

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

COUNTY OF BEXAR

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This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as “City”) acting by and through its City Manager, pursuant to Ordinance No. _____ - ____ - ____ - _____ passed and approved on the _____ day of _____, 20__ and _____, a _____ corporation, by and through its _____ (hereinafter referred to as “Contractor”), both of which may be referred to herein collectively as the “Parties.”

Recitals

WHEREAS, the City owns and operates, through its Convention, Sports and Entertainment Facilities Department, the Henry B. Gonzalez Convention Center (hereafter “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, the City sought, through a Request for Proposals (RFP) for Audio Visual and Rigging Services (which is attached hereto as Exhibit G and incorporated herein by reference), 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 the City (which is attached hereto as Exhibit H and incorporated herein by reference) to provide such services, which included a financial compensation component; and

WHEREAS, the City, through a duly authorized city ordinance, accepted Contractor’s proposal and the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described; **NOW THEREFORE:**

Article I Definitions

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

1.1 “AV” shall mean “Audio Visual”.

1.2 “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.

1.3 “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.

1.4 “CAAD” is Computer Aided Architectural Design.

1.5 “CPA” is Certified Public Accountant.

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

1.7 “City Commission” shall mean the percentage commission payable to the City on Contractor’s Gross Sales.

1.8 “Client” shall mean a short term licenses, exhibitors, and contractors.

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

1.10 “Department” shall mean the City of San Antonio’s Convention, Sports and Entertainment Facilities Department.

1.11 “Director” shall mean the Director or his designee for the City’s Convention, Sports and Entertainment Facilities Department.

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

1.13 “Gross Sales” are defined as the total of all amounts billed for Contractor’s provision of AV and Rigging Services, whether collected by the Contractor or not, including all labor, but excluding amounts on account of sales tax, discounts, refunds and shipping/delivery charges.

1.14 “MAG” is Minimum Annual Guarantee.

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

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

1.17 “Rigging Equipment” shall mean 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

1.18 “Rigging Services” shall mean 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.

1.19 “Structural Analysis” shall mean 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.

Article II Term

2.1 Term. Unless sooner terminated in accordance with the provisions herein, the Initial Term of this Agreement shall be five (5) years and shall commence on May 1, 2011 (“Commencement Date”), and expire on April 30, 2016 (“Expiration Date”).

2.2 Renewal. The City may renew the term of this Agreement for one (1) consecutive three (3) year term (“Renewal Term”), subject to the approval of the City Council indicated by the passage of a City ordinance. The City reserves the right to modify all terms and conditions herein upon renewal, including the License Fee.

Article III Rights Granted

3.1 Contractor shall serve as the Facility’s non-exclusive (preferred) AV Services provider with exclusivity to patch into in-house sound systems and equipment, including public address systems, by other AV service contractors.

3.2 Contractor shall service as the Facility’s exclusive Rigging Services provider to establish and to attach 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 in addition to the right to supply the labor to wrap the cables around the structural beams and connect objects to those cables save and except for special circumstances as may be determined by the Director or his designee. 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 does not have the exclusive right to supply chain hoists, trusses or other equipment used to connect to a point.

Article IV Scope of Services

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

- 4.1.1 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 Install, operate, maintain and remove any and all AV and Rigging Services and Equipment provided by Contractor.
- 4.1.3 Consolidate invoicing for AV and Rigging Services and collect from Clients in a timely manner.
- 4.1.4 Perform routine inspections and inventories of Contractor and City AV and Rigging Equipment and systems as stipulated herein.
- 4.1.5 Maintain files for all events and Clients, including an archive of event rigging plots and the inspection approval, rigging documentation, CAAD drawings, calculations and inspection approval signatures for each event requiring rigging.
- 4.1.6 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.
- 4.1.7 Contractor agrees to ensure Rigging Equipment by another contractor and/or subcontractor has been inspected before use.

4.2 Contractor shall provide to the Clients consulting and creative AV Services, 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, but shall have the option.

4.3 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 and deviate from all regular or discounted equipment, labor or creative services rates that may have been published by Contractor; provided, however, that Contractor and City shall mutually establish a floor and ceiling price for such services and equipment. 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 the City shall be applicable to the negotiated invoice amount.

4.4 Contractor shall analyze each event to determine the most appropriate means of marketing the 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.

4.5 Contractor shall conform to the Facility's Operational Policies dated May 13, 2009, attached hereto as Exhibit F, and as may be periodically updated over the term of this Agreement.

4.6 Provide up to forty (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.

4.7 Within thirty (30) days of the effective date of this Agreement, Contractor shall submit to the City Standard Operating Procedures 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.

4.8 Within thirty (30) days of the effective date of this Agreement, Contractor shall, at its sole cost and expense, have a Structural Analysis completed of the Facility in accordance with Exhibit A and provide the City with an original of the entire Structural Analysis, including all drawings and schematics. 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.

4.9 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 his designee as to the circumstances of Contractor's election to not provide service.

4.10 Within thirty (30) days of the effective date of this Agreement, Contractor shall submit to City a Marketing Plan in accordance with Exhibit A.

4.11 Contractor shall participate in cooperative efforts with the Department and the San Antonio Convention and Visitors Bureau, including on-site visits and trade show participation upon reasonable request.

Article V Contractor Equipment

5.1 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, of high quality and with an average age of two (2) years or less, in good repair, and periodically acquire new equipment inventory, consistent with Contractor's business practices, to replace for normal wear and tear, to reflect trends in AV and Rigging Service industry and to meet Client requirements over the term of the Agreement.

5.2 Contractor shall provide its own 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 Contractor is responsible for annually inspecting, load testing, certifying and servicing chain motors, scissors, and boom lifts.

5.4 Contractor shall provide City with an Inspection and Maintenance Report in accordance with Exhibit A.

5.5 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 Contractor shall provide City with an Equipment Report in accordance with Exhibit A.

5.7 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 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 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 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 Contractor will require that the AV and Rigging technicians on its staff attend all pre-convention meetings. Contractor will require at least one member of its staff to attend all post-convention meetings.

6.2 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 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 the Contractor.

6.4 Contractor shall employ, train, and supervise an adequate; staff provides efficient, prompt and courteous service to all Clients utilizing the services provided by the Contractor, subject to business levels from time to time at the Facility. Contractor must be located on-site.

- 6.5 The staff shall include at a minimum:
- AV and Rigging Services General Manager
 - AV and Rigging Services sales staff;
 - AV Services Supervisor;
 - Rigging Services Supervisor; and
 - AV and Rigging Services operational staff.

6.6 Contractor shall designate one of its Facility staff as General Manager or employee 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 Service business and operation at the Facility. The General Manager shall be vested with full power and authority to act for the 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 his designee, but in no case shall such approval be unreasonably denied.

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

6.9 The Director or his designee may reasonably require the Contractor to eject from the premises any member of the 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 his designee shall have the right to require Contractor to provide an acceptable replacement within a reasonable time after such ejection. If the Contractor is unable or unwilling to provide a replacement acceptable to the Director or his 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 Contractor will adopt and ensure that Contractor's staff follows the City's Dress, Grooming and Standards of Appearance Policy attached and incorporated herein as Exhibit E.

