to the May 1, 2011 effective date of the

prior Agreement for Audio Visual and Rigging Services. City shall at all times own and be responsible for the rigging points. City assigns the responsibilities outlined to Contractor for the Term of the Agreement and any renewals, subject to Article XXI Indemnification.

4.3.2 Structural Analysis. Within thirty (30) days of the Commencement Date of this Agreement, Contractor shall, at its sole cost and expense, have a Structural Analysis completed, in accordance with Exhibit A – City’s Reporting Requirements, and provide City with an original and electronic copy of the entire Structural Analysis, including all drawings and schematics, in both PDF and CAD formats. Contractor agrees to have the Structural Analysis updated at its sole cost and expense as necessary as a result of structural changes, additions or demolition to the Facility.

4.3.2.1 Rigging Standards. Contractor shall develop rigging standards at the Facility, in collaboration with the City, to provide City staff and Clients with information related to the design of overhead rigging. These standards will include, at a minimum, pre-show design, ballroom standards, rigging equipment guidelines, and on-site practices, including safe work practices and maintenance of safe work premises for event setup and removal. With respect to the development and ongoing implementation of rigging standards, City shall provide Contractor with Facility technical information, documentation and specifications, to the extent this information is available to City and relevant to Contractor’s operations.

4.3.2.2 Rigging Point Inspection/Testing and Maintenance/Repair. Contractor shall perform periodic inspections and/or testing of the rigging points in accordance with the specifications established in the Structural Analysis. Contractor is responsible for routine maintenance, repair and adjustments of rigging points at its sole cost and expense. Rigging points that are determined by Contractor to be unsafe and requiring repair or replacement shall be removed from service until such repair or replacement is completed. Contractor shall provide City with copies of all documentation, including invoices, for Contractor’s maintenance and repair costs.

4.3.2.3 No Warranty. Upon expiration or termination of this Agreement, and upon Contractor providing satisfactory evidence to City that all required and recommended inspections, testing, maintenance and repairs have been completed throughout the Term, City shall accept the rigging points in “As Is” condition and acknowledges that Contractor makes no warranty for the fitness of such rigging points for any purpose thereafter.

4.4 Pricing and Negotiations. Contractor shall independently negotiate and prepare all AV and Rigging Services contracts with Facility clients. Contractor shall be free to negotiate AV and Rigging Services contracts, subject to the requirements of Article VII of this Agreement. Contractor shall be responsible for providing City with a copy of its contracts with Clients at the time of their execution regardless of any negotiations of billable rates by Contractor. Standard commission rate due to City shall be applicable to the negotiated invoice amount.

4.5 Planning. Contractor shall analyze each event to determine the most appropriate means of marketing Contractor’s services to Clients, to procure contracts for AV and Rigging Services with Clients, and to assess the specific support requirements of each event so that adequate personnel and

equipment resources are in place to ensure that AV and Rigging Services are provided in a timely and efficient manner.

4.6 City's Operational Policies. Contractor shall conform to the Facility's Operational Policies, attached as Exhibit F, and as may be periodically updated over the term of this Agreement.

4.7 City AV and Rigging Assistance. Provide up to eighty (80) hours per year of qualified audio visual and rigging assistance to City for maintenance and/or improvements to the Facility's audio visual and rigging systems and equipment or for AV and Rigging Services at non-revenue generating City-related events, in City's discretion, so long as PSAV personnel required to provide Services are available and regularly scheduled to be on-property at the Facility during the particular event. If labor is sub-contracted, the Center shall be charged at City's discounted labor rate.

4.8 Contractor's Standard Operating Procedures. Within thirty (30) days of the effective date of this Agreement, Contractor shall submit to City Standard Operating Procedures ("SOPs") for AV and Rigging Services. The rules shall contain, but not be limited to, the type of services and manner in which Contractor will provide AV and exclusive Rigging Services at the Facility, and should be substantially consistent with the Contractor's Operating Plan provided in Contractor's proposal to City's RFP for Audio Visual and Rigging Services, unless approved otherwise by City.

4.9 Sales Efforts. Contractor is expected to offer its AV Services to all Clients. However, if Contractor elects not to compete for AV Services, Contractor must, upon request, provide written notice and an explanation to Director or her designee as to the circumstances of Contractor's election to not provide service.

4.10 Marketing Plan. Within thirty (30) days of the effective date of this Agreement, Contractor shall submit to City a Marketing Plan in accordance with Exhibit A – City's Reporting Requirements, and should be substantially consistent with Contractor's Marketing and Sales Plan provided in Contractor's proposal to City's RFP for Audio Visual and Rigging Services, unless approved otherwise by City

4.11 Sales Coordination with City. Contractor shall participate in cooperative efforts with the Department and Visit San Antonio, including on-site visits and trade show participation, upon reasonable request.

4.12 Business Analytics Report. Contractor shall submit to City reports detailing all historical data and sales information identifying any Client AV services and/or Rigging services that Contractor was not selected to provide, specifying reasons for such Client decision, ("Business Analytics Report") in accordance with Exhibit A – City's Reporting Requirements. Business Analytics Reports shall be due quarterly, beginning December 31, 2019, but may be submitted more frequently as mutually agreed by the Parties.

4.13 Past Clients. When requested by City, and provided it is not otherwise contractually prohibited from doing so, Contractor shall share non-confidential information regarding services Contractor has previously provided to a client in other locations who may potentially be receiving services from Contractor at the Facility. Contractor shall use its Compass Customer Resource Management tool (or successor platform) to maintain such information.

Article V Contractor Equipment

5.1 Equipment Inventory. Contractor shall maintain, at its own expense, an adequate inventory

of AV and Rigging Equipment, materials and supplies that is readily available at or near the Facility, that is high quality, technologically current, and in good repair, consistent with industry best standards and practices. Contractor shall periodically acquire new equipment inventory for replacement purposes for normal wear and tear, consistent with Contractor's business practices, and to reflect trends in the AV and Rigging Service industry and to meet Client requirements over the term of the Agreement.

5.2 Equipment Staging and Optimal Inventory. If Contractor is not provided or leased space at the Facility, Contractor shall provide its own local off-site storage facility for staging equipment and maintain stock at a level that optimizes rental of owned equipment and minimizes rental of third-party equipment.

5.3 Rigging Equipment Certification. Contractor is responsible for annually inspecting, load testing, certifying and servicing chain motors, scissors, and boom lifts.

5.4 Inspection and Maintenance Reports. Contractor shall provide City with an Inspection and Maintenance Report in accordance with Exhibit A – City's Reporting Requirements.

5.5 Equipment Specifications. Contractor shall provide City with the specifications and the manufacturers of all equipment supplied under this Agreement to ensure compatibility and integration of equipment to Facility systems.

5.6 Equipment Report. Contractor shall provide City with an Equipment Report in accordance with Exhibit A – City's Reporting Requirements.

5.7 Equipment Identification. Contractor shall properly label all of its AV and Rigging Equipment in a durable manner to ensure clear identification and ownership, and delineation from City and Client property and equipment.

5.8 Client Equipment Requirements. It is the sole responsibility of Contractor to ensure that AV and Rigging Equipment of the proper type and quantity is available and installed in accordance with Client requirements.

5.9 Deliveries. Deliveries of all supplies, goods and equipment shall be made at locations and times mutually agreed to by the Parties and Clients to avoid interference with Facility operations.

5.10 Equipment Storage. Contractor's AV and Rigging Equipment shall be immediately returned to storage and at all times be stored and secured in a neat, orderly fashion or removed from the Facility at the end of each event.

Article VI Contractor's Personnel and Security

6.1 Pre-Convention Meetings. Contractor will require that a qualified representative on its staff attend all pre-convention and post-convention meetings.

6.2 Hours of Operation. At a minimum and subject to AV and Rigging Service levels at the Facility, Contractor shall operate and be accessible from 8:00 a.m. until 5:00 p.m. Monday through Friday, excluding official City holidays, and agrees to operate during all hours necessary to support event activities at the Facility, including move-in and move-out requirements. Contractor shall provide sufficient staff to provide timely and high-quality support to all Clients of the Facility. Contractor shall staff the Facility during all events, Client contracted days including weekends and holidays, and normal business hours.

6.3 Qualified Personnel. Contractor shall provide qualified personnel and management with the technical and business expertise to be responsible for coordinating and providing prompt, courteous, and efficient support services and equipment that is consistent with the expectations held by Clients. Compensation for all personnel, assigned by Contractor to provide services under this Agreement, shall be the sole responsibility of Contractor.

6.4 Adequate Staffing. Contractor shall employ, train, and supervise an adequate staff that provides efficient, prompt and courteous service to all Clients utilizing the services provided by Contractor, subject to business levels from time to time at the Facility.

6.5 Minimum Staffing. The staff shall include at a minimum:

6.5.1 AV and Rigging Services General Manager;

6.5.2 AV and Rigging Services sales staff;

6.5.3 AV Services Supervisor;

6.5.4 Rigging Services Supervisor; and

6.5.5 AV and Rigging Services operational staff.

6.6 General Manager. Contractor shall employ a local, full-time General Manager dedicated exclusively to oversee and manage the operations of AV and Rigging Services at the Facility. The General Manager shall be a person active, qualified, competent, and experienced in the management of AV and Rigging Services business and operations at the Facility. The General Manager shall be vested with full power and authority to act for Contractor in matters relating to AV and Rigging operations at the Facility. The General Manager shall also be responsible for the appearance, conduct, and demeanor of the employees, agents, and invitees who are admitted into the Facility on behalf of Contractor. The designation of the General Manager shall be subject to the approval of the Director or her designee, but in no case shall such approval be unreasonably denied.

6.7 Rigging Services Supervisor. Contractor shall employ a local, full-time Rigging Services Supervisor licensed or accredited by either ETCP (Entertainment Technician Certification Program) and/or ESTA (Entertainment Services and Technology Association). The Rigging Services Supervisor will have the ultimate responsibility to determine that all Rigging Services comply with applicable laws and the Facility's technical specifications, oversee the planning and execution of all rigging services, as well as administrative and safety codes, as applicable.

6.8 Communications. Contractor shall supply the Facility staff with an adequate number of communication devices (mobile phones, and/or two-way radios) and provide contact information to City.

6.9 Personnel Removal. The Director or her designee may reasonably require Contractor to eject from the premises any member of Contractor's staff, subcontractor, or temporary personnel who uses improper language or acts in any discourteous, loud, boisterous, inappropriate, or offensive manner. The Director or her designee shall have the right to require Contractor to provide an acceptable replacement within a reasonable time after such ejection. If Contractor is unable or unwilling to provide a replacement acceptable to the Director or her designee, the Agreement shall be deemed to have been breached and City shall have the right to terminate this Agreement following the applicable notice and cure period if uncured by Contractor.

6.10 Dress, Grooming and Standards of Appearance. Contractor will adopt and ensure that Contractor's staff follows City's Dress, Grooming and Standards of Appearance Policy attached and incorporated into this Agreement as Exhibit E.

6.11 Identification. For security purposes, Contractor shall issue photo identification badges to all of its full and part-time employees. To the greatest extent feasible, Contractor shall issue identification badges to all of its temporary, contract and other labor. All badges must clearly indicate the employee and Contractor name. Contractor identification badges must be worn at all times at the Facility. Contractor shall recover all badges from terminated or reassigned employees. Contractor agrees to comply with any of City's future security changes at its sole cost and expense.

6.12 Uniforms. Contractor's employees shall wear a standardized uniform with the Contractor's logo affixed to the uniform shirt, approved by the Director or her designee, identifying their employment. Contractor shall provide and pay for its employees uniforms at its sole expense, as a cost of doing business.

6.13 City Approval. City shall have the right to review and approve the persons selected by Contractor as the General Manager and any other personnel. Contractor shall not replace its General Manager without prior approval from the Director or her designee. In the event City determines that the performance of the General Manager or any of the personnel assigned to work on this Agreement is unsatisfactory, Contractor shall use its best efforts to replace such individual within thirty (30) days written notice from Director or her designee, provided that Contractor shall not be required to take any action which would be discriminatory in nature, or otherwise in violation of any law, regulation, statute or ordinance.

6.14 City Rules and Regulations. Contractor, its employees, agents, vendors and invitees shall comply with City rules and regulations governing access to and conduct on City's property. Contractor's staff shall enter the Facility through entrances designated by City.

6.15 Personnel Listing. Contractor shall furnish City with a list of employee names and position. Contractor shall immediately notify City of all personnel changes and provide updates to said list as changes occur. Contractor shall provide City a Personnel Report in accordance with Exhibit A – City's Reporting Requirements.

6.16 Background Checks. Contractor shall screen all applicants and shall conduct and assure City that each of its full-time and part-time employees, as well as to the greatest extent possible all temporary, contract and union personnel that it utilizes at the Facility, have a criminal and personal background check, to the extent allowable by law, to ensure that Contractor's personnel do not pose a security or health risk to Clients, including at a minimum, criminal history, references and prior employment history to the extent necessary to verify representations made by said employees relative to their employment in the preceding ten (10) years.

Article VII Pricing

7.1 Competitive Review and Rate Schedule. Contractor shall provide City a Competitive Review and Rate Schedule in accordance with Exhibit A – City's Reporting Requirements. The pricing on said Rate Schedule shall: 1) be consistent with prices charged for similar AV and Rigging Services, Equipment and labor provided at other similarly sized facilities, and; 2) be supported by a regional competitive set of prices of at least three (3) similarly sized convention center facilities or three (3) facilities deemed competitive by the Parties. The Rate Schedule shall be subject to City's prior review and approval, which shall not be unreasonably withheld. Director or her designee must approve in writing any variance

from the Rate Schedule, other than discounts permitted by Sections 7.2, 7.4 and 7.5 of this Agreement.

7.2 Discounts. All adjustments or discounts for AV or Rigging Services, including Equipment and labor, in excess of thirty-five percent (35%) for AV Services and twenty percent (20%) for Rigging Services, except for Contractor's national and global account customers, must be approved in writing in advance by the Director or her designee. Contractor shall request approval of said discount with City's Discount/Waiver Request Form in accordance with Exhibit A – City's Reporting Requirements.

7.3 City Events. In the event that City requires AV and Rigging Services, Equipment and labor in support of internal Convention and Sports Facilities events, functions and meetings, as well as other City events, City-sponsored events, and non-revenue generating events, Contractor shall provide same at no cost to City, at the reasonable request of Director or her designee, subject to the following:

7.3.1 Equipment that must either be rented or shipped will be billed to the City at Contractor's cost.

7.3.2 Additional labor will be billed to City at Contractor's cost.

7.4 Local and Non-profit Events. Contractor shall provide discount pricing packages for local businesses and all non-profit organizations, which are included as Exhibit G – Local and Non-profit Events Rate Schedule, which may be subject to change based on Contractor's then-current price books. Such rates shall be subject to City's prior review and approval, which shall not be unreasonably withheld, conditioned or delayed.

7.5 Reduced Pricing for Certain Events. The Director or her designee may request that Contractor reduce its pricing for national conventions, industry association events, City events, City-sponsored events, or sporting events, based on the event's economic impact to City. In these instances, City will waive its revenue share or a portion thereof, as determined by the Director or her designee.

Article VIII Compensation to City and Additional Consideration

8.1 City Commission. In consideration for the rights and privileges granted under this Agreement and effective upon the Commencement Date, Contractor shall pay to City the percentage of Gross Sales ("City Commission") indicated below for the Initial Term of the Agreement:

City Commission			
	AV Services	Rigging Services	
Initial term	33%	30%	

No later than September 30, 2023, Contractor shall propose City Commission rates to City for the Renewal Term. The City Commission during the Renewal Term, if any, shall be no less than 33% of Gross Sales for AV Services and 30% of Gross Sales for Rigging Services.

8.2 Minimum Annual Guarantee ("MAG"). If the aggregate City Commission paid in any Agreement Year during the Initial Term for both AV Services and Rigging Services combined is less than \$1.5 million, which is the annual MAG for this Agreement, the difference between the aggregate City Commission paid and the MAG shall be payable to City by Contractor within sixty (60) days of the end of such Agreement Year. No later than September 30, 2023, Contractor shall propose Minimum Annual Guarantee to City for the Renewal Term.

8.3 Annual MAG Adjustment Exceptions. City and Contractor agree to the following exceptions to the annual MAG adjustments stipulated in Sections 8.3.1, 8.3.2 and 8.3.3 herein ("Exceptions"), which such Exceptions result in a reduction of the number of annual events at the Facility from one Agreement Year to the next, and which result in a reduction in Contractor's total Gross Sales during the same timeframe. For these Exceptions to apply, Contractor cannot have precipitated or exacerbated the Exception(s) in any manner, where applicable. In the event the Parties agree that one or more of the Exceptions applies and resulted in a reduction of the number of annual events at the Facility from one Agreement Year to the next, and which result in a reduction in Contractor's total Gross Sales during the same timeframe, the annual MAG shall be reduced in direct correlation to Contractor's **actual lost business**, as **mutually agreed to** by the Parties. For example, if the Parties **mutually agree** that an event of Force Majeure reduced the annual number of events during the Agreement Year by 30%, equaling 30 total events less over the previous year; and from that 30% reduction of events, both Parties **mutually agree** that only 15 of the lost events directly impacted Contractor's Gross Sales, then the total Gross Sales used to determine the projected Commissions due to City for such 15 lost events shall result in a MAG reduction for that time frame. Commissions already paid to the Facility shall not be subject to a MAG reduction.