6.11 Contractor shall issue identification badges, for security purposes, to each of Contractor's employees. These badges should include employee's photo, employees' name, and Contractor; the badge

must be worn at all times. Badges shall be recovered 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 Contractor's employees shall wear a standardized uniform with the Contractor's logo affixed to the uniform shirt, approved by the Director or his 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 shall have the right to review and approve the persons selected by the Contractor as the General Manager and any other personnel. Contractor shall not replace its General Manager without prior approval from the Director or his designee. In the event the City determines that the General Manager's performance is unsatisfactory, Contractor shall replace its General Manager within thirty (30) days written notice from Director or his designee.

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

6.15 Contractor shall furnish the 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 screen all applicants and perform criminal background check on applicants considered for employment to ensure that Contractor personnel do not pose a security or health risk. Contractor shall provide City a Personnel Report in accordance with Exhibit A.

Article VII Pricing

7.1 Contractor shall provide City a Competitive Review and Rate Schedule in accordance with Exhibit A. 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 and hotel facilities. The Rate Schedule shall be subject to the City's prior review and approval, which shall not be unreasonably withheld. Director or his designee must approve in writing any variance from the Rate Schedule, other than approved discounts.

7.2 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 must be approved in writing in advance by the Director or his designee. Contractor shall request approval of said discount with the City's Discount/Waiver Request Form in accordance with Exhibit A.

7.3 In the event that City requires AV and Rigging Services, Equipment or labor in support of City events, City-sponsored events, and non-revenue generating events, Contractor shall provide such Services, Equipment or labor at no-cost to the City at the request of Director or his designee. In the event the City requires Equipment not included in Contractor's inventory, the City shall pay Contractor's actual cost of rental.

7.4 The Director or his designee may request that the 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 the City. In these instances, the City will waive its revenue share or a portion thereof, as determined by the Director or his designee.

Article VIII Compensation to City

8.1 In consideration of being the City's Preferred AV and Exclusive Rigging Service provider, Contractor agrees and shall pay to City a City Commission and/or MAG on Contractor's Gross Sales as follows:

TO BE DETERMINED

8.2 Due to the non-exclusivity of this Agreement, Contractor shall pay the City Commission on Contractor's Gross Sales of all AV Services generated from sales leads provided by the City for events at the Facility for a period of twelve (12) months after termination of this Agreement.

8.3 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 the City Commission on Contractor's Gross Sales for these events. The City will not allow a reduced City Commission for these events.

8.4 If Contractor uses the Designated Spaces to solicit and provide its services to third parties not using the Facility, Contractor shall pay the City Commission on Contractor's Gross Sales for these services.

8.5 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, 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.

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

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

8.7 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.

8.8 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.

8.9 Independent CPA. If so requested by City, Contractor shall employ an independent CPA who shall furnish an annual written audit to the City stating that in his or her opinion the amounts paid by

Contractor to City during the preceding 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.

8.10 Prior Review. Prior to commencement of operations hereunder, 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 Paragraphs 19 through 21, Section 640, American Institute of Certified Accounts Statement of Auditing Standards. At the end of each twelve (12) months of operation 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.

8.11 In invoicing Clients:

8.11.1 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.

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

8.11.3 Contractor shall issue invoices to Clients no later than five (5) days after the event.

Article IX Quality Assurance

9.1 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 herein. All work performed by Contractor hereunder shall be performed to the reasonable satisfaction of Director or his designee. The determination made by Director or his designee shall be final, binding and conclusive on all Parties hereto. 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 his designee.

9.2 The Director or his 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 General Manager, to provide a Survey Response in accordance with Exhibit A.

Article X Use of Facility

10.1 City shall provide a minimal amount of office space for Contractor's General Manager. The office space shall be located in HemisFair Park, Bldg. 277, adjacent to the 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 shall be entitled to occupy certain service and storage spaces within the Facility as designated by City's Designated Spaces Provisions in Exhibit G. 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 his 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 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. The City may enter the Designated Spaces at any time, in the case of an emergency affecting the public interest or property.

10.4 Contractor agrees not to commit, permit, or allow any damage to any part of the Facility and appurtenances thereto, including the Contractor's Designated Spaces. If the 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 the 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 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 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 No excavation, additions or alterations shall be made by the Contractor to the Facility and/or appurtenances without the prior written consent of the Director or his designee. The use of the Facility and its appurtenances and Contractor's Designated Spaces by the Contractor and its employees or agents in any manner other than that authorized herein must be approved by the Director or his designee.

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

10.9 Upon termination of this Agreement, Contractor shall remove from the Designated Spaces, under the supervision of the Director or his 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 the City.

10.10 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 the Contractor hereby agrees to pay.

10.11 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 The use of any mechanical or hand-operated vehicles or apparatus by Contractor or its suppliers within the Facility shall be regulated by the City's Operational Policies, attached hereto as Exhibit F

Article XI Performance Bond

11.1 Contractor shall provide a Performance Bond in accordance with Exhibit A, in a form acceptable to the City, made payable to the 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 thereto 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 Contractor shall not erect, install or operate signage or improvements outside the Contractor's Designated Spaces, or in or upon any other City property without first having obtained the written consent of the Director or his designee. Such written consent may provide conditions concerning factors such as existing signage, size, type, content, and method of installation.

12.2 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 his designee.

12.3 Contractor shall not refer to the 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 his designee.

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

12.5 Contractor shall not use the 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 his designee.

12.6 Contractor shall not share any of the data collected from Clients with any other companies, including parent companies or other affiliated companies.

12.7 Solicitations to use other companies, other than the official Contractor, are also prohibited.

Article XIII Sustainability

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

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

13.3 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 The Contractor shall use approved LEED-certified or “green” equipment, methods and applications, unless otherwise approved by the Director or his designee.

13.5 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 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 Subject to the City providing Contractor with copies of these existing agreements it is the responsibility of the 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 Contractor shall provide to Director or his 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 hereunder. 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.

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

17.2 Audit Rights. In addition to the requirement of Section 8.9, 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 three percent (3%) 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 Any changes to audit intervals and record retention will be determined by the City in its sole discretion.

17.4 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 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 Contractor shall be notified by the Director or his 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 herein. Contractor understands and agrees that City will process and handle all such requests.

Article XVIII Termination

18.1 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 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 Without Cause. This Agreement may be terminated by City upon six (6) month's written notice, which notice shall be provided in accordance with Article XIX, entitled "Notice." Contractor may terminate this Agreement with City's consent upon six (6) month's written notice as provided in Article XIX, entitled "Notice."

18.4 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:

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

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

18.5 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.

18.5.1 Failure to comply with the terms and conditions stated in Article XXIV, entitled "SBEDA and Disadvantaged Business Requirements."

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

18.5.3 Failing to perform or failing to comply with any covenant herein required.

18.5.4 Performing unsatisfactorily.

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

18.7 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the 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.

18.8 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 the City's venues through its direct contractual relationships with Clients.