- 8.3.1 Force Majeure, as described herein;
- 8.3.2 Curtailment in commuter transportation;
- 8.3.3 Major construction at the Facility

8.4 Additional Consideration. No later than February 1, 2020, Contractor shall install lighting in the Convention Center Grotto at a total value of \$120,000. City must approve Contractor's plans for such lighting prior to installation.

8.5 Maintenance and Repair Fund. Contractor shall deposit one percent (1%) of the total Gross Sales, excluding Rigging Gross Sales, into a fund set aside for maintenance, repairs and upgrades to City technology equipment and infrastructure ("Maintenance and Repair Fund"). City may make expenditures from the Maintenance and Repair Fund in its discretion. Contractor may request expenditures from the Maintenance and Repair Fund and all such expenditures from the Maintenance and Repair Fund must be approved, in advance, by City. Any amounts remaining in the Maintenance and Repair Fund at the end of an Agreement Year shall carry forward to the next Agreement Year. Notwithstanding the foregoing, any amounts remaining in the Maintenance and Repair Fund upon termination of this Agreement shall belong to Contractor, unless such termination is under Sections 18.3 or 18.4 of this Agreement.

8.6 City Refund.

- 8.6.1 Early Termination. In the event this Agreement is terminated by the City prior to the expiration of the Initial Term, City shall refund to Contractor a pro-rata portion of the additional consideration specified in 8.4 above and the expended portion of the Maintenance and Repair Fund specified in 8.5 above, for the remainder of the unutilized Term beginning with the first full month after termination through the end of the specified Term, unless such termination is under Sections 18.3 or 18.4.
- 8.6.2 Timeframe. City shall have up to ninety (90) days after termination or expiration of the Agreement to refund to Contractor any additional consideration sums due and owing to Contractor.

8.7 Sales Leads After Agreement Termination. Contractor shall pay City Commission on Contractor's Gross Sales of all AV Services, except for Contractor's national and global accounts, generated

from sales leads provided by City for events at the Facility for a period of twelve (12) months after termination of this Agreement.

8.8 Contractor's Previously Booked Events. For events at the Facility during the term of this Agreement that were contracted by Contractor prior to the commencement of this Agreement, Contractor shall pay City Commission based on the rates under this Agreement, not the prior Agreement with the City..

8.9 Third-Party Sales. Contractor will not use the Designated Spaces indicated in City's Designated Spaces Provisions in Exhibit D to solicit and provide its services to third parties that have no affiliation with events not using the Facility. Contractor agrees to pay City Commission for any portion of an event utilizing Contractor's services at the Facility, including city-wide events which are held at the Facility.

8.10 Payment Due Date. Payment shall be made within twenty (20) calendar days following the close of each calendar month. Contractor shall furnish City with a Sales Report in accordance with Exhibit A – City's Reporting Requirements, in a format acceptable to City, for the prior calendar month period. Copies of approved Discount/Waiver Request Forms must be included in Contractor's monthly sales report and also kept in Contractor's file.

8.11 Payment Remittance. All payments shall be made payable to City of San Antonio and shall be sent to the following, unless otherwise notified in writing by City.

City of San Antonio
Convention and Sports Facilities Department
Attn: Fiscal Division
P.O. Box 1809
San Antonio, Texas 78296-1809

8.12 Delinquency. Without waiving any other right of action available to City in the event of default in the timely payment due by Contractor to City pursuant to this Agreement, Contractor agrees to pay to City interest thereon at the rate of ten percent (10%) per annum from the date such item was due and payable until paid, unless such rate is declared usurious under applicable Texas law, whereupon Contractor agrees to pay the highest rate of interest allowed by such law. Such interest shall not accrue with respect to disputed items being contested in good faith by Contractor.

8.13 Responsibility for Taxes, Fees, or License Charges. The amount paid to City shall not include any taxes, fees or other license charges that may be levied, assessed or charged by any governmental entity. Contractor agrees to pay such taxes, fees or other license charges directly to the appropriate taxing authority.

8.14 Bad Debt. In the event Contractor is unable to collect on Bad Debt, as defined, on which Contractor had previously included as part of its Gross Sales in a monthly Sales Report and payment remittance, such Bad Debt, subject to the limitations of this paragraph, may be debited from Gross Sales in a Contractor's subsequent monthly Sales Report and payment remittance. Contractor shall be entitled to debit a maximum amount equal to no more than five percent (5%) of annual Gross Sales as Bad Debt for each Agreement Year. If any Bad Debt is subsequently collected by Contractor after debit, then such gross collection amount, less only collection costs, shall be credited to Gross Sales in a Contractor's subsequent monthly Sales Report and payment remittance. Debits and credits on account of Bad Debt or its subsequent collection will be separately stated in Contractor's monthly Sales Report and payment remittance.

8.15 Independent CPA. If so requested by City, Contractor shall employ an independent CPA who shall furnish an annual written audit to City stating that in his or her opinion the amounts paid by Contractor to City during the preceding calendar year pursuant to this Agreement were made in accordance with the applicable terms of this Agreement. The Audit shall be completed and delivered to City within one-hundred twenty (120) days after the last day of the preceding calendar year.

8.16 Prior Review. Prior to commencement of operations under this Agreement, City may require that an independent CPA, whose fees are paid for by Contractor, review the revenue control system(s) to be utilized by Contractor, in conformance with the American Institute of Certified Public Accountants Statement of Auditing Standards. At the end of each Agreement Year during the term of this Agreement, City may require that said independent CPA and/or City conduct all necessary tests for compliance with the revenue control system. Copies of all reports from the independent CPA shall be provided to City by Contractor. City may also require Contractor to provide copies of internal control reports used by Contractor.

8.17 Client Invoicing. In invoicing Clients:

8.17.1 Contractor event records shall record each and every transaction and shall ensure a duplicate invoice, serially numbered, is issued for all Services, Equipment and labor provided to a Client at the Facility.

8.17.2 Contractor shall not disclose City Commission in any shape or form.

8.17.3 Contractor shall issue invoices to Clients no later than fifteen (15) days after the event.

Article IX Quality Assurance

9.1 Quality Services. Contractor acknowledges and agrees that providing high quality Services and Equipment at all times to Clients, as well as efficient and courteous staff, is an essential and integral part of this Agreement. Contractor acknowledges that the failure to provide the quality of Services, Equipment and labor required under this Agreement on a consistent basis may be cause for termination, subject to the early termination provisions described in this Agreement. All work performed by Contractor shall be performed to the reasonable satisfaction of Director or her designee. The determination made by Director or her designee shall be final, binding and conclusive on all Parties. City shall have the right to terminate this Agreement following the applicable notice and cure period, if uncured, in accordance with Article XVIII, entitled "Termination," in whole or in part, should Contractor's work not be reasonably satisfactory to Director or her designee.

9.2 Client Survey. The Director or her designee shall send a survey to Clients, when appropriate, which grades Contractor's performance on a scale of "Excellent" to "Poor", or as may be amended from time to time. Any report indicating a less than "Good" rating, or the then equivalent rating in effect, will require Contractor, through and by its Director of Event Technology, to provide a Survey Response in accordance with Exhibit A – City's Reporting Requirements. Contractor understands that client satisfaction is of utmost importance to City. All services provided under this Agreement shall be performed by Contractor in a manner that supports City's goal to provide superior customer service.

Article X Use of Facility

10.1 Office Space. City shall provide a minimal amount of office space for Contractor's Director of Event Technology and sales staff. The office space shall be located in Facility as indicated in

City's Designated Spaces Provisions in Exhibit D. City shall provide standard power outlets, but Contractor is responsible for providing telephone and data lines and service at its own cost, as well as any further improvements desired by Contractor. City shall pay for customary monthly electrical utility costs associated with Contractor's office space.

10.2 Contractor's Designated Spaces. Contractor shall be entitled to occupy certain service and storage spaces within the Facility as designated by City's Designated Spaces Provisions in Exhibit D. The Designated Spaces shall be mutually agreed within the Facility and in reasonably close proximity to the premises where events are held. The Designated Spaces shall contain standard power and shall be air-conditioned, as appropriate to the use of the space. Contractor shall be responsible for providing telephone and data lines and services at its own cost, and for the cost of any further improvements desired in the Designated Spaces, including installation of all necessary cabinets, furniture, fixtures, equipment and any additional power, air-conditioning, telephone and data outlets. Improvements must be reviewed and approved by the Director or her designee prior to the commencement of any work. Contractor is responsible for all costs and materials required to secure the Designated Spaces.

10.3 City Right of Inspection. City shall have the right to enter the Designated Spaces to inspect at reasonable times and upon notice during operating hours, to determine if Contractor has complied and is complying with the terms and conditions of this Agreement. City may enter the Designated Spaces at any time, in the case of an emergency affecting the public interest or property.

10.4 Damage. Contractor agrees not to commit, permit, or allow any damage to any part of the Facility and its appurtenances, including Contractor's Designated Spaces. If Contractor breaches the conditions hereof, City is expressly authorized to restore the Facility or other appurtenances and to make such repairs, as may be necessary to prevent injury or damage, and Contractor agrees to pay City within ten (10) calendar days after the receipt of a statement of the cost of such repairs the full amount due as shown on the statement.

10.5 Prohibited Uses. Contractor shall conduct its operation in such a manner so as to prevent the following from taking place at the Facility:

- 10.5.1 Any cause for public nuisance;
- 10.5.2 Any creation of objectionable noises, notwithstanding Contractor's services;
- 10.5.3 Any generation of noxious smoke, gases, vapors and odors;
- 10.5.4 Any illegal activity;
- 10.5.5 Activities other than those permitted by this Agreement.

10.6 Deliveries. Deliveries of all supplies, goods, wares, merchandise and equipment shall be made at locations and times mutually agreed by Contractor and City, provided however, that City shall not unreasonably withhold its agreement where such locations and times are reasonably established by Contractor as necessary to provide the services and which do not otherwise unreasonably interfere with the operation of the Facility.

10.7 Modifications. No excavation, additions or alterations shall be made by Contractor to the Facility and/or appurtenances without the prior written consent of the Director or her designee. The use of the Facility and its appurtenances and Contractor's Designated Spaces by Contractor and its employees

or agents in any manner other than that authorized in this Agreement must be approved by the Director or her designee.

10.8 Surrender. Contractor shall peaceably surrender and deliver to City possession of the Designated Spaces and improvements thereupon on the Expiration Date or date of termination of this Agreement.

10.9 Removal of Property. Upon termination of this Agreement, Contractor shall remove from the Designated Spaces, under the supervision of the Director or her designee, its merchandise, removable equipment, trade fixtures and other personal property in such a manner as to cause no damage to the Designated Spaces, and in the event of any such damage, Contractor agrees to reimburse City for repairs and/or restoration to the Designated Spaces to the original condition at time of delivery to Contractor or to a condition reasonably satisfactory to City.

10.10 Abandonment. If Contractor fails or neglects to remove all or any portion of its merchandise, equipment, trade fixtures and/or personal property within fifteen (15) calendar days after the termination of the Agreement, City, at its sole option and without prior notice to Contractor, may either remove and/or dispose of the same and charge the cost of such removal and/or disposal to Contractor, which costs Contractor agrees to pay.

10.11 Maintenance. Contractor shall, at its own cost and expense, at all times, maintain and keep Contractor's Designated Spaces and adjacent areas, free and clear from trash and other unsightly, unsafe or unsanitary objects attributable to its operation.

10.12 Vehicles. The use of any mechanical or hand-operated vehicles or apparatus by Contractor or its suppliers within the Facility shall be regulated by City's Operational Policies, attached to this Agreement as Exhibit F.

Article XI Performance Bond

11.1 Contractor shall provide a Performance Bond in accordance with Exhibit A – City's Reporting Requirements, in a form acceptable to City, made payable to City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of **two-hundred and fifty thousand dollars (\$250,000.00)**. Said Performance Bond must have attached a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The Performance Bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

Article XII Advertising and Media Contacts

12.1 Signage. Contractor shall not erect, install or operate signage or improvements outside Contractor's Designated Spaces, or in or upon any other City property without first having obtained the written consent of the Director or her designee. Such written consent may provide conditions concerning factors such as existing signage, size, type, content, and method of installation.

12.2 Advertising Rentals. Contractor is prohibited from renting display screens for the purpose of advertising within the lobbies of the Facility without the expressed written consent of the Director or her designee.

12.3 Reference to City. Contractor shall not refer to City or any office, agency, or officer thereof, or any City employee, or to the services or goods provided under this Agreement, without the written consent of the Director or her designee.

12.4 Media Inquiries. Contractor shall refer all media inquiries regarding the subject matter of this Agreement to the Director or her designee.

12.5 Branding. Contractor shall not use City or any other company brand logos on collateral marketing materials, printed documents, order forms, websites, badges, or uniforms unless approved by the Director or her designee.

12.6 Client Information. Contractor shall not share any of the data collected from Clients with any other companies other than parent companies or other affiliated companies.

12.7 Advertising of Other Contractors. The use or placement of advertisements for companies, other than Contractor, are also prohibited.

Article XIII Sustainability

13.1 Recycling Program. Unless otherwise directed by City, Contractor shall implement a Recycling Program in accordance with Exhibit A – City’s Reporting Requirements and shall continue said program throughout the term of this Agreement.

13.2 Ancillary Contractor Efficiency Practices. Contractor shall make efforts to operate Facility utilities efficiently (e.g., turn lights and power switches off when not in use).

13.3 Use of Recycled Materials. To the greatest extent possible Contractor shall purchase products with recycled content and commit to environmentally sustainable alternatives that meet Leadership in Energy and Environmental Design (LEED) compliance standards.

13.4 Contractor Sustainability Practices. Contractor shall use approved LEED-certified or “green” equipment, methods and applications, unless otherwise approved by the Director or her designee.

13.5 Changes to City’s Sustainability Requirements. Contractor shall comply with City’s future sustainability policies at its sole cost and expense.

Article XIV Contractor’s Losses or Damages

14.1 City shall not be held responsible under any circumstances for loss or damage to Contractor’s stored supplies, materials or equipment, or for personal belongings of Contractor employees in the Facility or Designated Spaces.

Article XV City’s Existing Agreements

15.1 Other City Agreements. It is expressly understood that City has contractual agreements on an exclusive or partially-exclusive basis for the services listed below:

15.1.1 Food and Beverage Catering and Concessions

15.1.2 Novelties

15.1.3 ATMs

15.1.4 Vending

15.1.5 Telecommunications

15.1.6 Business Center

15.1.7 Temporary Electrical and Plumbing

15.1.8 Event Ticketing

15.2 Non-Compete. Subject to City providing Contractor with copies of these existing agreements it is the responsibility of Contractor to ensure that any services proposed or performed shall not conflict or violate the terms of these existing agreements.

Article XVI Waiver of Liens

16.1 It is understood that by virtue of this Agreement, no mechanic, contractor, material man, artisan or laborer, whether skilled or unskilled, shall ever in any manner have, claim or acquire any lien upon the Facility, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said Facility or any of the improvements are so erected, built or situated. Contractor will obtain and furnish to City a Waiver of Liens from each vendor, material manufacturer, and laborer in the supply, installation and servicing of each piece of equipment prior to final payment.

Article XVII Audit and Records Retention

17.1 Reports. Contractor shall provide to Director or her designee all reports reasonably requested by City including, but not limited to, reviewed financial statements and reports, reports and accounting of services rendered, and any other reports or documents reasonably requested in connection with services rendered under this Agreement. Contractor shall provide financial and service reports in a time frame as determined by City. Contractor shall also provide any other reports or documents to City within five (5) working days after Contractor receives City's written requests, unless the Parties agree in writing on a longer period. All documents that Contractor deems proprietary and confidential should be indicated as such before submittal to City.

17.1.1 City may require Contractor to submit reports in a format suitable to City. Contractor may seek approval of Director or her designee by proposing a format in which information shall be provided to City.

17.2 Audit Rights. In addition to the requirement of Section 8.15, City or its authorized representative shall at all reasonable times with prior notice have the right to examine, inspect, and audit all books and records relating to Contractor's services hereunder as necessary to determine the accuracy of reports relative to the Gross Sales of Contractor's operations under this Agreement. The cost and expense incurred by City incident thereto shall be the sole responsibility of and borne by City. If, as a result of such audit, it is established that Contractor has understated the Gross Sales, upon which the

payment to City is based, generated by five percent (5%) or more of the amount reported to City during the previous reporting period under this Agreement, then the entire expense of said audit shall be borne by Contractor. Any additional fees due as a result of the understatement shall forthwith be paid by Contractor to City with interest thereon at ten percent (10%) per annum from (or the highest rate allowed by Texas law) the date such additional fees become due. Such records shall without limitation include the records of all daily receipts and deposits, and all books, accounts, memoranda, and all or any other documents of Contractor indicating and substantiating the amount of any expenditures and receipts related to the foregoing: deposit slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting and industry practices, contain information bearing upon or relating to cost, income, gross sales, or subsidy.

17.3 Changes. Any changes to audit intervals and record retention will be determined by City in its sole discretion.

17.4 Cash Handling. Contractor shall, consistent with its business practices, take all precautions to ensure that all cash income received from any source and non-cash vouchers are immediately recorded and that designated reports are submitted as required under this Agreement.

17.5 Unannounced City Audits. Contractor shall also be subject to periodic, reasonable, unannounced operating audits. Such audits may include, but not be limited to, a comprehensive review of:

17.5.1 Service quality, attentiveness, courteousness, etc.

17.5.2 Personnel appearance

17.5.3 Training program techniques, schedules, and records

17.5.4 Safety conditions

17.5.5 Operational performance from a financial perspective

17.5.6 Other related operational conditions and/or practices

17.6 Notification. Contractor shall be notified by the Director or her designee of conditions needing reasonable correction or improvement. Contractor shall promptly comply with any such reasonable requests.

17.7 Records Retention.

17.7.1 Contractor shall maintain, in accordance with generally accepted accounting principles, full, complete and accurate records and accounts of fees and all sums of money paid or payable for or on account of or arising out of the business and all business transactions covered by this Agreement or for the account of Contractor, for each day of the Initial Term and Renewal Term hereof. Such records and accounts and all supporting records shall be kept in a format mutually agreed upon by Contractor and City, provided to City on a monthly basis, and preserved by Contractor for four (4) years ("retention period") from the date of termination of the Agreement at the local offices of Contractor, and made available to City and City's duly authorized agents and representatives for examination during Contractor's regular business hours. City reserves the right to

audit Contractor's books and records at any time upon demand.

- 17.7.2 If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention.

17.8 Public Information. Contractor acknowledges that such records are subject to the Texas Public Information Act. Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced in this Agreement. Contractor understands and agrees that City will process and handle all such requests.

Article XVIII Termination

18.1 Definition. For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II entitled "Term," or earlier termination pursuant to any of the provisions hereof.

18.2 Early-Out. At the conclusion of the second year of this Agreement, City may elect to terminate the Agreement on any basis stated in the Agreement and also if Contractor has not secured and provided service to at least twenty-five percent (25%) of the trade shows and conventions held during the first two-year period.

18.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article XIX, entitled "Notice," City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

18.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XXII, "Assignment and Subcontracting."

18.3.2 The filing of a petition for bankruptcy by Contractor. Upon the filing of a petition for bankruptcy by Contractor this Agreement automatically terminates and no further payments will be due Contractor for services performed under this Agreement.

18.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of a material provision of this Agreement, it shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have thirty (30) calendar days after receipt of the written notice, in accordance with Article XIX, entitled "Notice," to cure such default. If Contractor fails to cure the default within such cure period, or if such cure cannot be reasonably cured with such period, if Contractor's fails to commence and diligently pursue such cure within such period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another entity to complete the work required in this Agreement.

18.4.1 Failure to comply with the terms and conditions stated in Exhibit B- SBEDA Requirements, including Exhibit B-1, with respect to the AV and Rigging Services provided under this Agreement.

18.4.2 Bankruptcy or selling substantially all of company's assets.

18.4.3 Failing to perform or failing to comply with any covenant required.

18.4.4 Performing unsatisfactorily.

18.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

18.6 Orderly Transfer. Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article XVII, entitled "Audit and Records Retention". Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense.

18.7 Cessation of Services. Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement. Expiration or termination of this Agreement shall not preclude Contractor from continuing to provide services and equipment at City's venues through its direct contractual relationships with Clients.

18.8 Termination Not Sole Remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

Article XIX Notice

19.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as FedEx or UPS) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

Director
San Antonio Convention and Sports Facilities Department
900 E. Market St.
San Antonio, Texas 78205

If intended for Contractor, to: Rodney Ball, San Antonio Branch General Manager
900 E. Market St.
San Antonio, TX 78205

With a copy to: Audio Visual Services Group, LLC d/b/a PSAV
5100 N. River Road, Suite 300
Schiller Park, IL 60176
Attn: Chief Legal Officer

Article XX Insurance

20.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to City's Convention and Sports Facilities Department, which shall be clearly labeled "Audio Visual and Rigging Services" 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 a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must 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 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 and Sports Facilities Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

20.2 City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement, and any extension or renewal, 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 in which City may incur increased risk.

20.3 A contractor's financial integrity is of interest to City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension, at Contractor'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 following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

b. Non-owned vehicles c. Hired Vehicles	
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. UAV Commercial Liability, if applicable*	\$ 1,000,000 per claim

* The Parties acknowledge and agree that this coverage is not applicable as of the effective date of this Agreement.

20.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services obtain the same categories of insurance coverage required of Contractor, and provide a certificate of insurance and endorsement that names Contractor and City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide 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 this Agreement for all purposes.

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

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

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

- Name 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 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 automobile liability policies will provide a waiver of subrogation in favor of City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than 10 calendar days advance notice for nonpayment of premium.

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

20.8 In addition to any other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City shall have the right to order Contractor to stop work, and/or withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with these requirements.

20.9 Nothing contained in this Agreement shall be construed as limiting in any way the extent to which Contractor 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.

20.10 It is agreed that Contractor'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.

20.11 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 City shall be limited to insurance coverage provided.

20.12 Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

Article XXI Indemnification

21.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

21.2 The provisions of this INDEMNITY are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall advise City in writing within 24 hours of any claim or demand against City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement and shall see to the

investigation and defense of such claim or demand at Contractor's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this Article.

21.3 Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City-approved defense counsel within 7 business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

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

Article XXII Assignment and Subcontracting

22.1 Except as otherwise stated, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties, by transfer, by subcontracting or any other means, without the prior written approval of City, which consent shall not be unreasonably withheld. As a condition of such consent, if such consent is granted, Contractor shall remain jointly and severally liable for completion of the services in this Agreement.

22.2 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no duties or obligations upon City with respect to any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article XVIII "Termination" notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

22.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, means only that such entity has been approved by City.

22.4 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

22.5 It is City's understanding and this Agreement is made in reliance thereon that Contractor intends to use the subcontractors listed on the Subcontractor/Supplier Utilization Plan, attached and incorporated as Exhibit B-1, in the performance of this Agreement. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by the City's Small Business Office.

22.6 Contractor shall provide to City a SBEDA Compliance Report in accordance with Exhibit A – City's Reporting Requirements.

Article XXIII Independent Contractor

23.1 Contractor covenants and agrees that it is an independent Contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractors; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing in this Agreement shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Contractor. The Parties understand and agree that City shall not be liable for any claims, which may be asserted by any third party occurring in connection with the work to be performed by Contractor under this Agreement and that Contractor has no authority to bind City.

Article XXIV SBEDA Requirements

24.1 Refer to **Exhibit B, including Exhibit B-1**

24.2 For the avoidance of doubt, Exhibit B, including Exhibit B-1, shall apply only to Contractor's AV and Rigging Services provided under this Agreement.

Article XXV Non Discrimination

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

Article XXVI Conflict of Interest

26.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;

- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

26.2 Contractor warrants and certifies as follows:

- (i) Contractor and its officers, employees and agents are neither officers nor employees of City.
- (ii) Contractor has tendered to City a Contracts Disclosure Statement in compliance with City's Ethics Code.

26.3 Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

Article XXVII Amendments

27.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor, and subject to approval by City Council, as evidenced by passage of an ordinance, when required.

Article XXVIII Severability

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

Article XXIX Licenses/Certifications/Permits

29.1 Warranty. Contractor warrants and certifies Contractor and any other person designated to provide services under this Agreement has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services to be provided.

29.2 Permits and Licenses. Contractor shall secure and keep current all permits, licenses, and certificates, including all professional licenses required by any statute, ordinance, rule or regulation, pay promptly all charges or fees, and give all notices necessary and incidental to the lawful provision of AV and Rigging Services in the Facility. Contractor shall immediately notify the Director or her designee, in writing, of any suspension, revocation, or other detrimental action against his or her license.

Article XXX Taxes

30.1 Contractor shall pay any and all applicable taxes on accounts of its services under this Agreement, including but not limited to, real property, personal property, sales tax and possessory interest or use tax, assessed or levied on Contractor's or City's interest in this Agreement, Contractor's real or personal property and/or improvements constructed in City's property by Contractor, if any. This provision constitutes notice of possibility of the imposition of a possessory interest tax as contemplated by Revenue and Taxation Code Section 107.6.

Article XXXI Compliance

31.1 Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Article XXXII Nonwaiver of Performance

32.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement 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 contained in this Agreement. 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 Agreement, or to exercise any option 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 of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In the case of City, such changes must be approved as described in Article XXVII "Amendments." No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party under this Agreement or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved.

Article XXXIII Force Majeure

33.1 In the event that the performance by either Party of any of its obligations under this Agreement shall be interrupted or delayed by any occurrence, not occasioned by the conduct of either Party, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a Party to this Agreement, then such Party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the its effects, and each Party shall bear the cost of any expense it may incur due to the occurrence.

Article XXXIV Law Applicable

34.1 **THIS AGREEMENT 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 AND VENUE SHALL BE IN BEXAR COUNTY, TEXAS.**

34.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in City of San Antonio, Bexar County, Texas or the U.S. District Court for the Western District of Texas.

34.3 Texas Government Code §2270.002 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Contractor verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City relies on Contractor's verification. If found to be false, City may terminate this Agreement for material breach.

Article XXXV Legal Authority

35.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of its terms, conditions, provisions and obligations.

Article XXXVI Parties Bound

36.1 This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for in this Agreement.

Article XXXVII Captions

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

Article XXXVIII Incorporation of Exhibits

38.1 Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as appears below:

- 38.1.1 EXHIBIT A: City's Reporting Requirements
- 38.1.2 EXHIBIT B: Small Business Economic Development Advocacy (SBEDA) Program Requirements, including Exhibit B-1, Contractor's Subcontractor/Supplier Utilization Plan

- 38.1.3 EXHIBIT C: City's Rigging Requirements
- 38.1.4 EXHIBIT D: City's Designated Spaces Provisions
- 38.1.5 EXHIBIT E: City's Dress, Grooming and Standards of Appearance Policy
- 38.1.6 EXHIBIT F: City's Operational Policies
- 38.1.7 EXHIBIT G: Local and Non-profit Events Rate Schedule

Article XXXIX Entire Agreement

39.1 This Agreement, together with its authorizing ordinance and its exhibits, constitute the final and entire agreement between the Parties and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties, unless same be in writing, dated subsequent to the effective date of this Agreement, and duly executed by the Parties, in accordance with Article XXVII, entitled "Amendments."

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

This Agreement is to be effective as of the 1st day of October, 2019.

CITY:

fr.
Erik Walsh
City Manager

CONTRACTOR:

9/6/19
Name
Benjamin Erwin
President

Attest:

Leticia M. Vacek
Leticia M. Vacek
City Clerk



Approved as to Form:

Ana Bridges
City Attorney

Exhibit A – City’s Reporting Requirements

Document Name	Description
Due Prior to Agreement Commencement	
Performance Bond	A bond in the amount of \$250,000 issued by a surety to guarantee satisfactory performance under this Agreement.
Due Within Thirty (30) Days of Agreement Commencement	
Structural Analysis	An engineering study completed of the Facility documenting load limits and permanent points performed and stamped by a qualified Professional Engineer licensed and registered in the State of Texas.
Marketing Plan	Details marketing efforts for the provision of AV and Rigging Services that informs potential Clients of capabilities, expertise and contractual rights with regard to AV and Rigging Services.
Recycling Program	Details efforts to reduce, reuse and recycle at the Facility in accordance with the Agreement’s Sustainability provisions.
Due As Necessary	
Discount/Waiver Request Form	Details event information, discount/waiver request, and reason. Must be approved in advance of offer to Client and event by Director or her designee.
Due Within Forty-Eight (48) Hours of Contractor’s Receipt	
Survey Response	Provides formal response to Client surveys with a less than "Good" rating, or the equivalent then in effect. Response is sent directly to Client with copy to Director, to be followed within ten (10) business days by a more thorough and final Response, if necessary and requested by Director, once Contractor completes its investigation of the issues.
Due Monthly by the 20th of the Month Immediately Following each Month	
Sales Report	Details all events serviced in the prior month, Client and event name, City’s EBMS event number, Services provided, Gross Sales, and City Commission.
Personnel Report	Details all employees, including names, job titles, full-time or part-time, job descriptions, experience/qualifications, training and dates, background checks completed and dates, hire and separation dates, credentialing dates.
SBEDA Reporting	Monthly reports of payments to all subcontractors in the City’s Contract Management System (CCMS)
Due Annually on Agreement Anniversary Date (beginning 2020)	
Performance Bond Renewal Certificate	An annual renewal certificate to maintain the bond to guarantee the satisfactory performance of the Contractor under this Agreement.
Equipment Report	Details age, quantities, makes/models, value, and condition of all Contractor and City AV and Rigging Equipment, including missing, replacement, upgraded, new and salvaged/discarded equipment.
Due Annually by August 1st (beginning 2020)	

Competitive Review	Comparison of AV and Rigging Services, Equipment and labor rates and equipment to industry and to competitive set of other convention centers. Also includes recommendations for improvements or changes in operations that will result in improved levels of service. The review will be considered for any requests for rate increases.
Rate Schedule	Details all proposed AV and Rigging Services, Equipment and labor rates for the following Agreement Year, in conjunction with the results of the Competitive Review.
Revenue Forecast	Projects detailed Gross Sales and City Commissions for the forthcoming twenty-four (24) months for City budgeting, in conjunction with the results of the Competitive Review and Rate Schedule, or as requested.
Due Quarterly by the 10th of the Month Immediately Following each Quarter	
Inspection and Maintenance Report	Details all Contractor and City AV and Rigging Equipment inspection and/or maintenance, including inspection and maintenance intervals and dates, who performed the inspections/maintenance, and summary of the results.
Business Analytics Report	Details all historical data and sales information identifying any Client Audio Visual and/or Rigging services that Contractor was not selected to provide and the reasons for such Client decision.
Reports, formats, increments and due dates to be approved by City and are subject to change by Director or her designee.	

Exhibit B – Small Business Economic Development Advocacy (SBEDA) Program Requirements

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM
Audio Visual & Rigging Services
Exhibit B**

A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

B. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives (API) to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO’s granting of a waiver, that its full compliance with the following API terms and conditions are necessary to attain satisfactory performance under this Agreement:

Please note that failure to meet the subcontracting API requirements (when applicable) will deem the response non-responsive. To be SBEDA eligible a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. The guidelines and steps to be certified by SCTRCA are available at: <https://sctrca.org/get-certified/>.

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 7. (f), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **five percent (5%)** of its prime contract value to certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA).

The CONTRACTOR shall submit a **Subcontractor/Supplier Commitment Form** to City with its response for this contract. Failure to include a completed, signed copy of the Subcontractor/Supplier Commitment Form acknowledging the subcontracting goal(s) for this solicitation will render this response NON-RESPONSIVE. *During or after the price proposal*

phase as determined by the City, the CONTRACTOR agrees to submit a Subcontractor/ Supplier Utilization Plan with the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO *during or after the price proposal response (as determined by the City)*, failure of a Prime CONTRACTOR to attain this SBE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain subcontracting goal(s) for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the SBE community in its efforts to exercise good faith in achieving the SBE subcontracting goal of 5% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio **Other Services** industry, as reflected in the City's Centralized Vendor Registration system for the month of October 2018, African-American owned firms represent approximately 2.41% of available subcontractors, Hispanic-American firms represent approximately 8.84%, Asian-American firms represent approximately 0.69%, Native American firms represent approximately 0.19%, and Women-owned firms represent approximately 3.80% of available **Other Services** subcontractors.

C. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) *during or after the price proposal response (as determined by the City)*. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the

necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum 7 of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

For more information please see link: <http://www.sanantonio.gov/SBO/Compliance>

E. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector

subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the degree of

aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are distinguished from contract payments, the first, only reflect the anticipated dollar amounts the second, reflect actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these certification services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in the Ordinance No. 2016-05-19-0367 Section III.E.6.