18.9 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, Sports and Entertainment Facilities
200 E. Market St.
P.O. Box 1809
San Antonio, Texas 78296-1809

If intended for Contractor, to: _____

With copy to: _____

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 the City's Convention, Sports and Entertainment Facilities Department, which shall be clearly labeled "Audio Visual and Rigging Services Agreement" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Convention, Sports and Entertainment Facilities Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

20.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory

law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

20.3 A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, 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	AMOUNT
1. Workers' Compensation and	Statutory
2. Employers Liability	\$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following:	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$2,000,000 per occurrence; \$5,000,000 General Aggregate, or its equivalent, in Umbrella or Excess Liability Coverage
a. Premises/Operations	
* b. Independent Contractors	
c. Products/Completed Operations	
d. Personal Injury	
e. Contractual Liability	
f. Damage to property rented by you	f. \$100,000
* where the exposure exists	
4. Business Automobile Liability	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
a. Owned/Leased Vehicles	
b. Non-Owned Vehicles	
c. Hired Vehicles	

20.4 A Contractor’s agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

20.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

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

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 the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

20.7 Within five (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 the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

20.9 Nothing herein contained 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 the City of San Antonio 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 the 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, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to 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, it s 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 THE 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 hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall advise the City in writing within 24 hours of any claim or demand against the 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. The 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 paragraph.

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 hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If 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 hereunder 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 herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

Article XXII Assignment and Subcontracting

22.1 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written approval of the 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 the 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 the 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 the City Council.

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 Good Faith Effort Plan in Exhibit B 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 City Council, as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

22.6 Contractor shall provide to City a SBEDA Compliance Report in accordance with Exhibit A.

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 herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Contractor. The Parties hereto understand and agree that the 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 the Contractor under this Agreement and that the Contractor has no authority to bind City.

Article XXIV SBEDA and Disadvantaged Business Requirements

24.1 DEFINITIONS

24.1.1 SBEDA Program. The City has adopted a Small Business Economic Development Advocacy Ordinance (the “SBEDA Program”), which is posted on the City’s Economic Development Department website and is also available in hard copy form upon request to the City. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this Agreement:

24.1.1.1 SBEDA Enterprise (“SE”) – A corporation, Limited Liability Company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise authorized to do business in the state of Texas and certified pursuant to SBEDA Program requirements.

24.1.1.2 Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.

24.1.1.3 Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE’s participation does not count toward the SE utilization goal.

24.1.1.4 SBEDA Plan – The Good Faith Effort Plan (“GFEP”), SBEDA Narrative, List of Subcontractors/Suppliers and executed Letters of Intent (all as applicable) that are submitted with Contractor’s submittal for this project Agreement, attached hereto and incorporated herein as Exhibit B.

24.2 **For this Agreement, the Parties agree that:**

- 24.2.1 The terms of the City’s SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the “SBEDA Program”) are incorporated into this Agreement by reference; and
- 24.2.2 The failure of Contractor or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this Agreement.

- 24.2.3 Failure of Contractor or any applicable SE to provide any documentation or written submissions required by the City Managing Department or SBEDA Program Office pursuant to the SBEDA Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this Agreement.
- 24.2.4 During the Term of this Agreement, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in Contractor's SBEDA Plan (Exhibit B) shall constitute a material breach of the SBEDA Program and this Agreement.
- 24.2.5 Contractor shall pay all suppliers and subcontractors identified in its SBEDA Plan (Exhibit B) in a timely manner for satisfactory work, pursuant to and as outlined in Section VII, Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to SBEDA Plan suppliers and subcontractors shall be submitted by Contractor to the City Managing Department. Failure to pay SEs in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this Agreement.

24.3 The Parties also agree that the following shall constitute a material breach of the SBEDA Program and this Agreement:

- 24.3.1 Failure of Contractor to utilize an SE that was originally listed at bid opening or proposal/SOQ submission to satisfy SBEDA Program goals in order to be awarded this Agreement, or failing to allow such SE to perform a Commercially Useful Function; or
- 24.3.2 Modification or elimination by Contractor of all or a portion of the scope of work attributable to an SE upon which the Agreement was awarded; or
- 24.3.3 Termination by Contractor of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker in order to be awarded the Agreement without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; or
- 24.3.4 Participation by Contractor in a Conduit relationship with an SE scheduled to perform work that is the subject of this Agreement.

24.4 Remedies for Violation of SBEDA Program. The Parties further agree that in addition to any other remedies the City may have at law or in equity, or under this Agreement for material breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the City shall be entitled, at its election, to exercise any one or more of the following remedies if the Contractor materially breaches the requirements of the SBEDA Program:

- 24.4.1 Terminate this Agreement for default;
- 24.4.2 Suspend this Agreement for default;
- 24.4.3 Withhold all payments due to the Contractor under this Agreement until such

violation has been fully cured or the Parties have reached a mutually agreeable resolution; and/or

- 24.4.4 Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the City pursuant to the Agreement, or from any other amounts due to the Contractor under the Agreement.
- 24.4.5 Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for Certification, and may suspend its participation from counting toward a project goal, based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.

The Parties agree that nothing in the SBEDA Program or that any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this Agreement.

The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

24.5 City Process for Exercising SBEDA Program Remedies. The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the City to exercise in the event a Contractor violates the SBEDA Program. The Managing Department Director shall make a recommendation regarding appropriate remedies to the City Manager or designee, who shall have final recommendation regarding the remedy to be exercised except for termination of the Agreement. If the recommended remedy is to terminate the Agreement, then the Managing Department Director or City Manager, or her designee, shall bring forward the recommendation to City Council for final determination.

24.6 Special Provisions for Extension of Agreements. In the event the City extends this Agreement without a competitive Bid process, the City Managing Department responsible for monitoring the Agreement shall establish the following, subject to review and approval by the SBEDA Program Manager:

- 24.6.1 A SBEDA Utilization Goal for the extended period; and
- 24.6.2 A modified version of the Good Faith Efforts ("Modified Good Faith Efforts Plan") set forth in the SBEDA Program Ordinance, as amended, if Contractor does not meet the SBEDA Utilization Goal; and

24.6.3 The required minimum Good Faith Efforts outreach attempts that Contractor shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the Agreement extension document. The Contractor entering into the extension shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to meet the SBEDA Utilization Goal. Failure to do so shall:

24.6.3.1 Subject Contractor to any of the remedies listed above; and/or

24.6.3.2 Result in resolicitation of the Agreement to be extended.

Article XXV Non Discrimination

25.1 The Contractor, in the execution of this Agreement, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin. The Contractor agrees that he/she will not engage in employment practices, which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, Contractor agrees that he/she will abide by all applicable terms and City "General Conditions" governing wages and labor standards and practices, established by City ordinance 60110, amended by City ordinance 71312, and provisions of the Nondiscrimination Clause and the Small and/or Minority Business Advocacy Clause as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office.

Article XXVI Conflict of Interest

26.1 Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 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: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

26.2 Pursuant to the Section above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

26.3 Contractor must disclose if it is associated in any manner with a City Official or employee in a business venture or business dealings. Failure to do so will constitute a violation of the City Ordinance No. 76933. To be "associated" in a business venture or business dealings includes being in a partnership or joint venture with the officer or employee, having a contract with the officer or employee, being joint owners of a business, owning at least 10% of the stock in a corporation in which a City officer or employee also owns at least 10%, or having an established business relationship as client or customer.

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 the City Council, as evidenced by passage of an ordinance.

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 the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this 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 Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder 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 provided herein.

29.2 Contractor shall secure and keep current all permits or licenses required by law, 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.

29.3 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director or his 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 hereunder, 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 herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this 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 by the City Manager or her designee 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 hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Article XXXIII Force Majeure

33.1 In the event that the performance by either Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either Party hereto, 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 or privy hereto, then such Party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, 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 the City of San Antonio, Bexar County, Texas or the U.S. District Court for the Western District of Texas.

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 the terms, conditions, provisions and obligations herein contained.

Article XXXVI Parties Bound

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

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: Contractor’s Good Faith Effort Plan (GFEP)
- 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 (Rev. 5/13/09)
- 38.1.7 EXHIBIT G: City’s Request for Proposals (RFP) for Audio Visual and Rigging Services
- 38.1.8 EXHIBIT H: Contractor’s Response to City’s RFP for Audio Visual and Rigging Services

Article XXXIX Entire Agreement

39.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto 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 hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XXVII, entitled “Amendments.”

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

WITNESS, the signature of the Parties hereto in multiple originals, this _____ day of _____, 20____, to be effective on this date.

CITY:
CITY OF SAN ANTONIO, a Texas municipal corporation

CONTRACTOR:

Name: _____
City Manager

Name: _____
Title: _____

Approved as to Form:

Name: _____
City Attorney

Attest:

Attest:

Name: _____
City Clerk

Name: _____
Title: _____

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 his designee.
Revised Good Faith Effort Plan	Details changes in the subcontractors, subcontracted amounts or percentages, or SBEDA certifications on Contractor’s Good Faith Effort Plan in Exhibit B.
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 10th 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.
Due Annually on Agreement Anniversary Date (beginning 2012)	
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 April 1st (beginning 2012)	
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 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.
Due Quarterly by the 10th of the Month Immediately Following each Quarter	
SBEDA Compliance Report	Details quarterly and year-to-date SBEDA utilization levels and good faith efforts.
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.
Reports, formats, increments and due dates to be approved by City and are subject to change by Director or his designee.	

Exhibit B – Contractor’s Good Faith Effort Plan

TO BE DETERMINED

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 building 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; understandign 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 damages shall be removed from service.
5. Drums, sheaves, and pulleys shall be smooth and free of surface defects that my 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 the 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 building 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 the 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, ect. 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 the 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 services 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. In layed 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 places 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 reeving 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 and arrangement approved by the manufacturer.
4. Grooved drums shall have the correct groove pitch for the diameter of the rope. The dept 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 Contractors’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 of making repairs, additions or alterations thereto or to the real property or to 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

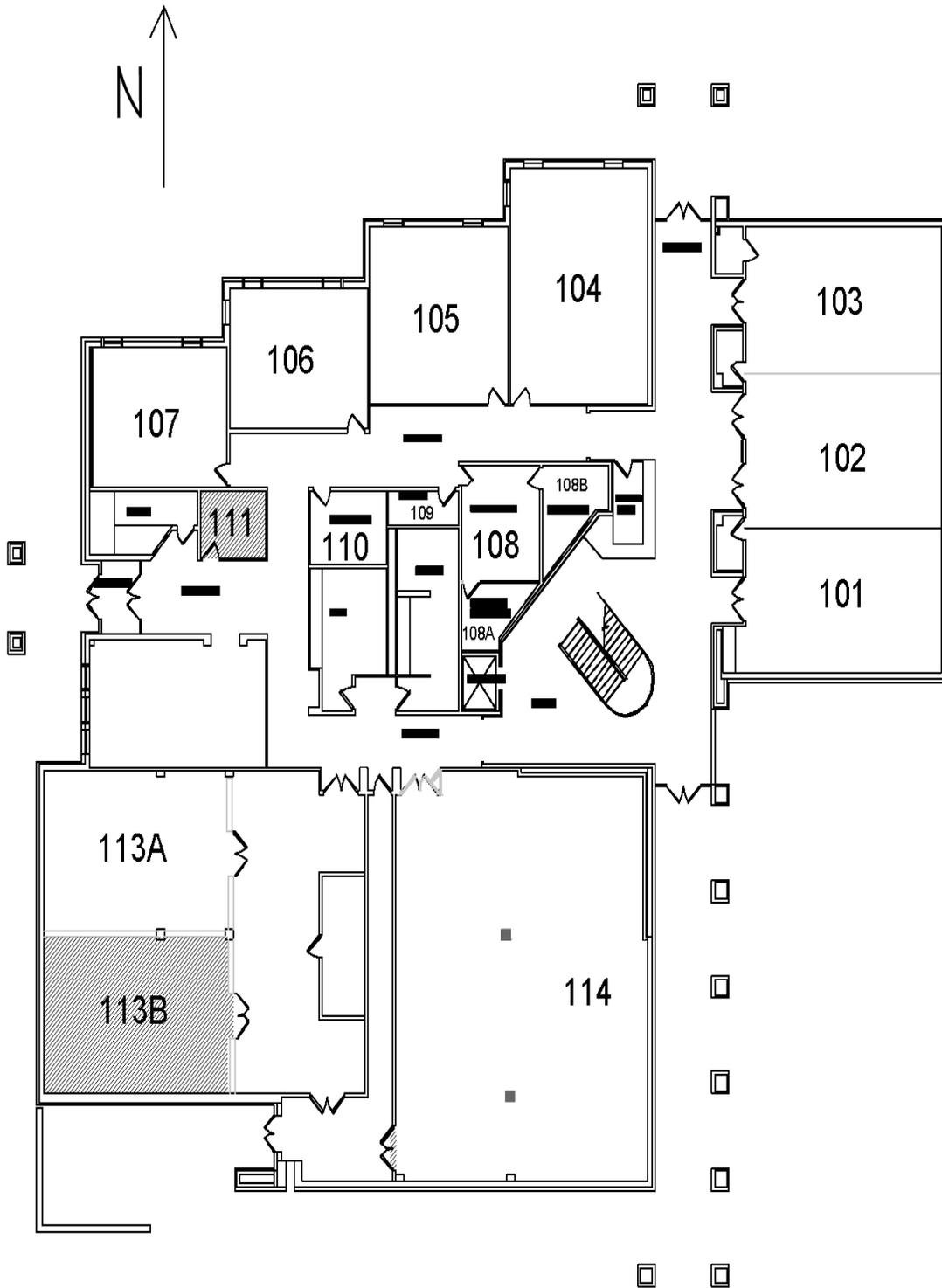
1. Any property of Contractor located on the Designated Spaces shall remain the property of Contractor and City agrees that Contractor shall have the right, provided Contractor is not in default under the terms of this Agreement, at any time, and from time to time, to remove any and all of its property 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 hereto 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 hereby covenants that Contractor, upon performing all covenants and agreements herein contained on 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.



Hemisfair Park



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 the 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 the 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 the 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 (Rev. May 13, 2009)

1. Alcoholic Beverages

Alcoholic beverages may be served within the facilities during certain events (i.e. dances, receptions). The RK Group LLC, the exclusive caterer and concessionaire, must provide the service and sale (concession) of food and beverage, including alcohol, for all events in the Convention Center and Lila Cockrell Theatre. Call (210) 225-4535 for more information. The RK Group LLC website is <http://www.therkgroup.com/>.