City – refers to the City of San Antonio, Texas.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry

practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department

(if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of

Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City’s M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest

price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size

standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSAs), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSAs) – also known as the Relevant Marketplace, the geographic market area from which the City’s 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

SBE Directory – a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSAs), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a

post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the SBEDA Program.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

Exhibit C – City’s Rigging Requirements

General Tasks

1. Planning and Engineering
 - a. Formulas and Forces
 - i. Calculating conversions (SI Imperial) for length and weight.
 - ii. Applying algebraic, geometric and trigonometric formulas.
 - iii. Applying general principles of forces including: force/weight; vectors; two components of force; point loads; uniformly distributed loads; indeterminate; static loads; dynamic loads; shock loads; environmental (i.e. wind, rains, snow, seismic), and; tilting 2-point objects.
 - iv. Applying general principles of rigging including: breaking strength, and; determining object weights.
 - v. Calculating sling lengths and forces including: single point connections; 2-way bridles; 3-way bridles; high/low bridles, and; breast-lines
 - b. General Principles of Rigging
 - i. Applying general principles of rigging including: design factors; working load limits; efficiencies (i.e. terminations, materials); service factors; D/d ratios; fleet angles; centers of gravity; load distributions (i.e. beam formulas, simple spans); fall protection and rescue design procedures, and; risk management (i.e. OSHA).
 - c. Drawing and Schedules
 - i. Identifying and resolving hazardous situations.
 - ii. Conforming rigging plots to Facility load limitations or obstructions.
 - iii. Interpreting Facility plans (i.e. electrical, HVAC, structural steel).
 - iv. Interpreting show plans.
 - v. Interpreting hanging plots.
 - vi. Generating hanging plots.
 - vii. Performing layouts and determining if adequate electrical power is available.
 - viii. Verifying assembly/integrity of objects to be lifted using stamped engineering drawings.
 - ix. Verifying assembly/integrity of objects to be lifted using allowable load charts.
2. Installation
 - a. Layout and Electrical
 - i. Performing layout including: assigning tasks to riggers; marking floor/grid; determining safety guidelines (i.e. fall protection, rescue), and; establishing communication procedures.
 - ii. General powered system requirements (i.e. dead haul, power assisted) including: verifying voltage; verifying phasing; verifying electrical connections, and; recognizing electrical system capacity.
 - b. Rigging Attachments
 - i. Installing rigging attachments (i.e. blocks, sheaves, anchors, points) including: assembling rigging attachment hardware (i.e. hitches, pipes, clamps, anchors); inspecting assembled hardware (i.e. wire rope, slings, terminations); attaching hardware to overhead structure (i.e. clamps, hitches, eyebolts, blocks); attaching objects (i.e. lights, sound, scenery), and; installing fall protection, if required.
 - ii. Attaching assembled hardware to drop/hand lines with: knots (i.e. bowline, clove hitch, figure 8, sheet bend); cable pullers (i.e. Klein tools), and; industrial carabiners.
 - iii. Attaching lifting devices to objects to be lifted including: fabricating taildowns; installing attachment hardware, and; identifying appropriate anchoring locations.

- c. Operations
 - i. Performing lifting/lowering operations including: floating objects; inspecting entire system; performing pre-movement inspections of entire assemblies; assigning movement tasks (i.e. spotters, operators, communications); establishing lifting/lowering zones; performing bump checks; leveling objects; raising/lowering objects, periodically rechecking level; verifying trim and load sharing, and; bringing loads to controlled stops.
 - ii. Confirming operation of control system and hoist including emergency stop mode.
 - iii. Operating system including: raising and lowering loads; marking trim heights, and; setting limits.
- 3. Materials and Equipment
 - a. Personnel Access Equipment
 - i. Selecting what is needed for safe access including: personnel lifts; ladders; rope access; free climbing; fall protection, and; personal protective gear.
 - b. Rigging Materials
 - i. Selecting rigging materials including: support structures (i.e. truss, beams, pipe, platforms); lifting devices (i.e. hoists, block and falls, lever hoists); hardware (i.e. shackles, slings, wire rope); manufacturing recommendations; ID components of specific systems, and; understanding design properties of systems.
 - ii. Curtain/track including: rigging curtain tracks for operation; recognizing dynamic load situations; operating system; inspecting system, and; identifying components of curtain/track system.
 - c. Rigging Equipment
 - i. Ensuring that all equipment complies with the following regulations, where applicable: local building, electric and fire code; Underwriters Laboratories (UL); National Fire Protection Agency (NFPA); Occupational Safety and Health Administration (OSHA); United States Institute of Theatre Technology (USITT); Entertainment Services and Technology Association (ESTA) Technical Standards, and; "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction.

General Requirements

1. Hoist rope shall not be wrapped around the load.
2. All eye splices shall be made in an approved manner. Rope thimbles of proper size shall be fitted in the eye, except that in slings the use of thimbles shall be optional.
3. When hoisting loads, a positive latching device shall be used to secure the load and rigging.
4. Hooks, shackles, rings, pad eyes, and other fittings that show excessive wear or that have been bent, twisted, or damaged shall be removed from service.
5. Drums, sheaves, and pulleys shall be smooth and free of surface defects that may damage rigging.
6. The ratio between the diameters of the rigging and the drum, block, sheave, or pulley tread diameter shall be such that the rigging will adjust itself to the bend without wear, deformation, or damage.
7. Drums, sheaves, and pulleys having eccentric bores, cracked hubs, spokes, or flanges shall be removed from service.
8. Contractor shall protect the carpeting and Facility flooring if using any lifts to perform a service by placing either masonite and/or visqueen on the floors. Contractor is required to have non-marking tires or vinyl tape covering the wheels.
9. All rigging and/or hanging request must be submitted in writing to City.
10. Signs may not obstruct sprinkler heads and must have a clearance of no less than 18 inches.

11. Signs that may injure, mark or deface any permanent Facility structures may not be attached by any means including nails, hooks, adhesive fasteners, staples, tacks or screws.
12. Signs may be posted on billboards, easels or other means of display.
13. All signs must meet fire codes and Fire Marshal Guidelines.
14. The hanging of pictures, banners or any other item on walls, mirrors, railing, or draperies, requires approval from City.
15. At no time will any item be attached to the ceiling grid, ceiling tile or to a false ceiling of the Facility.
16. All painted surfaces or structures must be covered with a protective material before wire, cable, etc., to insure no damage occurs.
17. Additional supplies used to hang signage (wires, ropes, etc.) must be removed with the sign.
18. All structures and material must be approved by Contractor prior to rigging. Structure will not be hung if deemed unsafe by Contractor and/or City.

Chain Motors

1. At a minimum, all chain motors must be inspected annually and weight tested every two years by a certified inspector.

Truss

1. Trussing must be manufactured by an industry recognized truss fabrication company. Any trussing not meeting this requirement must have engineering specifications before being hung.

Wire Rope

1. When two or more wires are broken, rusted, or corrosion is found adjacent to a socket or end fitting, the wire rope shall be removed from service and/or re-socketed.
2. Wire rope removed from service due to defects shall be cut up and marked unfit to avoid further use.
3. Wire rope clips attached with U-bolts shall have the U-bolts on the unloaded (dead) or short end of the rope. The clip nuts shall be retightened immediately after initial load carrying use and at frequent intervals thereafter.
4. Eye in wire rope bridles, slings, or wire rope clips or knots shall not form bull wires.
5. Wire rope clips shall be used to splice rope.

Chain

1. Only alloyed chain shall be used in rigging.
2. When used with alloy steel chains, hooks, rings, oblong links, pear-shaped links, welded or mechanical couple links, or other attachments shall have rated capacity at least equal to that of the chain.

Fiber Rope (Natural and Synthetic)

1. Fiber rope shall not be used if it is frozen or if it has been subjected to acids or excessive heat.
2. Fiber rope shall be protected from abrasion by padding where it is fastened or drawn over square corners or sharp or rough surfaces.

Eye Splices

1. In manila rope, eyes splices shall contain at least three full tucks and short splices shall contain at least six full tucks (three on each side of the centerline of the splice).
2. Inlayed synthetic fiber rope, eye splices shall contain at least four full tucks and short splices shall contain at least eight full tucks (four on each side of the centerline of the splice).
3. Strand end tails shall not be trimmed short (flush with the surface of the rope) immediately adjacent to the full tucks: this applies to both eye and short splices and all types of fiber rope.
4. For all eye splices, the eye shall be sufficiently large to provide an included angle of not greater than 60 degrees at the splice when the eye is placed over the load or support.
5. Knots shall not be used in lieu of splices.

Slings and Sling Configurations

1. Slings and their fittings and fastenings, shall be inspected before use on each shift and as necessary during use.
2. Protection shall be provided between the slings and sharp unyielding surfaces of the load to be lifted.
3. The use of slings will be such that the entire load is positively secured.
4. Braided slings shall have a minimum clear length of braided body equal to forty times the diameter of component ropes between each end fitting or eye splice.
5. Welded alloy steel chain slings shall have affixed durable permanent identification tag stating the diameter, rated load, lifting capacity in vertical, choker, basket configuration, and date placed in service.

Shackles

1. Shackles shall be eccentrically loaded.

Drums

1. Drums shall have sufficient rope capacity with recommended rope size and sheeving to perform all hoisting and lowering functions.
2. At least three full wraps (not layers) of rope shall remain on the drum at all times.
3. The drum end of the rope shall be anchored by a clamp securely attached to the drum with an arrangement approved by the manufacturer.
4. Grooved drums shall have the correct groove pitch for the diameter of the rope. The depth of the groove shall be correct for the diameter of the rope.
5. The flanges on grooved drums shall protect beyond the last layer of rope a distance of either 2 inches or twice the diameter of the rope, whichever is greater.
6. The flanges on ungrooved drums shall project beyond the last layer of rope a distance of either 2 ½ inches or twice the diameter of the rope, whichever is greater.

Sheaves

1. Sheaves shall be compatible with size of rope used, as specified by the manufacturer.
2. Sheaves shall be inspected to ensure they are of correct size, properly aligned, lubricated, and in working condition.
3. When rope is subject to riding or jumping off a sheave, the sheave shall be equipped with cable-keepers.

Exhibit D – City’s Designated Spaces Provisions**Use**

1. The Designated Spaces may be used by Contractor as office space for the provision of Audio Visual and Rigging Services. The permitted uses may be expanded by Contractor upon City’s written consent, which shall not unreasonably be withheld.
2. Contractor will not occupy or use, nor permit any portion of the Designated Spaces to be occupied or used for any business or purpose which is not the same as the purpose or is unlawful in part or in whole or deemed to be disreputable in any manner, or is in violation of any laws or permitted exceptions. Contractor must procure at its sole expense any permits and licenses required for the transaction of its business in the Designated Spaces.
3. Contractor will maintain the Designated Spaces in a clean and healthful condition and will comply with all laws, with reference to use, conditions, or occupancy of the Designated Spaces. Contractor will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, interfere with, annoy or disturb City’s business operations, contractors or Clients.

Services by City

1. Only City may provide ordinary maintenance, repair and/or replacement on the Designated Spaces and shall do so as necessary for proper upkeep of the building structure. However, should such maintenance, repair and/or replacement be necessary due to Contractor’s actions or inactions then Contractor shall be held financially responsible for such maintenance, repair and/or replacement.
2. City may provide telecommunication services to Contractor upon written request by Contractor and at Contractor’s expense. Any installation or use of telecommunication services by Contractor other than that provided by City is prohibited under this Agreement. Should Contractor request such services, Contractor agrees to pay all usage fees and charges when due.
3. City shall provide common area maintenance and janitorial cleaning service to the Designated Spaces as City deems necessary for the proper upkeep of the building structure.

Services by Contractor

1. Contractor agrees to provide and furnish the following services in reference to the Designated Spaces during its occupancy:
 - a. Contractor shall keep the Designated Spaces neat and clean and shall notify City of any damages to the Designated Spaces, including but not limited to carpeting, when such damage occurs and shall mitigate said damage until City can make all necessary repairs.
 - b. Contractor shall coordinate with City staff to schedule any necessary repairs.

Personal Property Taxes

1. Contractor shall be liable for all taxes levied or assessed against any personal property or fixtures placed in or on the Designated Spaces.

Alternations and Additions

1. No alterations or additions to the Designated Spaces are permitted or will be performed by Contractor without the written consent of City.

Access to Premises

1. As long as a representative of Contractor is present and always accompanies City or City's authorized representatives, City shall have the right to enter upon the Designated Spaces during business hours for the purposes of abating nuisances or protecting the Designated Spaces, inspecting the same or making repairs, additions or alterations to the Designated Spaces or to the real property or the building located thereon. Further, City shall have the right, without Contractor's consent, to enter upon the Designated Spaces for emergency purposes, such as, but not limited to, curing plumbing or electrical problems.

Assignment or Sublease

1. Contractor may not assign or sublease any part of the Designated Spaces or any right or privilege connected therewith.

Contractor's Property

1. Any property of Contractor located on the Designated Spaces shall remain the property of Contractor and City agrees that Contractor shall have the right, provided Contractor is not in default under the terms of this Agreement, at any time, and from time to time, to remove any and all of its property which it may have installed in the Designated Spaces. Contractor, at its sole cost and expense, shall immediately pay for any repair or damage occasioned to the Designated Spaces by reason of the removal of any such property and upon expiration or earlier termination of this Agreement shall leave the Designated Spaces in a neat and clean condition, normal wear and tear excepted. The Parties agree that any property or other items, if not removed by Contractor from the Designated Spaces on or before thirty (30) days after the termination or expiration of this Agreement, shall be deemed to become the property of City, and may be removed by City at Contractor's expense.

Quiet Enjoyment

1. City covenants that Contractor, upon performing all covenants and agreements required on the part of Contractor, shall and may peacefully and quietly have, hold and enjoy the Designated Spaces, subject to the laws and permitted exceptions. City agrees to use good faith efforts to protect Contractor from interference or disturbance by third persons.

Destruction of Leased Premises

1. If the Designated Spaces are partially destroyed or otherwise made unusable in whole or in part by fire, other casualty, or for any other reason during the term of this Agreement, or any holdover or renewal periods, this Agreement shall terminate.

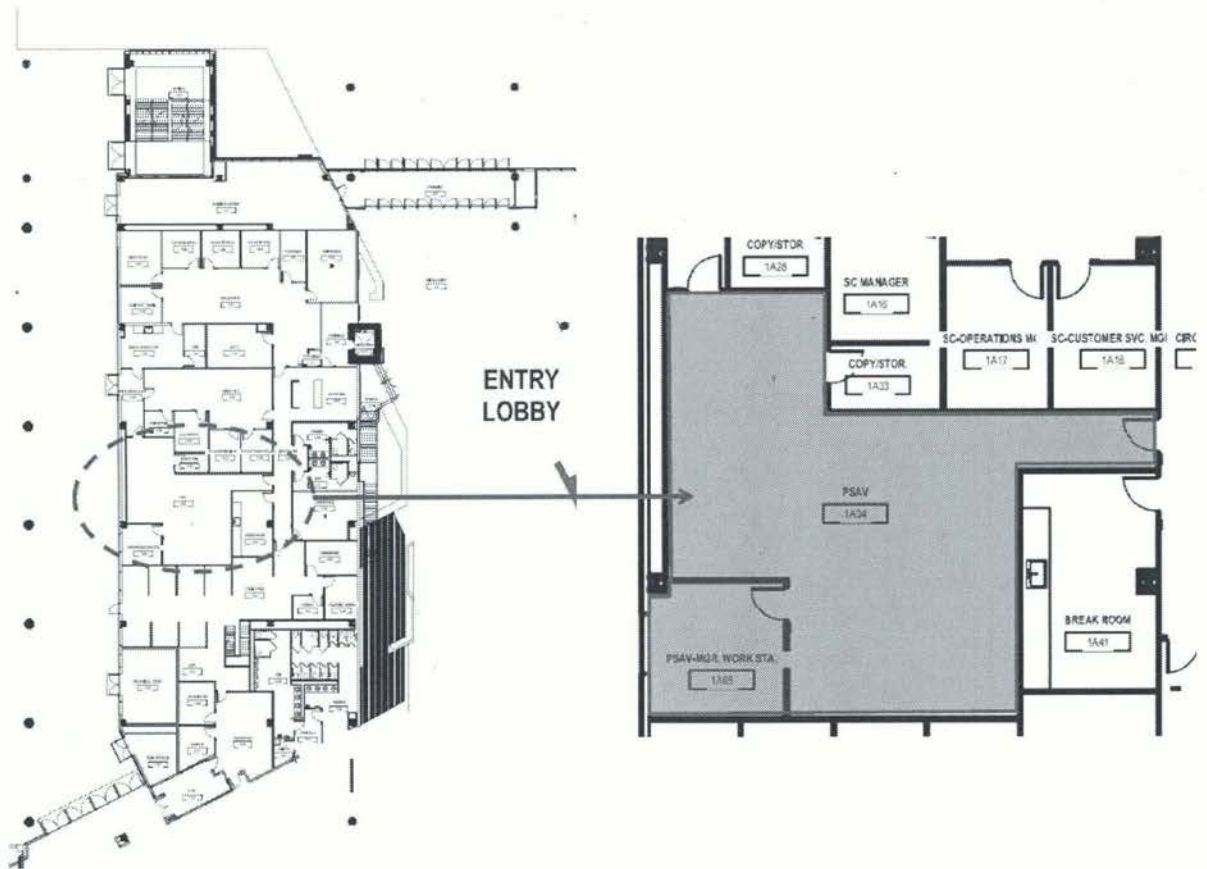


Exhibit E – City’s Dress, Grooming and Standards of Appearance Policy

INTRODUCTION

The primary objective of Dress, Grooming and Standards of Appearance is to have employees project a professional image. The image and reputation of our facilities is a key factor customers consider when choosing a convention venue.