The RK Group must provide for the sale and distribution of alcohol at the Municipal Auditorium for public events with paid admission. For private events, or when the RK Group does not provide the alcohol service, Licensee must use an authorized caterer that has met the City’s requirements. Licensee may use a caterer of their choice as long as the caterer meets City requirements and enters into an agreement with the City. It is the responsibility of the Licensee to ensure that the caterer of choice completes the contract process with the City in sufficient time prior to the event to ensure the caterer can provide services at their event. See website for a current listing of authorized caterers. Contact the Booking and Services Division or your assigned Event Services Coordinator 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 You Own Bottle) functions are not permitted in the facilities.

The service or sale of alcohol to minors is prohibited by law.

2. Animals

With the exception of 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 Event Services Coordinator for the specified event.

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

1. Use of a protective coating (i.e. plastic or visquine) to protect floors, columns, and any facility equipment.
2. Use of some type of absorbent (i.e. saw dust or fire retardant wood shavings) within the pens and around columns.
3. Provision of curbing or bike rack to contain animals.
4. Supervision of animals at all times.
5. 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 Event Services Coordinator for more information.

See also “Garden Displays”, “Live Animals”, and “Pets”

3. Audio Visual (AV)

The facilities’ exhibit halls, meeting rooms, Lila Cockrell Theatre, and Municipal Auditorium 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. AV requirements need to be coordinated through PSAV Event Services, the preferred Contractor, or through another AV Contractor. PSAV can be contacted at (210) 308-0182 or by visiting www.psav.com. Licensee or other AV Contractor may patch into house sound systems for a fee and under the supervision of a facilities’ technician or PSAV Event Services. A facility stage technician must be on-duty for all event hours when the Lila Cockrell Theatre or Municipal Auditorium’s sound systems and/or equipment will be used. Regular hours of operation for facility staff are 7:45am – 4:30pm, Monday through Friday, 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 7:45am and after 4:30pm, Monday – Friday. Overtime rates also apply on weekends and City holidays. Any other AV equipment (i.e. screens, projectors) can be obtained through **PSAV Event Services**, or any AV contractor.

See also “Event Staff”, “Lila Cockrell Theatre”, “Municipal Auditorium”, “Overtime Policies” and “Sound”

4. 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 (i.e. car 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.

5. Balloons

Helium balloons are not allowed in any part of the Convention Center or Lila Cockrell Theatre, either for display or for sale. Helium balloons are permitted in the lower level of Municipal Auditorium only. 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”

6. Badge Recycling

The Convention Facilities has several badge recycling bins where attendees may deposit their badges at the end of the event. This service is available upon request. Please contact your assigned Events Services Coordinator for more information.

7. Badge/Door Monitors

See “Event Staff.”

8. Banners

With prior approval by the facilities' Director event-related banners may be displayed in various locations inside and outside of the Convention Center and Lila Cockrell Theater only. Outside banners are prohibited at the Municipal Auditorium. 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 installation/rigging of banners must be performed by your general services contractor (decorator) or another approved source. 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 Event Services Coordinator for more information.

See also "Draping", "Fire Marshal" and "Hanging"

9. Box Office

See "Ticketing"

10. Business Center Services

The exclusive service Contractor for the Convention Center, The UPS Store, provides all business center services. For more information on specific services and arrangements, please call 210-258-8950, or email store4180@theupsstore.com. The UPS Store website is <http://www.theupsstore.com/4180.htm>.

11. Carpet Tape

See "Tape"

12. 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"

13. Casino Functions

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

14. Catering

The RK Group LLC, the exclusive caterer and concessionaire, must provide catering services for all events in the Convention Center and Lila Cockrell Theatre. Call (210) 225-4535 for more information. The RK Group LLC website is <http://www.therkgroup.com/>.

At the Municipal Auditorium Licensee must use an authorized caterer that has met the City's requirements. Licensee may use a caterer of their choice as long as the caterer meets City requirements and enters into an agreement with the City. It is the responsibility of the Licensee to ensure that the caterer of choice completes the contract process with the City in sufficient time prior

to the event to ensure the caterer can provide services at their event. See website for a listing of current authorized caterers. Contact the Booking and Services Division or your assigned Event Services Coordinator for more information.

15. Chalkboards

Depending upon availability, chalkboards or combination corkboards/chalkboards are available at the facility at no charge. The Licensee must make the appropriate arrangements through your assigned Events Services Coordinator.

16. Change-Overs/Set-Ups

Meeting room rental includes one (1) setup per day. Additional setups or change-overs during the same rental day are charged at labor and equipment rates in effect at time of event.

17. Concessions (Food and Beverage Concession Stands)

The RK Group LLC, the exclusive caterer and concessionaire, must provide food and beverage concession services for all events in the Convention Center and Lila Cockrell Theatre. Call (210) 225-4535 for more information. The RK Group LLC website is <http://www.therkgroup.com/>.

The RK Group must also provide food and beverage service at the Municipal Auditorium for public events with paid admission. For private events, or when the RK Group does not provide the service, Licensee must use an authorized caterer that has met the City's requirements. Licensee may use a caterer of their choice as long as the caterer meets City requirements and enters into an agreement with the City. It is the responsibility of the Licensee to ensure that the caterer of choice completes the contract process with the City in sufficient time prior to the event to ensure the caterer can provide services at their event. See our website for a listing of current authorized caterers. Contact the Booking and Services Division or your assigned Event Services Coordinator for more information.

18. Confetti

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

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

19. 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.

20. 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, 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.

21. 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), tile (i.e. certain common areas), or parquet (i.e. ballrooms A and B) is prohibited. Dance floors can not be placed on risers nor can be used outdoors.

22. 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.

23. Decals

See "Stickers"

24. 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, Sports, and Entertainment 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 your 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"

25. Docks

See “Loading Docks”

26. Draping

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.

See also “Banners”, “Fire Marshal”, and “Hanging”

27. 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 exclusive business center services Contractor for the Convention Center, The UPS Store, may also be able provide drayage services. For more information on specific services and arrangements, please call 210-258-8950, or email store4180@theupsstore.com. The UPS Store website is <http://www.theupsstore.com/4180.htm>.

28. Electricity

The facilities do not provide electricity for Licensees or exhibitors. The facilities’ exclusive temporary utility services Contractors must be used for power, lighting, compressed air, water and drain lines, fill and drain services, natural gas lines and gas cylinders, and associated labor. The list of approved Contractors may be obtained from the facilities website at www.sanantonio.gov/convfac. If there is not a sufficient number of outlets in the facilities’ meeting rooms Licensee is responsible for obtaining additional electrical service through the facilities’ approved list of temporary utility services Contractors.

29. 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.

30. 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 rented to another party for the same dates. Although the facilities will

make every effort to rent the space, the Licensee understands that the facilities are under no obligation to rent the space.

Contact your assigned Booking and Services Coordinator for more information.