As representatives of the Convention Facilities of City of San Antonio, it is important that our staff be well groomed, and properly dressed – whether in direct contact with Clients or in supporting areas.

Non-uniformed employees should dress in classic conservative business attire, unless otherwise instructed by the Director of the Convention Facilities for a special event or occasion.

ALL EMPLOYEES

1. **I.D. Badge** – Must be worn at all times with picture and name visible. Decorations or stickers cannot be attached to clothing or I.D. badge. Only pins, buttons, or decorations issued by City of San Antonio or the Convention Facilities Department may be worn (i.e., service pins, United way, City-sponsored events).
2. **Gum Chewing** – Only allowed in break areas.
3. **Personal Communication Device** – Personal beepers, cellular telephones and headsets are prohibited during work hours, and must be kept in locker if issued an employee locker. City issued telephones and pagers are permitted during working hours. If City issued telephone or pager is not functioning, you are permitted to use your personal devices for business purposes with no expectation of reimbursement for excessive use.
4. **Tattoos** – Tattoo markings must be covered by wearing a long-sleeved shirt. Temporary red marks (hickies) must be covered. Potential hire should be informed of tattoo policy during the interview process. In the event that a current employee (as of the date of this goes into place) has a hand tattoo, they will be “grand fathered” and allowed to retain it, however, no new tattoos will be allowed for existing employees or new hires.
5. **Jewelry/Body Piercing** – Piercing decorated with jewelry must be tasteful and conducive to safety. Facial piercing and tongue ring with jewelry shall not be permitted. Gender specified as follows:
 - a. **Males**
 - i. Earring (per earlobe) – one small stud
 - ii. Rings – Two rings maximum (per hand)
 - iii. ☐ Bracelet – One bracelet and One wristwatch will be permitted
 - iv. Necklace – Necklaces for males are not permitted to be visible
 - v. Pocket Chains – No pocket chains should be visible
 - b. **Females**
 - i. Earring (per earlobe) – one earring
 - ii. Ring – Two rings maximum (ring set) per hand
 - iii. Bracelet – One bracelet and One wristwatch will be permitted
 - iv. ☐ Necklace – One
 - v. ☐ Pocket Chains – No pocket chains should be visible

6. **Teeth ornament** – Teeth ornaments shall not be permitted.
7. **Hair** – Clean, neat, well-trimmed hair is appropriate. Multi-colored or “crayon” hair is not appropriate. One color, or natural colored highlights (blond, brown, or black) permitted. It is recommended to tweeze, pluck, or undergo electrolysis to remove unruly hairs in the eyebrows, nose, ear and face. Gender specified as follows:
 - a. **Males** – Hair should be neat, clean and conservatively styled. Extreme styles such as spiked hair is not permitted. Hair must be neatly tapered; it cannot be shaved in back and long in front.
 - i. Length - hair longer than shoulder length must be pulled back into ponytail or bun.
 - ii. Mustaches – must not extend over the lip or past the corners of the mouth. Partially grown beards or mustaches do not meet grooming standards; they must be grown outside an employee’s work hours, such as before an employee starts work with us or while an employee is on vacation (minimum of one week).
 - iii. Facial Hair – a clean shave is essential every day. Facial hair must not extend more than one inch from the face or chin.
 - iv. Sideburns – should be neatly trimmed and are permitted to extend to the beginning/start of the earlobe, following their natural contour. Flares or muttonchops are not permitted.
 - b. **Females** – Hair should be neat, clean and conservatively styled. Hair accessories are to be simple and conservative. Extreme styles such as spiked hair is not permitted. Hair must be neatly tapered; it cannot be shaved in back and long in front.
 - i. Length - hair longer than shoulder length must be pulled back into ponytail or bun if you are in a maintenance or operations capacity.
8. **Jeans or Denim** – NO jeans or denim allowed.
9. **Hygiene**
 - a. Teeth – healthy, clean teeth without mouth odor is a must
 - b. Body Odor – a daily shower or bath and underarm deodorant is a must
 - c. Fragrance – light, fresh scents applied sparingly are appropriate. Many bath, skin care, and hair products have distinctive fragrances. Avoid a clash of multiple smells
 - d. Hands/Fingernails – clean, neatly trimmed and presentable are a necessity. Gender specified as follows:
 - i. **Males** – nails kept short and trimmed, nothing other than clear polish is acceptable.
 - ii. **Females** – If polish is worn, it must be maintained (no chipped polish). Polish must be one color in clear, subtle color, or shades of pinks or reds (no extreme colors, fluorescent). No design or nail art.

UNIFORMED (male and female)

10. Clean pressed uniform.
11. Shirts/blouses must be tucked into trousers.
12. Shirts/blouses must be buttoned at least up to the second button.
13. Long sleeve shirts are not permitted to be worn under short sleeve uniform shirts.
14. Sleeves are not permitted to be rolled up for any reason.
15. T-shirts worn under uniform are encouraged, and must be white or gray.
16. Trouser legs may not be rolled up.
17. Bandanas are not permitted.

18. Sunglasses are not permitted inside of the building.
19. Jackets must be Facility issued.
20. Employee I.D. badge must be worn at all times with name and picture visible.
21. Facility issued safety shoes must be worn. Athletic shoes are not permitted for any reason.
22. Facility issued safety belt must be worn.
23. Convention Facilities issued caps are permitted for outside work. No other caps are allowed.
24. Belts must be the color of the pants (black or gray).
25. Tattoo markings must be covered with a long sleeve uniform shirt.
26. Pins or other decorations may not be attached to uniforms unless they are issued by the Convention Facilities Department.

NON-UNIFORMED (female)

27. Matched skirted suit
28. Unmatched skirt and jacket in coordinating colors
29. Business dress including the following styles: shirtwaist; coatdress; sheath styles
30. Matched skirt and blouse
31. Matched or unmatched pant suit (trousers and jacket in coordinating colors)
32. Basic pant or skirt with a sweater set
33. Shoes – Close-toed shoes are preferred, sling-back, open-back, or open toed shoes acceptable. Boots are acceptable. Classic business heels or low-heeled flats.
34. Nylons or dress socks required
35. Hemlines on skirts and dresses should be no shorter than 3 ½ inches above the knee (the average length of a regular business card)

NON-UNIFORMED (male)

36. Suits with ties
37. Blazers/sport coats with coordinating trousers and tie
38. Basic trousers with coordinated business shirt and tie
39. Basic trousers with coordinated sweaters/vest, business shirt and tie
40. Leather business shoes/loafers
41. Top button of dress shirt to be buttoned at all times
42. Jacket to be worn outside of office

APPROPRIATE BUSINESS CASUAL – Business casual is a more relaxed look acceptable for business situations for the following:

43. **Event Coordinators** – It will be appropriate for event coordinators to wear business casual clothing on move-in/move-out days and on weekends, or as designated by division head. Specifically, there are department issued polo-style shirts for move-in days and weekends. Business attire will be appropriate for all other days (a change from the last policy).
44. **Females**
 - a. Trousers and skirts, a coordinating blouse or fine-gauge sweater and a third layer vest, jacket, or cardigan is appropriate. A San Antonio Convention Facilities shirt (polo shirt with logo issued to Event Coordinators), and appropriate trousers or skirt may also be worn. Appropriate shoes are required - tennis shoes or sandals are not permitted.
45. **Males**
 - a. Trousers, pressed cotton sport shirt with coordinating jacket is appropriate. A San Antonio Convention Facilities shirt (polo shirt with logo issued to Event Coordinators), and appropriate trousers may also be worn. Appropriate shoes are required – tennis shoes or sandals are not permitted.
46. **Business Casual Friday** – Presenting a professional business image is essential at all times. Business casual may be worn on Fridays throughout the year in accordance with the guidelines.

In order to participate in the departments Business Casual Friday, as defined by department director, the specified shirt with Facility Logo must be worn. If the employee chooses not to participate in this program, standard Business Attire will be worn.

- a. **Shirt:** Employee purchased San Antonio Convention Facilities logo shirt, button down white or colored shirt with collar. Shirt bottom must be tucked inside pants or skirt. Please see division head for purchasing details.
 - b. **Pants or skirt:** Appropriate pants or skirt, dark or khaki color.
47. **Booking Coordinators** – It will be appropriate for booking coordinators to wear business casual clothing on weekends.

DISCIPLINE

If any part of the above stated policy is violated, the employee shall be subject to disciplinary action. A verbal counseling will be given for a first violation and the next violation will result in the employee being sent home on his/her own time or leave without pay. The employee shall be allowed two hours to return to work in compliance with the guidance received and this policy. Further violations will result in more severe disciplinary action.

Supervisors shall be responsible for counseling and advising the employee on how to correct the violation prior to requiring the employee to go home to correct the problem. The frequency of violations and the period of time between violations shall be factors in determining the severity of disciplinary action to be taken against an employee. In cases of repeated violations, supervisors may recommend disciplinary action without sending an employee home, i.e. suspension.

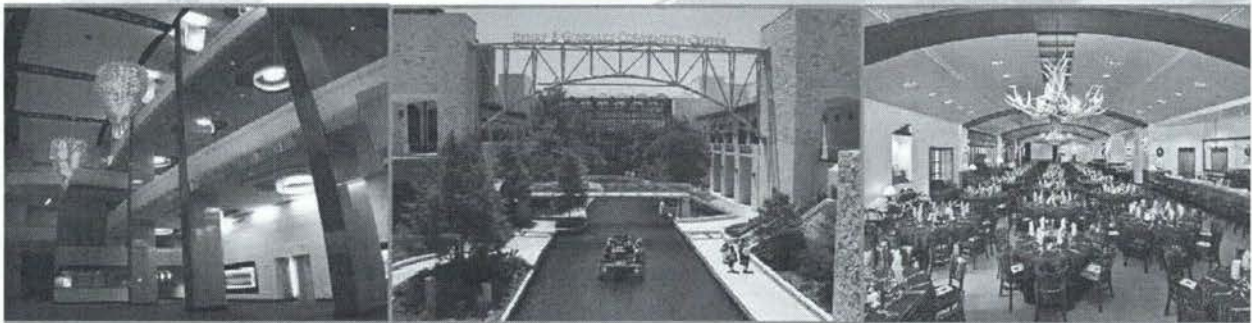
Existing Condition: An exception may be considered for those employees who have hairstyles or permanent tattoos not in compliance with this policy. Each employee will be “grandfathered” on an individual basis, with a document in the personnel file.

Management reserves the right to determine whether an employee meets all of the dress, grooming, and standards of appearance policy.

Exhibit F – City's Operational Policies

CITY OF SAN ANTONIO

CONVENTION AND SPORTS FACILITIES DEPARTMENT



OPERATIONAL POLICIES

for the

Henry B. Gonzalez Convention Center
and Lila Cockrell Theatre



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1) **Alcoholic Beverages**

Alcoholic beverages may be served within the facilities during certain events (i.e. dances, banquets, receptions). The RK Group is the exclusive provider of food and beverage catering and concessions, including alcohol. Call (210) 225-4535 or visit www.therkgroup.com for more information.

Licensee is responsible for security comprised of off-duty San Antonio Police Department (SAPD) officers at any event in which alcohol is being served or sold. The final number of officers is determined solely by the SAPD Off-Duty Employment Unit (ODEU) based on event requirements. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.

BYOB (Bring Your Own Bottle) functions are not permitted in the facilities.

The service or sale of alcohol to minors is prohibited by law. Any concerns regarding alcohol outside of these parameters need to be addressed directly with the RK Group.

See also "Exclusive and Preferred Services"

2) **Access Cards**

Access cards are available for meeting rooms, ballrooms, and a few ancillary storage rooms. Licensee is responsible for all lost and unreturned cards issued to Licensee or any of its agents or representatives. Lost access cards are \$50.00 each.

See also "Security"

3) **Animals**

With the exception of service assistance dogs and animals participating in contracted events, such as dog, cat or cattle shows, animals for the purpose of exhibition are not permitted in the facilities without prior written approval from the assigned Events Services Coordinator for the specified event.

When an approved display includes pens or enclosures containing live animals, the following minimal provisions must be made.

- Use of a protective coating (i.e. plastic or visqueen) to protect floors, columns, and any facility equipment.
- Use of some type of absorbent (i.e. saw dust or fire retardant wood shavings) within the pens and around columns.
- Provision of curbing or bike rack to contain animals.
- Supervision of animals at all times.
- Clean-up and proper disposal of absorbents and waste.

Additionally, in accordance with state and San Antonio Metropolitan Health District guidelines, animals are not permitted within fifty (50) feet of any food service preparation or service area, except for assistance dogs.

Please contact your assigned Events Services Coordinator for more information.

See also "Garden Displays", "Live Animals", and "Pets"



4) **Audio-Visual (A/V) & Production Services**

The facilities' exhibit halls, ballrooms, meeting rooms, and the Lila Cockrell Theatre are equipped with state-of-the-art digital sound systems. Room rental does not include the use of any microphones, paging systems or visual aides. A/V and Production services can be obtained through PSAV – the preferred provider of audio visual services – or another A/V provider. Licensee or other A/V provider may patch into house sound systems for a fee under the supervision of PSAV. A facility stage technician must be onsite during all events when the Lila Cockrell Theatre sound systems and/or equipment will be used. Regular hours of operation for facility staff are 7:45am – 4:30pm, Monday through Saturday, except City holidays. The Licensee will be billed for all overtime labor resulting from their use of house systems or equipment. Overtime rates apply before 8:00am and after 6:00pm, Monday – Saturday, including Sundays, and City holidays. Any other A/V equipment (i.e. screens, projectors) can be obtained through PSAV, or another A/V contractor.

See also "Event Staff", "Exclusive and Preferred Services", "Lila Cockrell Theatre", "Overtime Policies" and "Sound"

5) **Automobiles**

Personally-Owned Vehicles (POV's) may not be driven into the exhibit halls at any time. Vehicle parking in the exhibit halls is prohibited. The only exception to this policy is vehicles that are to be used as part of an exhibit display (i.e. auto shows).

Vehicles may be displayed in the exhibit halls with prior approval from the City of San Antonio Fire Marshal. See the Fire Regulations packet for vehicle-exhibition guidelines. It is the responsibility of the Licensee to ensure that exhibitors are aware of these guidelines.

6) **Balloons**

Helium balloons are not allowed in any part of the facilities, either for display, for sale, or as gifts. For decoration purposes, air-filled balloons may be used. The Licensee is responsible for informing exhibitors of this policy. The facilities reserve the right to remove any helium-filled balloons at Licensee's expense.

See also "Helium Balloons"

7) **Banners / Signage**

With prior approval by the facilities Events Services Division, event-related and professionally-printed banners, ground support entry units, posters, and signs may be displayed in various locations inside and outside of the facilities. Requests for approved locations must be submitted in writing to your assigned Events Services Coordinator no later than thirty (30) days prior to your event.

The installation/rigging of banners, posters and signs weighing less than 250 lbs., can be performed by PSAV, your general services contractor (decorator), or another qualified provider.

Banners, posters, and signs may only be hung at approved hanging points on exterior walls of the Convention Center. Ground supported entry units may be installed at approved locations only at the Convention Center. Licensee is responsible for the removal of all banners, ground supported entry units, posters, and signs. Please contact your assigned Events Services Coordinator for more information.

No decorative or structural items may be attached to or hung from any overhead beam, column, handrail, utility pipe, exterior wall, or fence without prior written approval. The Licensee will be charged for the labor and materials required for removal resulting from violation of this policy.

Drapes, decorations, bunting, and other decorative materials must be fire retardant materials properly treated to meet flame-proofing requirements and must have the prior approval of the City's



Fire Marshal.

Except as noted in this section and in "Hanging" herein, all other banners, posters, signs, etc.:

1) Must have the prior approval of the facilities; 2) must be professionally-printed; 2) and can only be displayed on easels and individual place holders. Under no circumstances should any posters, signs, etc. be attached to walls, doors, or windows. Licensee is responsible for the removal of all such posters, signs, etc., and any cleaning of residue left by item, at the conclusion of their event. This policy applies to banners, posters, signage, etc. throughout convention center, including exhibition areas and in individual exhibit booths. Licensee is responsible for the labor and materials required for repair resulting from violation of this policy.

See "Draping", "Fire Marshal", "Hanging", "Posters/Signage" and "Rigging"

8) Box Office

See "Ticketing"

9) Business Center & Services

The UPS Store is the exclusive operator of the Business Center and provider of business services. Call (210) 258-8950 or visit www.theupsstore.com/4180.html for more information.

See "Exclusive and Preferred Services"

10) Carpet Tape

See "Tape"

11) Cascarones (Confetti-Filled Eggs)

The use or display of cascarones (confetti-filled eggs) is prohibited in the facilities. Licensee is responsible for the labor and materials required for clean-up resulting from violation of this policy.

See also "Confetti", "Glitter", and "Rice"

12) Casino Functions

Casino functions require the prior written authorization of the facilities Director. Contact your assigned Events Services Coordinator for more information.

13) Catering (Food & Beverage)

The RK Group is the exclusive provider of food and beverage catering and concessions. Call (210) 225-4535 or visit www.therkgroup.com for more information.

See "Exclusive and Preferred Services"

14) Change-Overs/Set-ups

Meeting room rental includes one (1) setup per day. Mid-day changes result in a charge equivalent to the rental cost for all additional equipment in the resulting set up. For more details, please contact your Events Services Coordinator. Equipment rates in effect at time of signed contract will apply.

15) Concessions (Food & Beverage)

The RK Group is the exclusive provider of food and beverage catering and concessions. Call (210) 225-4535 or visit www.therkgroup.com for more information.

See "Exclusive and Preferred Services"



16) Confetti

The use or display of confetti, glitter, or rice is prohibited within the facilities, including the Lila Cockrell Theatre stage. Licensee is responsible for the labor and materials required for clean-up resulting from violation of this policy.

See also "Cascarones", "Glitter", and "Rice"

17) Crate Storage

The Licensee's general services contractor (decorator) shall provide crate storage. With facilities' representative approval, areas rented by the Licensee may be used to store boxes and other equipment. Wooden crates are not allowed in the facilities without prior approval from the City's Fire Marshal. The facilities are not responsible for damage or theft.

18) Credentials / Identification

The Convention and Sports Facilities Department requires all staff to wear proper identification, to include convention center staff and exclusive service providers. Licensee is responsible for providing staff with proper credentials. It is the responsibility for all contracted service providers working in the facility to properly identify their respective staff, including temporary staff. ID badges or wristbands, company logo or company name shirts will suffice and must be worn before entering the facility. The CSF Department reserves the right to deny access to individuals who do not have proper identification.

19) Damage

The facilities are not responsible for loss, damage or injury to persons or property of Licensee or Licensee's officers, directors, representatives, consultants, assigns, agents, employees, volunteers, contractors, or subcontractors sustained from any cause prior to, during or subsequent to, the period covered by the lease; and the Licensee shall expressly release the facilities and the City of San Antonio from any and all claims for such loss, damage, or injury. The Licensee will indemnify, save and hold harmless the facilities and City of San Antonio from all actions or proceedings to recover damages for injuries to persons or property arising from the Licensee's occupancy of the leased premises or the Licensee's actions therein.

The Licensee agrees to pay for any damages to the leased premises resulting from the Licensee's use or occupancy thereof; or resulting from any acts or omissions, intentional, negligent or accidental, whether said acts or omissions are those of the Licensee, its agents or employees, contracted service providers, or persons participating in or attending the function contemplated by this lease.

Licensee should contact their assigned Events Services Coordinator to schedule a pre-event and post-event tour of all leased space in order to establish the condition of the leased space prior to and after the event.

The City of San Antonio shall not be liable to the Licensee for any damage, loss, or expense of any kind sustained by the Licensee as a result of theft, vandalism or malicious mischief.

20) Dance Floor

Depending upon availability, dance floors are available for rent from the facilities. Dance floors are comprised of 3' x 3' sections and rental fees are based on facility rates in effect at time of use. Dance floors may be used only on carpeted surfaces. Use of dance floors on concrete (i.e. exhibit halls and certain walkways), and tile (i.e. certain common areas), is prohibited. Dance floors cannot be placed on risers nor can they be used outdoors.

21) Dances

Licensee is responsible for security comprised of Off-Duty San Antonio Police Department



(SAPD) officers at dances. The final number of officers is determined solely by the SAPD Off- Duty Employment Unit (ODEU) based on event requirements. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.

See "Exclusive and Preferred Services"

22) Decals

See "Stickers/Decals/Adhesives"

23) Deposits

Licensee is responsible for submitting a rental deposit upon return of the signed contract to the facilities. Deposits are payable to the "City of San Antonio – Convention and Sports Facilities" and can be paid by cash, check, money order, or credit card and must include the Licensee's name as listed on the signed contract. For certain government- sponsored and other events, a valid purchase order may be substituted for the deposit. The amount of the deposit is determined by the Booking and Services Division based on the event. The deposit and signed contract must be returned in a timely manner by the due date stipulated in order to ensure proper event scheduling. Contracts are not legally binding until executed by the facility and deposits are received. Please contact the Booking and Services Division at (210) 207-8500 for more information.

See also "Lease", "Payment", "Rental Rates" and "Refunds"

24) Docks

See "Loading Docks"

25) Draping

Exhibit halls and Ballroom C have specific approved hanging points for exhibitors and decorators. No decorative or structural items may be attached to or hung from any overhead beam, column, handrail, utility pipe, exterior wall, or fence without prior written approval. The Licensee will be charged for the labor and materials required for removal resulting from violation of this policy.

Drapes, decorations, buntings, and other decorative materials must be fire retardant materials properly treated to meet flame-proofing requirements and must have the prior approval of the City's Fire Marshal.

The hanging of items weighing less than 250 lbs. can be performed by PSAV, your general services contractor (decorator), or another qualified provider.

The rigging of items in the Convention Center that weigh over 250 lbs. must be reviewed and approved by PSAV – the exclusive provider of rigging services – and PSAV must supply and hang everything from the chain hoist/motor up to the ceiling.

Due to ceiling limitations in Ballrooms A and B, any rigging needs must be specifically reviewed and approved by PSAV.

See also "Banners", "Exclusive and Preferred Services", "Fire Marshal", "Hanging" and "Rigging"

26) Drayage

The facilities do not accept freight shipments for Licensees or exhibitors. Freight must be consigned, prepaid or billed to the Licensee's general services contractor (decorator), or delivered direct to the service contractor during the event. Shipments cannot be received at the facilities prior to the Licensee's contracted event dates. All shipments arriving prior to the Licensee's contracted event dates will be denied.



The UPS Store is the exclusive operator of the Business Center and provider of business services, and can also provide drayage services. Call (210) 258-8950 or visit www.theupsstore.com/4180.htm for more information.

See *"Exclusive and Preferred Services"*

27) Electricity

The facilities do not provide electricity for Licensees or exhibitors. Licensees must utilize one of the exclusive providers of temporary event utilities for power, lighting, compressed air, water and drain lines, fill and drain services, gas cylinders, and associated labor. If there is not a sufficient number of outlets in the facilities' meeting rooms, Licensee is responsible for obtaining additional electrical service through one of the exclusive providers of temporary event utilities.

See also *"Exclusive and Preferred Services"* and *"Utility Services"*

28) Elevators

Passenger and freight elevators are available throughout the facilities. Under no circumstance is freight is allowed in passenger elevators nor passengers allowed in freight elevators.

29) Event Cancellation

Should Licensee choose to cancel an event, written notification must be submitted to the assigned Booking and Services Coordinator.

Should Licensee release any or all of their rented space, Licensee will forfeit all payments, unless the space is subsequently resold to another party for the same dates. Although the facilities will make every effort to resell the space, the Licensee understands that the facilities are under no obligation to resell the space.

Contact your assigned Booking and Services Coordinator for more information.

30) Event Staff

Rental fees do not include personnel.

Licensee is responsible for security in the form of Off-Duty San Antonio Police Department (SAPD) officers for certain events including public events, dances, banquets and events in which alcohol is served, overnight security, move-in/move-out, and the use of bus shuttle areas, Convention Way and Bowie St. drop-off. The final number of officers is determined solely by the SAPD Off-Duty Employment Unit (ODEU) based on event specifications. The facilities do not provide additional security for trade show or entertainment events. No event staff, other than SAPD ODEU security, is allowed to physically intervene with anyone within the facilities. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.

Licensee is responsible for all event staff, including but not limited to, stage managers, ushers, badge checkers, door monitors, ticket takers, meeting room monitors, stagehands, riggers, security, t-shirt security, and additional labor. Public shows in the convention center require the use of qualified ushers. Contact your assigned Events Services Coordinator for more information and a list of vendors or visit the facilities' website at www.sahbgcc.com.

Ticketed events in the Lila Cockrell Theatre require the use of in-house event staff for ticket taking, ushering and door monitoring. Contact your assigned Events Services Coordinator for more information.

See also *"Exclusive and Preferred Services"*, *"Guard Services"*, *"Security"* and *"Ushers"*



31) Exclusive and Preferred Services

The following are exclusive and preferred (non-exclusive) service providers in the facilities. Licensees should not contract for any services which conflict with or violate the terms of any exclusive agreements.

Service	Provider
Audio-Visual & Production Services (preferred) (exclusive for patches into house sound system)	PSAV (210) 308-0182 http://partner.psav.com/hbgcc
Business Center (exclusive)	The UPS Store (210) 258-8950 www.theupsstore.com/4180.htm
Food & Beverage Catering and Concessions (exclusive)	The RK Group (210) 225-4535 www.therkgroup.com
Security (exclusive)	San Antonio Police Department (SAPD) Off-Duty Employment Unit (ODEU) (210) 207-7020
Novelty Sales (exclusive)	The RK Group (210) 225-4535 www.therkgroup.com
Rigging (exclusive) (PSAV is exclusive from the chain hoist/motor up to the ceiling for items weighing more than 250 lbs. in the Convention Center. They are non-exclusive below the chain hoist/motor in the Convention Center, and in the Lila Cockrell Theatre)	PSAV (210) 308-0182 http://partner.psav.com/hbgcc
Telecommunications (exclusive)	SmartCity Networks (210) 258-8900 www.smartcitynetworks.com
Event Ticketing (exclusive)	Ticketmaster (210) 525-1100 www.ticketmaster.com
Ticket takers, ushers and door monitors for ticketed events in the Lila Cockrell Theatre (exclusive)	In-house Staff Contact your Assigned Events Coordinator
Temporary Event Utilities (exclusive) (incl. temp. power, lighting, compressed air, water and drain lines, fill and drain services, gas cylinders, and associated labor)	Edlen Electrical Exhibition Services (210) 662-9450 www.edlen.com Freeman (210) 227-0341 www.freemanco.com



32) *Exhibit Booth Furnishings*

The facilities do not furnish equipment, furniture or fixtures (i.e. pipe & drape, tables, chairs, carpet, wastebaskets) for exhibitors. Licensee must contract with a general services contractor (decorator) for these items.

33) *Exhibit Booth Cleaning*

The facilities are not responsible for the cleaning of exhibit booths. Licensee must contract with a general services contractor (decorator) for this service.

34) *Fire Marshal*

Licensee is responsible for contacting the San Antonio Fire Department's Office of the Fire Marshal at (210) 207-3695 to ensure their event is in compliance with fire and safety regulations. Events with exhibits and/or large general assemblies in exhibit halls and/or ballrooms must have floor plans/layouts approved in advance by the Fire Marshal. The Fire Marshal has authority to stop an event for safety purposes.

Licensee is responsible for Fire Marshal personnel required for certain events, including public events.

See also "Banners", "Draping", and "Hanging"

35) *Floors*

Licensee is responsible for providing drip pans and scrap buckets for any operating machinery or materials displayed, demonstrated, or sampled to prevent any liquids (i.e. lubricants, paint) from staining or damaging the floor or causing a safety hazard. Licensee is responsible for any damages and clean up as a result of violations of this policy.

36) *Floor Plans/Exhibit Layouts*

Exhibit floor plans/layouts must be submitted to your assigned Events Services Coordinator and to the City's Fire Marshal for approval prior to distribution to exhibitors. These plans must be submitted no later than 90 days prior to the event.

Plans must indicate sufficient minimum aisle width and there should be no obstructions to fire exits, fire exit signs, fire hose cabinets, fire alarm pull stations, or concession stands. Further, there should be no obstructions which reduce the amount of space in and adjacent to ingress and egress areas.

Licensee is responsible for any additional equipment and/or labor resulting from alterations to plans.

See also "Fire Marshal"

37) *Food & Beverage*

The facilities reserve all rights with respect to food and beverage services. The facility also reserves the right to refuse outside food and beverage onto convention center property.

The RK Group is the exclusive provider of food and beverage catering and concessions. No other food or beverage that is not provided by the RK Group is allowed. Call (210) 225-4535 or visit www.therkgroup.com for more information.

See also "Catering", "Concessions" and "Exclusive and Preferred Services"

38) *Food Shows*

Licensee is responsible for providing food waste containers for exhibitors and providing disposal of trash & food waste. Containers must be accessible to exhibitors on a daily basis. All waste should be discarded on a daily basis in plastic bags, secured and placed in a designated trash dumpster.



Grease buckets and portable sinks must be provided for all grease disposal and exhibitor cleaning. Washing of containers and/or dumping of grease, food items, etc. in restrooms is strictly prohibited. Licensee is responsible for obtaining these items through their general services contractor (decorator) or one of the exclusive temporary event utilities providers. Licensee is responsible for coordinating the donation of excess food to third parties. Cooking with open flames before and during food shows is prohibited. A fire extinguisher must be readily available throughout the event.

See also "Exclusive and Preferred Services"

39) Free Items

Licensees and exhibitors may offer free items, except for firearms and other weapons, to event attendees. Licensees and exhibitors may distribute free samples of food, beverages, refreshments, sundries, etc. that are not the same concession items sold by the facilities' exclusive caterer/concessionaire and which are directly-related to the event. The facilities reserve the right to regulate the size and type of samples. Contact your Events Services Coordinator for more information.

See also "Giveaways", "Samples" and "Raffles"

40) Garbage

See "Trash Removal"

41) Garden Displays

For exhibits containing soil, humus, or similar materials a protective coating of plastic or visqueen must be used to protect the floor, carpet, and all facilities equipment. Curbing must also be used to retain loose material, and to prevent leaks and fluid seepage. It is the responsibility of the contracted service provider to clean or remove any of the items listed that may be on the floor, carpet, facilities equipment, etc. at the time of move out.

See also "Animals", "Live Animals" and "Pets"

42) General Services

Room rental includes: one (1) setup per day; general room lighting; air conditioning and heating during event hours; tables and chairs; skirting of head tables, hollow squares and registration tables; lectern; water service at head table; general cleaning and cleaning of restrooms, and; removal of trash (caterer/concessionaire and decorator trash not included). Quantities of skirting are limited.

Room rental does not include: additional setups or change-overs during the same rental day; air conditioning and/or heating for move-in/move-out days; additional tables for catering service; linens for round tables; additional lecterns, and water service at additional tables. Additional tables for catering service and round table-top linens are available through the facilities' catering provider. All other services are at additional cost.

In order to minimize Licensee costs and ensure an efficient setup, Licensee should provide their assigned Events Services Coordinator with all setup requirements as soon as possible and no later than 30 days prior to move in.

Only a minimum number of work lights are utilized during move-in/move-out. At the discretion of the Events Services Coordinator, at the conclusion of each event day all lights, except for work lights, and escalators will be turned off. Any additional use must be coordinated with the assigned Events Services Coordinator and will be subject to additional charges.



Please contact your assigned Events Services Coordinator for more information.

See also "Exclusive and Preferred Services" and "Service Contractors"

43) Giveaways

Licensees and exhibitors may offer giveaways, except for firearms and other weapons, to event attendees. Licensees and exhibitors may distribute free samples of food, beverages, refreshments, sundries, etc. that are not the same concession items sold by the facilities' exclusive caterer/concessionaire and which are directly-related to the event. The facilities reserve the right to regulate the size and type of samples. Contact your Events Services Coordinator for more information.

See also "Free Items", "Raffles" and "Samples"

44) Glitter

The use or display of glitter is prohibited in the facilities. Licensee is responsible for the labor and materials required for clean-up resulting from violation of this policy.

See also "Cascarones", "Confetti" and "Rice"

45) Guard Services

Licensee is responsible for all event staff, including but not limited to, ushers, ticket takers, door monitors, badge checkers, t-shirt security, and meeting room monitors. Licensee must use Off-Duty police officers arranged through the San Antonio Police Department's (SAPD) Off-Duty Employment Unit (ODEU) for certain events, including events in which alcohol is served, overnight security, move-in/move-out, and the use of bus shuttle areas, Convention Way and Bowie St. drop-off. The facilities do not provide additional security for trade show or entertainment events. No event staff, other than SAPD ODEU security, is allowed to physically intervene with anyone with the facilities. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements. Contact the assigned Events Services Coordinator for more information and a list of vendors or visit the facilities' website at www.sahbgcc.com.

See also "Event Staff", "Exclusive and Preferred Services", "Security", "Police Officers", and "Ushers"

46) Handicapped Access

Licensee is responsible for compliance with the Americans with Disabilities Act (ADA) of 1990 and shall ensure that all activities comply with during the term of the contract.

The facilities provide handicapped curb cut outs and will inform the Licensee of convenient handicapped routes when necessary.

47) Hanging

Exhibit halls and Ballroom C have specific approved hanging points for exhibitors and decorators. With prior approval by the Events Services Division, event-related and professionally-printed banners and signs may be displayed in various locations inside and outside of the facilities. Requests for banner locations must be submitted in writing to your assigned Events Services Coordinator no later than thirty (30) days prior to your event. The hanging/rigging of banners, weighing less than 250 lbs., can be performed by PSAV, your general services contractor (decorator), or another qualified provider.