31. Event Personnel

Rental fees do not include event personnel. 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 require the use of qualified ushers. Contact your assigned Event Services Coordinator for more information and a list of vendors or visit the facilities' website at www.sanantonio.gov/convfac.

See also "Event Staff", "Guard Services", "Security" and "Ushering"

32. Event Staff

Licensee is responsible for security in the form of off-duty San Antonio Police Department (SAPD) officers for certain events including public events, dances, and events in which alcohol is served, overnight security, move-in/move-out, and the use of 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 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 require the use of qualified ushers. Licensee is responsible for contracting with an Event Staffing contractor for these services. Contact your assigned Event Services Coordinator for more information and a list of vendors or visit the facilities' website at www.sanantonio.gov/convfac.

See also "Event Staff", "Guard Services", "Security" and "Ushering"

33. Exclusive and Preferred Services

The following are services provided within the facilities, some of which are exclusive or preferred. Licensee shall not contract any services which conflict with or violate the terms of these existing agreements.

Audio/Visual (preferred)	PSAV Event Services (<i>formerly</i> AVHQ) (210) 308-0182 http://www.psav.com
Business Center Services (<i>exclusive</i>)	The UPS Store (210) 258-8950 http://www.theupsstore.com/4180.htm
Catering (<i>exclusive</i>), (Convention Center & Lila Cockrell Theatre only)	The RK Group LLC (210) 225-4535 www.therkgroup.com
Catering (<i>non-exclusive</i>)	Licensee can use caterer from list of

(Municipal Auditorium only)	authorized caterers or caterer of choice. All caterers must meet City requirements and enter into an agreement with the City. For more information contact your assigned Booking & Services Coordinator or visit our website at http://www.sanantonio.gov/convfac
Concessions (exclusive)	The RK Group LLC (210) 225-4535 http://www.therkgroup.com/
Security (exclusive)	San Antonio Police Department (SAPD) Off-Duty Employment Unit (ODEU) (210) 207-7020
Novelties (exclusive) (Convention Center and Lila Cockrell Theatre only)	The RK Group LLC (210) 225-4535 http://www.therkgroup.com/
Novelties (exclusive) (Municipal Auditorium only)	River City Merchandising (210) 654-4447
Telecommunications (exclusive)	Smart City Networks (210) 258-8900 http://www.smartcity.com
Ticketing (exclusive)	Ticketmaster LLC (210) 525-1100 http://www.ticketmaster.com
Utilities (exclusive) (power, lighting, compressed air, water and drain lines, fill and drain services, natural gas lines, and gas cylinders, and associated labor)	Edlen Electrical Exhibition Services (210) 662-9450 http://www.edlen.com Freeman Electrical Services (210) 227-0341 http://www.freemanco.com Harper Wood Electric Co. (210) 223-2495 http://www.hwe.com

34. 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.

35. 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.

36. 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 must have 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”

37. 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 as a result of violations of this policy.

38. Floor Plans/Exhibit Layouts

Exhibit floor plans/layouts must be submitted to your assigned Event 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.

The facilities will not accept alterations to floor plans for meetings, dances, or banquets less than 72 hours prior to the event. Licensee is responsible for any additional equipment and/or labor resulting from alterations to plans.

See also “Fire Marshal”

39. Food & Beverage

The facilities reserve all rights with respect to food and beverage services.

The RK Group LLC is the exclusive caterer for the Convention Center and Lila Cockrell Theatre and is the exclusive concessionaire for all facilities. No other food or beverage that is not provided by the RK Group LLC is allowed in the Convention Center or Lila Cockrell Theatre. No other food or beverage that is not provided by either the RK Group LLC as the exclusive concessionaire or an approved caterer is allowed in the Municipal Auditorium. At the Municipal Auditorium Licensee must use an authorized caterer that has met the City’s requirements. Licensee may use a caterer of their choice as long as the caterer meets City requirements and enters into an agreement with the City. It is the responsibility of the Licensee to ensure that the caterer of choice completes the contract process with the City in sufficient time prior to the event to ensure the caterer can provide services at their event. See website for a listing of current authorized caterers. Contact the Booking and Services Division or your assigned Event Services Coordinator for more information.

See also “Catering” and “Concessions”

40. Food Shows

Licensee is responsible for providing food waste containers for exhibitors. 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. Licensee is responsible for obtaining these items through their general services contractor (decorator) or one of the exclusive utilities contractors. Licensee is responsible for coordinating the donation of excess food to third parties.

41. 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.

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

42. Garbage

See "Trash Removal"

43. Garden Displays

For exhibits containing soil, humus, or similar materials a protective coating of plastic or visquine 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", "Live Animals" and "Pets"

44. 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 and colors 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; table-top linens or linens for oval tables; skirting of additional 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 Contractor. All other services are at additional cost.

Services which entail additional fees include, but are not limited to: additional labor (i.e. sound technicians) at the overtime rate in effect at time of event; special labor for specific items (i.e., special staging, supplemental lighting and sound, food and beverage distribution, and audio/visual). In order to minimize Licensee costs and ensure an efficient setup, Licensee should provide their assigned Event Services Coordinator with all setup requirements as soon as possible prior to the event.

Only a minimum number of work lights are utilized during move-in/move-out. At the discretion of the Event 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 Event Services Coordinator and will be subject to additional charges.

Please contact your assigned Event Services Coordinator for more information.

See also “Exclusive and Preferred Services” and “Service Contractors”

45. 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.

See also “Free Items”, “Raffles” and “Samples”

46. 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”

47. 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 through the San Antonio Police Department’s (SAPD) Off-Duty Employment Unit (ODEU) for certain events, including dances and events in which alcohol is served, overnight security, move-in/move-out, and the use of Convention Way and Bowie St. drop-off. The facilities do not provide additional security for trade show or entertainment events. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements. Contact the assigned Event Services Coordinator for more information and a list of vendors or visit the facilities’ website at www.sanantonio.gov/convfac.

See also “Event Staff”, “Security”, and “Police Officers”

48. 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.

49. Hanging

Exhibit halls in the Convention Center have specific approved hanging points for exhibitors and decorators. With prior approval by the facilities' Director event-related and professionally-printed banners and signs may be displayed in various locations inside and outside of the Convention Center and Lila Cockrell Theater only. Outside banners are prohibited at the Municipal Auditorium. 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 installation/rigging of banners must be performed by your general services contractor (decorator) or another approved source. 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 Event Services Coordinator for more information.

See also "Banners", "Draping", and "Fire Marshal"

50. Helium Balloons

Helium balloons are not allowed in any part of the Convention Center or Lila Cockrell Theatre, either for display or for sale. Helium balloons are permitted in the lower level of Municipal Auditorium only. 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"

51. 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 coverages and liability limits as specified in the contract.

<u>TYPE</u>	<u>AMOUNT</u>
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):	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperties <u>D</u> amage of \$1,000,000 per occurrence
a. Premises and Operations	
* b. Independent Contractors	\$2,000,000 aggregate or its equivalent in
c. Personal Injury Liability	Umbrella or Excess Liability Coverage
d. Contractual Liability	
e. Products/completed operations	
* f. Explosion, Collapse, Underground	
g. Broad Form Property Damage, to include Fire Damage Legal Liability	
* where the exposure exists	
4. Business Automobile Liability	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury

- a. Owned/leased vehicles
 - b. Non-Owned vehicles
 - c. Hired vehicles
- 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 Policy (TULIP). Contact the Booking and Services Division for more information.

52. Keys

Keys are available for certain office spaces and meeting rooms within the facilities. A deposit is required for each key issued. Licensee is responsible for all lost or unreturned keys issued to Licensee or any of its agents or representatives.

See also “Security”

53. 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”

54. 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 Convention Facilities.

55. 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 and Municipal Auditorium are 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 the facilities’ preferred audio/visual Contractor, PSAV Event Services, or the facilities’ exclusive temporary utility service Contractors. PSAV Event Services can be contacted at (210) 308-0182 or by visiting www.psav.com. The list of approved Contractors may be obtained from the facilities website at www.sanantonio.gov/convfac.

For special lighting requirements in the Lila Cockrell Theatre and Municipal Auditorium please contact your assigned Event Services Coordinator.

See also “Electricity”, “General Services”, “Lila Cockrell Theatre” and “Municipal Auditorium”

56. 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 Event Services Coordinator 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, and on holidays and weekends.

The RK Group LLC, the exclusive caterer and concessionaire, must provide catering services and novelty sales for all events in the Lila Cockrell Theatre. Call (210) 225-4535 for more information. The RK Group LLC website is <http://www.therkgroup.com/>.

Food and beverage are allowed only in the lobby and backstage areas and not in the main auditorium.

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 Event Services Coordinator for more information and a list of vendors or visit the facilities' website at www.sanantonio.gov/convfac.

Licensee is responsible for security in the form of off-duty San Antonio Police Department (SAPD) officers at certain events, including dances and events in which alcohol is served. The final number of officers is determined solely by the SAPD Off-Duty Employment Unit (ODEU) based on event requirements. SAPD ODEU must be used for all overnight security, move-in/move-out, and use of Convention Way and Bowie St. drop-off. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.

Licensees must use the facilities' exclusive ticketing Contractor, Ticketmaster LLC, for all ticketed events.

See also "Lighting", "Electricity", "Catering", "Concessions", "Novelties", "Exclusive and Preferred Services", "Food and Beverage", "Event Staff", "Event Personnel", "Security", "Guard Services", "Ushering", and "Ticketing"

57. 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.

58. Live Animals

For exhibits containing pens or enclosures containing live animals, a protective coating of plastic or visquine 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. Licensee is responsible for obtaining the prior written approval of the facilities' director for the exhibition of live animals.

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

59. 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 (OEDU) for traffic control and access. Licensee can contact the SAPD OEDU directly at (210) 207-7020 for more information or to make arrangements.

Licensee is required to contact their assigned Event Services Coordinator for dock access at the Municipal Auditorium.

See also "Move-In/Move-Out"

60. 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 Logo. The use of the City of San Antonio or Convention Facilities logo in any brochures, advertisements, or other publicity must be approved in advance by the Director of Convention Facilities.

61. 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).

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; table-top linens or linens for oval tables; skirting of additional 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 Contractor. All other services are at additional cost.

Please contact your assigned Event Services Coordinator for more information.

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

62. 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 provided.

63. 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 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 Contractor (decorator).

See also "Loading Docks"

64. Municipal Auditorium

The Municipal Auditorium is located away from the Convention Center complex and, as such, the policies may differ. Please contact your assigned Event Services Coordinator for more information.

The Municipal Auditorium is equipped with stage lighting and a state-of-the-art digital sound system. Licensee should contact their assigned Event Services Coordinator 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, and on holidays and weekends.

The RK Group LLC is the exclusive concessionaire for all facilities. No other food or beverage that is not provided by either the RK Group LLC as the exclusive concessionaire or an approved caterer is allowed in the Municipal Auditorium. At the Municipal Auditorium Licensee must use an authorized caterer that has met the City's requirements. Licensee may use a caterer of their choice as long as the caterer meets City requirements and enters into an agreement with the City. It is the responsibility of the Licensee to ensure that the caterer of choice completes the contract process with the City in sufficient time prior to the event to ensure the caterer can provide services at their event. See website for a listing of current authorized caterers. Contact the Booking and Services Division or your assigned Event Services Coordinator for more information.

Food and beverage are allowed only in the lobby, backstage and downstairs areas and not in the main auditorium.

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 Event Services Coordinator for more information and a list of vendors or visit the facilities' website at www.sanantonio.gov/convfac.

Licensee is responsible for security in the form of off-duty San Antonio Police Department (SAPD) officers at certain events, including dances and events in which alcohol is served. The final number of officers is determined solely by the SAPD Off-Duty Employment Unit (ODEU) based on event requirements. SAPD ODEU must be used for all overnight security and move-in/move-out. Licensee can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.

River City Merchandising, the exclusive novelty sales Contractor, must provide novelty sales for all events in the Municipal Auditorium. Call (210) 654-4447 for more information.

Licensees must use the facilities' exclusive ticketing Contractor, Ticketmaster LLC, for all ticketed events.

See also "Lighting", "Electricity", "Catering", "Concessions", "Novelties", "Exclusive and Preferred Services", "Food and Beverage", "Event Staff", "Event Personnel", "Security", "Guard Services", "Ushering", and "Ticketing"

65. Nails

See "Staples/Tacks/Nails"

66. Natural Gas

Natural Gas is not available. Gas cylinders may be available through the facilities' exclusive temporary utility services Contractors, subject to approval by the facilities and the City's Fire Marshal. Please contact your assigned Event Services Coordinator for more information.

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

67. 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.

68. 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 LLC is the exclusive novelty sales Contractor for public events with paid admission at the Convention Center and Lila Cockrell Theatre. Call the RK Group LLC at (210) 225-4535 for more information or visit their website at <http://www.therkgroup.com/>.

River City Merchandising is the exclusive novelty sales Contractor for the Municipal Auditorium. Call River City Merchandising at (210) 654-4447 for more information.

69. Overtime Policies

A facility stage technician must be on-duty for all event hours when the Lila Cockrell Theatre or Municipal Auditorium's sound systems and/or equipment will be used. Regular hours of operation for facility staff are 7:00am – 6:00pm, Monday through Friday, 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 7:00am and after 6:00pm, Monday – Friday. Overtime rates also apply on weekends and City holidays.

See also “Audio/Visual (AV)” and “General Services”

70. Painting

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

71. 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 Event Services Coordinator for more information.

72. 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, Sports, and Entertainment 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 Event Services Coordinator. Deposits must be returned in a timely manner by the due date stipulated in order to ensure your 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”

73. Permits

See “Licenses/Permits/Taxes”

74. Pets

With the exception of 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 Event 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.

Please contact your assigned Event Services Coordinator for more information.

See also “Animals”, “Garden Displays” and “Live Animals”

75. 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 visquine 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”

76. 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, dances, and events in which alcohol is served, overnight security, move-in/move-out, and the use of 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.