Call (210) 308-0182 or visit <http://partner.psav.com/hbgcc> for more information about rigging.

Due to ceiling limitations in Ballrooms A and B, any hanging needs must be specifically reviewed and



approved by PSAV.

Banners may only be hung at approved hanging points on exterior walls of the Convention Center. Licensee is responsible for the removal of all banners. Please contact your assigned Events Services Coordinator for more information.

See also "Banners", "Draping", "Exclusive and Preferred Services", "Fire Marshal", "Posters/Signage" and "Rigging"

48) Helium Balloons

Helium balloons are not allowed in any part of the facilities, either for display, for sale, or as gifts. For decoration purposes, air-filled balloons may be used. The Licensee is responsible for informing exhibitors of this policy. The facilities reserve the right to remove any helium-filled balloons at Licensee's expense.

See also "Balloons"

49) Insurance –

A current and valid certificate of insurance naming the facilities and City of San Antonio as additional insured must be provided for all events at least sixty (60) days prior to occupancy and shall provide for the following minimum coverages and liability limits as specified in the contract.

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 per category
3. Commercial General (Public) Liability Insurance to include coverage for the following (*where the exposure exists): a. Premises Operations b. *Independent Contractors c. Productions/completed operations d. Personal Injury e. Contractual Liability f. *Environmental Impairment/Impact – sufficiently broad to cover disposal liability g. *Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

The required policy may be purchased through the City of San Antonio's Tenant Users Liability Insurance Program (TULIP). Contact the Booking and Services Division for more information.



50) Internet Services

Wired and wireless internet connection services are provided throughout the facilities by SmartCity Networks, the exclusive provider of telecommunications services. Contact (210) 258-8900 or visit www.smartcitynetworks.com for more information. Complimentary WiFi is currently provided in the Entrance Lobby and some public areas of the facility.

See also "Exclusive and Preferred Services"

51) Keys

Keys are available for certain office spaces and ancillary storage rooms within the facilities. Licensee is responsible for all lost or unreturned keys issued to Licensee or any of its agents or representatives. **Lost keys are \$200 each.**

See also "Access Cards" and "Security"

52) Lease

Licensee event dates are not considered "definite" or "contracted" until a signed Lease Agreement and deposit are returned to the Booking and Services Division. "Tentative" dates are provided to Licensees as a courtesy only. Until such time the facilities receive a signed agreement and deposit for "tentative" dates they are subject to re-booking by the facilities.

See also "Deposits", "Payment", "Rental Rates" and "Refunds"

53) Licenses/Permits/Taxes

The Licensee shall be responsible for acquiring and shall pay the costs of any and all licenses, permits, and taxes required by authorities having jurisdiction over the facilities. Exhibitors may be responsible for acquiring and shall pay the costs of permits, including health and sales tax permits.

54) Lighting

Other than general lighting described in "General Services", the facilities do not provide any special lighting in exhibit halls and meeting rooms. The Lila Cockrell Theatre is equipped with stage lighting. Licensee is responsible for any special lighting. All lighting equipment must be operated by qualified personnel. Depending on the lighting requirements, Licensee can contact PSAV – the preferred provider of audio visual services – one of the exclusive temporary event utilities providers or another qualified provider.

For special lighting requirements in the Lila Cockrell Theatre please contact your assigned Events Services Coordinator.

See also "Audio Visual (A/V)", "Electricity", "Exclusive and Preferred Services", "General Services", "Lila Cockrell Theatre" and "Utility Services"

55) Lila Cockrell Theatre

The Lila Cockrell Theatre is equipped with stage lighting and a state-of-the-art digital sound system. Licensee should contact their assigned Events Services Coordinator or Lila Cockrell Theatre stage manager for any stage, lighting, and sound requirements.

Room rental includes: house and site lighting; air conditioning and heating during event hours; general cleaning and cleaning of restrooms; tables and chairs in lobby for display and/or novelty sales, and; removal of trash (caterer/concessionaire and decorator trash not included). Air conditioning and/or heating for move-in/move-out days is an additional cost. Licensee is responsible for stage technician costs outside of normal business hours, Monday through Saturday, holidays and Sundays.



Licensee is responsible for all event staff, including but not limited to, stage managers, ushers, badge checkers, door monitors, ticket takers, meeting room monitors, stagehands, riggers, security, t-shirt security, and additional labor. Licensee is responsible for contracting with an Event Staffing contractor for these services, but no event staffs, other than SAPD ODEU security, are allowed to physically intervene with anyone within the facilities. Contact the assigned Events Services Coordinator for more information and a list of vendors or visit the facilities' website at www.sahbgcc.com.

Ticketed events in the Lila Cockrell Theatre require the use of in-house staff for ticket taking, ushering and door monitoring and SAPD ODEU for security.

See also, *"Event Personnel", "Event Staff", "Exclusive and Preferred Services", "Guard Services", "Lighting", "Security", and "Ushering"*

56) Literature/Handouts/Leaflets

Licensee is responsible for obtaining prior approval from the facilities for the distribution of any printed materials. Licensee is subject to additional cleaning fees for the distribution of printed materials and all materials will be either recycled or discarded.

57) Live Animals

For exhibits containing pens or enclosures containing live animals, a protective coating of plastic or visqueen and hay or wood shavings must be used to protect the floor, carpet, and all facilities equipment. Curbing must also be used to retain loose material, and to prevent leaks and fluid seepage. Pens or enclosures must be located 50 feet from any food and beverage locations. A handler must accompany animal at all times and is responsible for clean up. Licensee is responsible for obtaining the prior written approval of the Events Services Division for the exhibition of live animals.

See also *"Animals", "Garden Displays" and "Pets"*

58) Loading Docks

The facilities' loading docks are for the use of exhibitors, decorators and contractors during event move-in and move-out only. General services contractors (decorators) do not have authority to prevent authorized access to the loading docks. Unauthorized vehicles are subject to removal at owner's expense.

Licensee is responsible for obtaining traffic control and access personnel in and around the dock area during move-in and move-out. Licensee must use off-duty police officers through the San Antonio Police Department's (SAPD) Off-Duty Employment Unit (ODEU) for traffic control and access. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.

See also *"Exclusive and Preferred Services" and "Move-In/Move-Out"*

59) Logos

Licensee or exhibitors may not use the City of San Antonio logo or facilities' logo for any purposes without the prior approval of the facilities' Director. The use of the City of San Antonio, Convention and Sports Facilities, or Convention and Visitors Bureau logos in any brochures, advertisements, or other publicity must be approved in advance by the Director of Convention and Sports Facilities.

60) Meeting Room Service

Room rental includes: one (1) setup per day; general room lighting; air conditioning and heating during event hours; tables and chairs; skirting of head tables, hollow squares and registration tables;



lectern; water service at head table; general cleaning and cleaning of restrooms, and; removal of trash (caterer/concessionaire and decorator trash not included). Quantities of skirting are limited.

Room rental does not include: additional setups or change-overs during the same rental day; air conditioning and/or heating for move-in/move-out days; additional tables for catering service; linens for round tables; additional lecterns, and; water service at additional tables. Additional tables for catering service and oval table-top linens are available through the facilities' catering provider. All other services are at additional cost.

Please contact your assigned Events Services Coordinator for more information.

See also "General Services" and "Setups and Change-Overs"

61) Message Facilities

The facilities do not provide message services for Licensee or their agents or representatives. The facilities' operator will provide Licensee contact information to callers if approved and provided by Licensee.

62) Move-In/Move-Out

Move-in/move-out days are at additional cost. The rental rate for move-in/move-out days is fifty (50%) percent of the daily rental rate and does not include air conditioning and/or heating. The facilities cannot guarantee the availability of move-in/move-out days or loading dock availability immediately prior to or after a Licensee's event.

Licensee is responsible for providing traffic control and access personnel in and around the dock area during move-in and move-out. Licensee must use Off-Duty police officers through the San Antonio Police Department's (SAPD) Off-Duty Employment Unit (ODEU) for traffic control and access. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.

The facilities' do not provide any equipment for move-in/move-out such as tools, forklifts, dollies, etc. Licensee is responsible for obtaining any such equipment through a general services provider (decorator).

See also "Exclusive and Preferred Services" and "Loading Docks"

63) Nails

See "Staples/Tacks/Nails"

64) Natural Gas

Natural Gas is not available. Gas cylinders must be obtained through one of the exclusive providers of temporary event utilities, subject to approval by the facilities and the City's Fire Marshall. At conclusion of each event, gas cylinders must be removed from convention center property. Please contact your assigned Events Services Coordinator for more information.

See also "Propane", "Exclusive and Preferred Services" and "Utility Services"

65) Noise

Licensee is responsible for ensuring that individual exhibitor activities do not disturb or disrupt the activities of any other exhibitor or any other events within the facilities. The facilities reserve the right to monitor event activities and to remove or cause to remove any activities which violate this policy.

66) Novelties

Licensee may sell event-related souvenirs, programs, novelties or merchandise with the prior



approval of the facilities and subject to facilities' novelty sales policies.

The RK Group is the exclusive provider of novelty sales for public events with paid admission. Call (210) 225-4535 or visit www.therkgroup.com for more information.

See also "Exclusive and Preferred Services"

67) Overtime Policies

A facility stage technician must be on-duty for all event hours when the Lila Cockrell Theatre's sound systems and/or equipment will be used. Regular hours of operation for facility staff are 7:45am – 4:30pm, Monday through Saturday, except City holidays. The Licensee will be billed for all overtime labor resulting from their use of house systems or equipment. Current overtime rates apply prior to 8:00am and after 6:00pm, Monday-Saturday, on Sundays, and City holidays.

See also "Audio/Visual (A/V)" and "General Services"

68) Painting

Paint of any kind and painting are strictly prohibited inside and outside the facilities.

69) Parking

The facilities do not provide parking. Limited daily parking for a fee is available at various surface parking lots and garages adjacent to the facilities. Under certain strict circumstances, Licensee may rent a limited number of parking spaces at the facilities' surface parking lot located at 1001 E. Market St. In addition, a limited number of temporary parking passes in certain limited areas of the facilities may be available for Licensee and their agents or representatives, dependent upon event scheduling and other criteria. Please contact your assigned Events Services Coordinator for more information.

70) Payment

Licensee is responsible for submitting a rental deposit upon return of the signed contract to the facilities. Payments are payable to the "City of San Antonio – Convention and Sports Facilities" and can be paid by cash, check, money order, or credit card and must include the Licensee's name as listed on the signed contract. For certain government- sponsored and other events a valid purchase order may be substituted for the deposit. Deposit amounts are determined by the Booking and Services Division prior to the event and invoice amounts are determined by your assigned Events Services Coordinator. Deposits must be returned in a timely manner by the due date stipulated in order to ensure proper event scheduling. Contracts are not legally binding until deposits are received. Please contact the Booking and Services Division at (210) 207-8500 for more information.

See also "Deposits", "Lease", "Rental Rates" and "Refunds"

71) Permits

See "Licenses/Permits/Taxes"

72) Pets

With the exception of service assistance dogs and animals participating in contracted events, such as dog, cat or cattle shows, animals for the purpose of exhibition are not permitted in the facilities without prior written approval from the assigned Events Services Coordinator for the specified event.

Additionally, in accordance with state and San Antonio Metropolitan Health District guidelines, animals are not permitted within fifty (50) feet of any food service preparation or service area, except for assistance dogs. Animal must have a handler at all times for supervision and clean up.



Please contact your assigned Events Services Coordinator for more information.

See also "Animals", "Garden Displays" and "Live Animals"

73) Plants

The facilities do not provide plants. Licensee must obtain plants through a general services contractor (decorator).

For exhibits containing soil, humus, or similar materials a protective coating of plastic or visqueen must be used to protect the floor, carpet, and all facilities equipment. Curbing must also be used to retain loose material, and to prevent leaks and fluid seepage.

See also "Animals", "Garden Displays" and "Live Animals" and "Pets"

74) Police Officers

Licensee is responsible for security in the form of Off-Duty San Antonio Police Department (SAPD) officers for certain events including public events and events in which alcohol is served, overnight security, move-in/move-out, and the use of bus shuttle areas, Convention Way and Bowie St. drop-off. The final number of officers is determined solely by the SAPD Off-Duty Employment Unit (ODEU) based on event requirements. The facilities do not provide additional security for trade show or entertainment events. No event staffs, other than SAPD ODEU security, are allowed to physically intervene with anyone within the facilities. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements. Ticketed events in the Lila Cockrell Theatre require the use of in-house staff for ticket taking, ushering, and door monitoring and SAPD ODEU for security.

See also "Event Staff", "Exclusive and Preferred Services", "Guard Services", "Security", and "Ushers"

75) Posters/Signage

With prior approval by the facilities Events Services Division, event-related and professionally- printed banners, ground support entry units, posters, and signs may be displayed in various locations inside and outside of the facilities. Requests for approved locations must be submitted in writing to your assigned Events Services Coordinator no later than thirty (30) days prior to your event.

The installation/rigging of banners, posters and signs weighing less than 250 lbs., can be performed by PSAV, your general services contractor (decorator), or another qualified provider.

On all PSAV rigging, PSAV must supply and hang everything from the chain hoist/motor up to the ceiling. Rigging below the chain hoist/motor and in the Lila Cockrell Theatre is non-exclusive. Call (210) 308-0182 or Go to <http://partner.psav.com/hbgcc> for more information about rigging.

Banners, posters, and signs may only be hung at approved hanging points on exterior walls of the Convention Center. Ground supported entry units may be installed at approved locations only at the Convention Center. Licensee is responsible for the removal of all banners, ground supported entry units, posters, and signs. Please contact your assigned Events Services Coordinator for more information.

No decorative or structural items may be attached to or hung from any overhead beam, column, handrail, utility pipe, exterior wall, or fence without prior written approval. The Licensee will be charged for the labor and materials required for removal resulting from violation of this policy. Drapes, decorations, buntings, and other decorative materials must be fire retardant materials properly treated to meet flame-proofing requirements and must have the prior approval of the City's Fire Marshal.



Except as noted in this section and in "Hanging" herein, all other banners, posters, signs, etc.: 1) must have the prior approval of the facilities; 2) must be professionally-printed; 3) and can only be displayed on easels and individual place holders. Under no circumstances should any posters, signs, etc. be attached to walls, doors, or windows. Licensee is responsible for the removal of all such posters, signs, etc., and any cleaning of residue left by item, at the conclusion of their event. This policy applies to banners, posters, signage, etc. throughout convention center, including exhibition areas and in individual exhibit booths. Licensee is responsible for the labor and materials required for repair resulting from violation of this policy.

See also "Banners", "Draping", "Exclusive and Preferred Services", "Hanging" and "Rigging"

76) Propane

Please refer to the Fire Regulations Packet.

See also "Exclusive and Preferred Services", "Natural Gas" and "Utility Services"

77) Raffles

Licensees and exhibitors may conduct raffles of items, except for firearms and other weapons. Raffles requiring the purchase of a ticket require the prior approval of the facilities. Sample food and beverage items have specific limitations; consult your assigned Events Services Coordinator for more information.

See "Free Items", "Giveaways" and "Samples"

78) Recycling

The facilities recycle various items and materials including, glass, plastic, aluminum, and paper, and donate unused prepared food to local food banks and charities. Contact your assigned Events Services Coordinator for more information.

79) Refunds

In the event Licensee is due a refund of any deposits or payments, a check, made payable to the Licensee, will be issued in 6-8 weeks after the final invoice is approved.

See also "Deposits", "Lease", "Payments" and "Rental Rates"

80) Registration

The facilities will provide registration areas to Licensee: 1) subject to availability, based on other events and activities within the facilities; 2) based on the Licensee's rental and location of areas within the facilities, and; 3) subject to the prior approval of the facilities and Fire Marshal.

For more information contact the Booking and Services Division at (210) 207-8500.

81) Rental Rates

For rental rates and availability, please contact the Booking and Services Division at (210) 207- 8500.

See also "Deposits", "Lease", "Payment" and "Refunds"

82) Rice

The use or display of rice is prohibited in the facilities. Licensee is responsible for the labor and materials required for clean-up resulting from violation of this policy.

See also "Cascarones", "Confetti" and "Glitter"



83) Rigging

Exhibit halls and Ballroom C have specific approved hanging points for exhibitors and decorators. The rigging of items weighing less than 250 lbs. can be performed by PSAV, your general services contractor (decorator), or another qualified provider.

The rigging of items in the Convention Center that weigh over 250 lbs. must be reviewed and approved by PSAV – the exclusive provider of rigging services – and PSAV must supply and hang everything from the chain hoist/motor up to the ceiling. Rigging below the chain hoist/motor and in the Lila Cockrell Theatre is non-exclusive. Licensee shall comply with the facilities' and PSAV's rigging guidelines and rigging plots/diagrams delineating rigging points and loads. Call (210) 308-0182 or visit to <http://partner.psav.com/hbqcc> for more information about rigging.

Due to ceiling limitations in Ballrooms A and B, any rigging needs must be specifically reviewed and approved by PSAV.