See also “Event Staff”, “Guard Services” and “Security”

77. Posters/Signage

With prior approval by the facilities Director event-related and professionally-printed banners, posters and signs may be displayed in various locations inside and outside of the Convention Center and Lila Cockrell Theater only. Outside banners are prohibited at the Municipal Auditorium. 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 installation/rigging of banners must be performed by your general services contractor (decorator) or another approved source. 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 Event 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 “Banners” and “Hanging” herein, all other 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. at the conclusion of their event. This policy applies to posters, signage, etc. within 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”, and “Hanging”

78. Propane

Please refer to the Fire Regulations Packet.

See also “Natural Gas”, “Exclusive and Preferred Services” and “Utility Services”

79. 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 Event Services Coordinator for more information.

See “Free Items”, “Give-Aways” and “Samples”

80. Recycling

The facilities recycle various items and materials including cardboard, aluminum, and pallets, and donates unused prepared food to local food banks and charities. Contact your assigned Event Services Coordinator for more information.

81. 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.

See also “Deposits”, “Lease”, “Payments” and “Rental Rates”

82. 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.

83. 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”

84. 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-Filled Eggs)”, “Confetti” and “Glitter”

85. Rigging

Licensee is responsible for utilizing a qualified general services contractor (decorator), audio/visual Contractor, or rigging Contractor for all rigging requirements including lighting, sound, etc. Licensee shall comply with the facilities’ rigging guidelines and rigging plots/diagrams delineating rigging points and loads.

For more information please contact your assigned Event Services Coordinator.

86. Risers/Staging

At additional cost the facilities can provide up to 48” high risers/staging, depending on quantity and availability. Licensee is responsible for obtaining taller riser/staging requirements from a contractor.

87. 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”, “Give-A ways” and “Raffles”

88. 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, and events in which alcohol is served, overnight security, move-in/move-out, and the use of 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 require the use of qualified ushers. Licensee is responsible for contracting with an Event Staffing contractor for these services. Contact your assigned Event Services Coordinator for more information and a list of vendors or visit the facilities’ website at www.sanantonio.gov/convfac.

Keys are available for certain office spaces and meeting rooms within the facilities. A deposit is

required for each key issued. Licensee is responsible for all lost or unreturned keys issued to Licensee or any of its agents or representatives.

See also "Event Staff", "Event Personnel", "Guard Services", "Keys" and "Police Officers"

89. Service Contractors

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

Contact your assigned Event Services Coordinator for more information on general service contractors (decorators) and other outside contractors or visit the facilities' website at www.sanantonio.gov/convfac.

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

90. Signage

See "Posters/Signage"

91. Skirting

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

Room rental does not include table-top linens or linens for oval tables, or skirting of additional tables. Additional tables for catering service and oval table-top linens are available through the facilities' catering Contractor. Skirting for exhibitor tables must be obtained through the general services contractor (decorator).

Please contact your assigned Event Services Coordinator for more information.

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

92. Sound

The facilities' exhibit halls, meeting rooms, Lila Cockrell Theatre, and Municipal Auditorium 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. AV requirements need to be coordinated through PSAV Event Services, the preferred Contractor, or through another AV Contractor. PSAV can be contacted at (210) 308-0182 or by visiting www.psav.com. Licensee or other AV Contractor may patch into house sound systems for a fee and under the supervision of a facilities' technician or PSAV Event Services. A facility stage technician must be on-duty for all event hours when the Lila Cockrell Theatre or Municipal Auditorium's sound systems and/or equipment will be used. Regular hours of operation for facility staff are 7:30am – 4:30pm, Monday through Friday, 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 7:45am and after 4:30pm, Monday – Friday. Overtime rates also apply on weekends and City holidays. Any other AV equipment (i.e. screens, projectors) can be obtained through **PSAV Event Services**, or any AV contractor.

See also "Audio/Visual (AV)", "Event Staff", "Lila Cockrell Theatre", "Municipal Auditorium",

and “Overtime Rates”

93. Spray Paint

See “Painting”

94. Stage Hands

Licensee is responsible for utilizing a qualified Contractor for all stage hand requirements including rigging, lighting, sound, etc. Stage hand requirements can be coordinated through PSAV Event Services, the preferred Contractor, or through another AV Contractor.

See also “Event Staff”, “Event Personnel”, “General Services”, “Lila Cockrell Theatre”, “Municipal Auditorium” and “Rigging”

95. Staples/Tacks/Nails/Screws

The use of staples, tacks, hangers, nails, screws, bolts, etc. on any floor, wall, door, column, ceiling, table, chair, 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.

96. Stickers/Decals/Adhesives

The use of any type of stickers, decals, or adhesives on any floor, wall, door, column, ceiling, table, chair, 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”

97. Tape

The use of double-sided tape on any floor, wall, door, column, ceiling, table, chair, 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, tile and parquet wood floors. 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 Event Services Coordinator for more information.

98. Taxes

See” Licenses/Permits/Taxes”

99. Telecommunications/Data

The facilities do not provide telecommunications services. Licensees and exhibitors must utilize the facilities’ exclusive Contractor, Smart City, for all telecommunications services. Smart City can be contacted at (210) 258-8900 or visit their website at www.smartcity.com.

See also "Exclusive and Preferred Services"

100. Television Monitors/Cable T.V.

In order to utilize televisions using electricity in the exhibit halls or other areas where power is not available Licensees or exhibitors must utilize one of the facilities' exclusive temporary utility services Contractors to provide power. Televisions may be rented through the facilities' preferred audio/visual Contractor, PSAV Event Services, or another audio/visual Contractor. PSAV Event Services can be contacted at (210) 308-0182 or by visiting www.psav.com. Cable television service is available within the facilities and be accessed through Time Warner Cable at (210) 244-0500 or by visiting <http://www.timewarnercable.com>.

101. Theatre

See "Lila Cockrell Theatre"

102. Ticketing

The facilities exclusive Contractor for ticketing services is Ticketmaster LLC. Ticketmaster can be contacted at (210) 525-1100 or at www.ticketmaster.com.

See also "Lila Cockrell Theatre", "Municipal Auditorium" and "Exclusive and Preferred Services"

103. 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.

104. 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 inordinate amount of debris (i.e. stage sets) is discarded in these dumpsters. The facilities recycle crates and pallets. 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. Additional fees will be incurred by Licensee for removal of any other trash.

105. Truck Docks

See "Loading Docks"

106. 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.

107. Ushers

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

See also "Event Personnel" and "Event Staff"

108. Utility Services

The facilities do not provide event utilities such as power, lighting, compressed air, water and drain lines, fill and drain services, natural gas lines and gas cylinders, and associated labor. Licensee is responsible for utilizing one of the facilities' exclusive temporary utility services Contractors for these services. The list of Contractors may be obtained from the facilities website at www.sanantonio.gov/convfac. For more information contact your assigned Event Services Coordinator.

See also "Electricity", "Natural Gas", "Propane" and "General Services"

109. Water Service

Room rental includes water service at head table only. Room rental does not include water service at additional tables. Additional water service is available for a fee. Please contact your assigned Event Services Coordinator for more information.

See also "General Services" and "Meeting Room Service"

Exhibit G – City’s Request for Proposals (RFP) for Audio Visual and Rigging Services

Exhibit H – Contractor’s Response to City’s RFP for Audio Visual and Rigging Services

TO BE DETERMINED