See also "Banners", "Draping", "Exclusive and Preferred Services" "Hanging", and "Posters/Signage"

84) Risers/Staging

The facilities can provide up to 40" high risers/staging at additional cost, depending on quantity and availability. Licensee is responsible for obtaining taller riser/staging requirements from a contractor.

85) Samples

Licensees and exhibitors may distribute free samples of food, beverages, refreshments, sundries, etc. that are not the same concession items sold by the facilities' exclusive caterer/concessionaire and which are directly-related to the event. The facilities reserve the right to regulate the size and type of samples.

See also "Free Items", "Giveaways" and "Raffles"

86) Security

Licensee is responsible for security in the form of Off-Duty San Antonio Police Department (SAPD) officers for certain events including public events, dances, banquets, and events in which alcohol is served, overnight security, move-in/move-out, and the use of bus shuttle areas, Convention Way and Bowie St. drop-off. The final number of officers is determined solely by the SAPD Off-Duty Employment Unit (ODEU) based on event requirements. The facilities do not provide additional security for trade show or entertainment events. No event staffs, other than SAPD ODEU security, are allowed to physically intervene with anyone within the facilities.

Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.

Licensee is responsible for all event staff, including but not limited to, ushers, badge checkers, door monitors, meeting room monitors, security, and t-shirt security. Public shows in the convention center require the use of qualified ushers. Licensee is responsible for contracting with an Event Staffing contractor for these services. Contact your assigned Events Services Coordinator for more information and a list of vendors or visit the facilities' website at www.sahbqcc.com.

Ticketed events in the Lila Cockrell Theatre require the use of in-house event staff for ticket taking, ushering, and door monitoring.

Keys are available for certain office spaces and ancillary storage rooms within the facilities. Licensee is responsible for all lost or unreturned keys issued to Licensee or any of its agents or representatives. Lost keys are \$200.



See also "Access Cards", "Event Staff", "Exclusive and Preferred Services", "Guard Services", "Keys" and "Police Officers"

87) Service Contractors

Certain services provided within the facilities are on an exclusive or preferred (non-exclusive) basis. Licensee shall not contract any services which conflict with or violate the terms of the exclusive agreements.

Contact your assigned Events Services Coordinator for more information on general service contractors (decorators) and other outside contractors, or visit the facilities' website at www.sahbgcc.com.

See also "Exclusive and Preferred Services" and "General Services"

88) Signage

See "Posters/Signage"

89) Skirting

Room rental includes skirting of head tables, hollow squares, classroom tables, and registration tables. Quantities are limited.

Room rental does not include linens for round tables. Additional tables for catering service and round table-top linens are available through the facilities' catering provider. Skirting for exhibitor tables must be obtained through the general services contractor (decorator).

Please contact your assigned Events Services Coordinator for more information.

See also "Exhibit Booth Furnishings", "Meeting Room Service", and "General Services"

90) Sound

See "Audio Visual (A/V)"

91) Spray Paint

See "Painting"

92) Stage Hands

Licensee is responsible for utilizing a qualified provider for all stage hand requirements including rigging, lighting, sound, etc. Stage hand requirements can be coordinated through PSAV – the preferred provider of audio visual services – or through another audio visual provider.

See also "Audio Visual (A/V)", "Event Staff", "Event Personnel", "Exclusive and Preferred Services", "General Services", "Lila Cockrell Theatre", and "Rigging"

93) Staples/Tacks/Nails/Screws

The use of staples, tacks, hangers, nails, screws, bolts, etc. on any floor, wall, door, column, ceiling, table, chair, airwall, riser or any other facilities' furniture, fixture or equipment is strictly prohibited. Licensee is responsible for the labor and materials required for repair resulting from violation of this policy.

94) Stickers/Decals/Adhesives

The use of any type of stickers, decals, or adhesives on any floor, wall, windows, door, column, ceiling, table, chair, airwall, riser or any other facilities' furniture, fixture or equipment is strictly prohibited. Licensee is responsible for the labor and materials required for cleanup and repair



resulting from violation of this policy.

See also "Tape"

95) Tape/Glue Dots

The use of double-sided tape on any floor, wall, door, column, ceiling, table, chair, airwall, riser or any other facilities' furniture, fixture or equipment is strictly prohibited. Only masking or decorator tape may be used on exhibit hall or other concrete floors. Licensees may purchase special tape from the facilities for use on carpet and glue dots to attach signage to facilities' lecterns. Licensee is responsible for ensuring all tape is removed at the conclusion of the event. Licensee is responsible for the labor and materials required for cleanup and repair resulting from violations of this policy.

Contact your assigned Events Services Coordinator for more information.

96) Taxes

See "Licenses/Permits/Taxes"

97) Telecommunications/Data

The facilities do not provide telecommunications services. Licensees and exhibitors must utilize SmartCity Networks – the exclusive provider of telecommunications services.

Contact (210) 258-8900 or visit www.smartcitynetworks.com for more information.

See also "Exclusive and Preferred Services"

98) Television Monitors/Cable T.V.

For televisions in the exhibit halls or other areas where power is not available, Licensees or exhibitors must utilize one of the exclusive temporary event utilities providers to provide power. Televisions may be rented through PSAV – the preferred provider of audio visual services – or another audio visual provider. Cable television service is available through Time Warner Cable by calling (210) 244-0500 or visiting www.twc-sa.com.

See also "Audio Visual (A/V)", "Electricity", "Exclusive and Preferred Services" and "Utility Services"

99) Theatre

See "Lila Cockrell Theatre"

100) Ticketing (Event Ticketing)

Ticketmaster is the exclusive provider of event ticketing services. Call (210) 525-1100 or visit www.ticketmaster.com for more information.

See also "Exclusive and Preferred Services"

101) Track Vehicles

Vehicles that utilize tracks are strictly prohibited from operation within the facilities. Track vehicles can only enter the facilities on wheeled trailers and unloaded on proper floor tracks placed temporarily on the floor. Vehicles must remain on these floor tracks until removed. Track vehicles must also comply with all regulations in the Fire Regulations packet.

102) Trash Removal

The facilities provide open-top dumpsters for Licensee use during an event or for move-in/move-out. Licensees are responsible for a disposal fee for the use of these dumpsters if an excessive amount of debris (i.e. stage sets) is discarded in these dumpsters. Licensees and



exhibitors are subject to additional fees for disposal of crates or pallets in these dumpsters. The facilities regularly remove trash from facility receptacles as necessary. Facilities staff does not remove any other trash, including in exhibit areas. Additional fees will be incurred by Licensee for removal of any other trash.

103) Truck Docks

See "Loading Docks"

104) Unions

The state of Texas is a "right-to-work" state and, as such, the use of union labor is not required. Licensees are only required to utilize qualified personnel. Many types of contractor personnel, including audio visual, decorating and rigging, may be unionized. The use of union or non- union labor is strictly between Licensee and the contractor.

105) Ushers

Rental rates do not include event personnel, including ushers. Licensee is responsible for all event staff, including ushers. Public shows in the convention center require the use of qualified ushers. Ushers can also include ticket takers, additional non-police security, meeting room monitors, badge checkers, and door monitors. The facilities have specific usher requirements for many types of events, including public events and ticketed events in the Lila Cockrell Theatre. The facilities reserve the right to require the use of in-house staff for ushering for ticketed events in the Lila Cockrell Theatre, or to allow Licensees to utilize outside event staffing contractors for events in the convention center. Please contact your assigned Events Services Coordinator for more information.

See also "Event Staff"

106) Utility Services (Temporary Event Utilities)

The facilities do not provide temporary event utilities such as power, lighting, compressed air, water and drain lines, fill and drain services, natural gas lines, gas cylinders, and associated labor. Licensee must utilize one of the exclusive providers of temporary event utilities for these services.

See also "Electricity", "Exclusive and Preferred Services", "Lighting", "Natural Gas", "Propane" and "General Services"

107) Water Service

Room rental includes water service at head table only. Room rental does not include water service at additional tables. Additional water service must be purchased thru the RK Group – the exclusive provider of food and beverage catering and concessions. Please contact your assigned Events Services Coordinator for more information.

See also "Exclusive and Preferred Services", "General Services" and "Meeting Room Service"

108) Weapons

The San Antonio Convention and Sports Facilities Department strictly prohibits weapons and firearms on facility property. If a weapon or firearm is to be used as part of a costume, exhibit, or trade show, a request must be made in writing at least thirty (30) days prior to first contracted day. Please contact your Events Services Coordinator for further details. The CSF Department reserves the right to have San Antonio Police Off-Duty Unit officers to inspect any firearm or weapon that is brought onto facility property. Anyone carrying an unauthorized weapon or firearm will be removed from the facility immediately. Only authorized law enforcement personnel with legal jurisdiction are permitted to carry firearms on facility property.

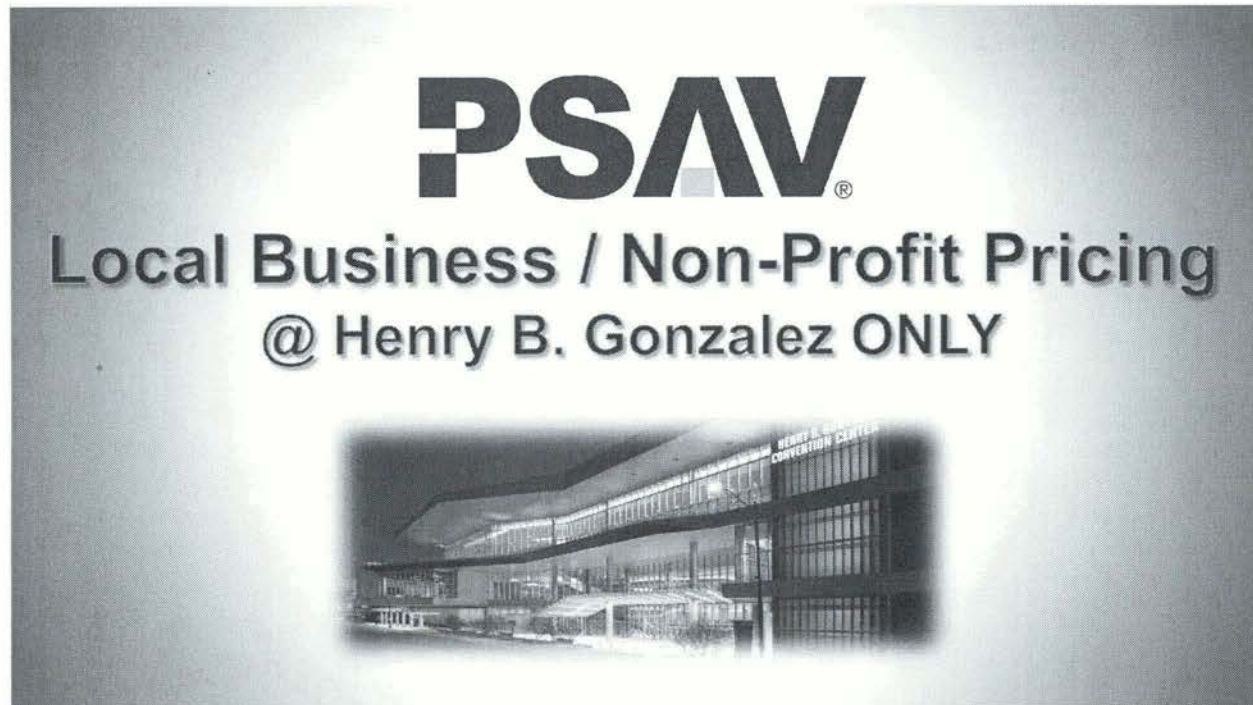


109) Wireless Services

Wired and wireless internet connection services are provided throughout the facilities by SmartCity Networks, the exclusive provider of telecommunications services. Contact (210) 258-8900 or visit www.smartcitynetworks.com for more information. Complimentary WiFi is currently provided in the Entrance Lobby and a few public areas of the facility.

See also "[Exclusive and Preferred Services](#)"

Exhibit G – Local and Non-profit Events Rate Schedule



(2) SCREENS WITH ATOMIC PILLOW OR WAFER STAGE BACKDROP



This is a custom set brought to life by PSAV to have a unique and impactful theme for your event.

Using programmable lighting, custom scenic panels, this set allowed for a scenic look that compliments various keynotes and motivational sessions.

This versatile set can transfer the look from a general session to an engaging social event. Adding video cameras for IMAG on the screens will make for a greater visual impact and a very memorable occasion.



Atomic Pillows & MBP Scenic Panels

- Atomic pillow or Wafer panel scenic wall, for texture.
- Up to (80) 3'X3' panels to create a memorable set piece.

LED up lighting and Stage Wash

- LED up lights are implemented along with a custom stage wash with special focuses on scenic pieces.

Audio System

- Concert quality PA system makes for a great sound impact that captured the audience's attention.

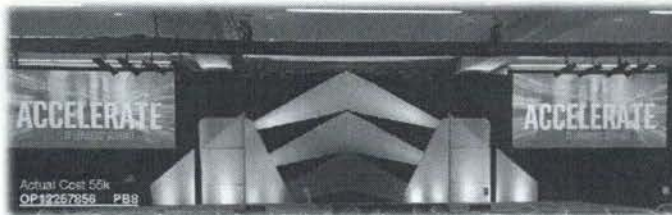
IMAG/ HD Video Camera

- Professional HD camera to shoot live video of event to be seen on screens.

\$15K - \$25K for Event

PSAV

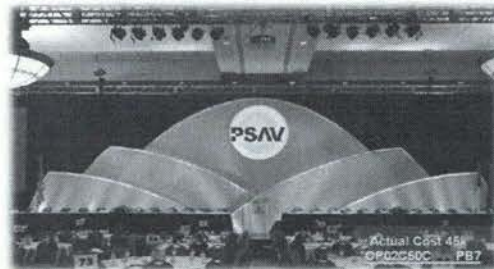
(2) SCREENS WITH STAGE BACKDROP



Aiming for an impactful yet completely distinctive look for your next event? This dual screen and scenic set option gives you the chance to utilize the space while still ensuring viewing of important content.

The scenic panels come in a multitude of geometric shapes, allowing your own creativity to shine. Along with LED lighting, the panel arrangements can provide different looks to break up sessions and create anticipation throughout the event.

With large 16:9 format screens keeping clear lines of sight, your attendees will experience an engaging and visually exciting display no matter where they're sitting.



(2) 16:9 Format Fast Fold Screens

- Rear screens and projectors allow additional floor space and a cleaner, more professional look.

Scenic Shapes (Triangles, Traps, & Wings)

- Multiple scenic panels on stage to create depth and allow for better lighting expression throughout the meeting.

LED/Stage Lighting

- Controlled LED lighting + stage lighting to create multiple looks for excitement and engagement.

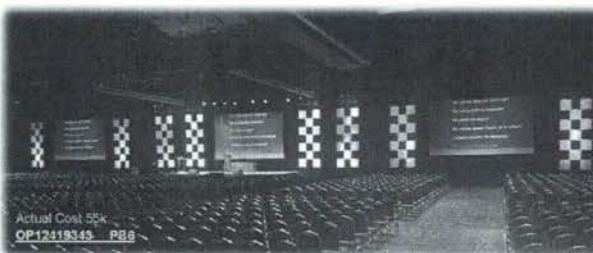
IMAG/ HD Video Camera

- Professional HD camera to shoot live video of event to be seen on screens.

PSAV

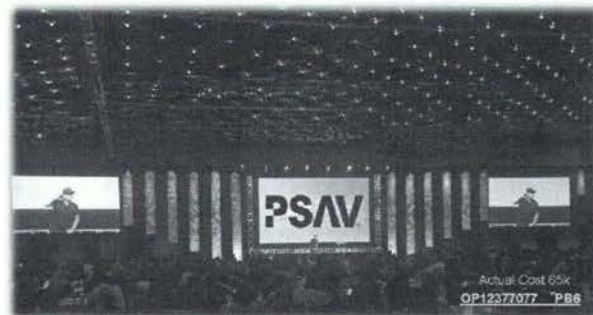
\$25K - \$35K for Event

(3) SCREENS WITH MBP PANELS



The visual experience is as important as any other elements of the production design. These scenic panels draw the attendee's attention to the stage and creates focus on the presenters. Customized lighting can be leveraged to compliment the tone of the message or to create a visually dynamic backdrop.

The Atomic Pillows placed upstage of the screens make the images pop against a textured backdrop and allows otherwise bland ballroom walls to merge seamlessly with the overall stage design concept.



Three Projector Packages w/ 16:9 Format Fast Fold Screens

- fast fold screens and projection evenly spaced in room to allot maximum viewing experience.

Eye-Catching Lighting

- Custom lighting setup that includes a stage wash.
- LED up lights, and 72" LED Color Blaze up lights across the back line.

Atomic Pillows & MBP Scenic Panels

- MBP panel scenic wall, for texture.
- Up to 80 MBP 3'X3' panels to create a memorable set piece.

IMAG/ HD Video Camera

- Professional HD camera to shoot live video of event to be seen on screens.

PSAV

\$35K - \$50K for Event