LB
03/06/14
Item No. 16

AN ORDINANCE 2014-03-06-0129

AUTHORIZING A LICENSE AGREEMENT WITH AFL TALONS, LLC, TO HOST SAN ANTONIO TALONS ARENA FOOTBALL LEAGUE GAMES IN THE ALAMODOME.

* * * * *

WHEREAS, the City originally negotiated an agreement with Gameplan Wealth Acquisition Partners, LLC, previous owners of the San Antonio Talons Arena Football League team ("Talons"), to play its home football games in the Alamodome; and

WHEREAS, in March 2012, David Lynd, CEO of Lynd Sports Group dba LS Talons SA, LLC, bought majority interest in the team and began overseeing all business operations of the Talons; and

WHEREAS, the Arena Football League has taken over the Talons, requiring a new license agreement for the upcoming 2014 season; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of a license agreement with AFL Talons, LLC to host San Antonio Talons Arena Football League games in the Alamodome are authorized and approved. The City Manager, or her designee, is authorized to execute the License Agreement. A copy of the License Agreement, previously executed by AFL Talons, LLC, is attached to this Ordinance as **Exhibit I**.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 29016000, Internal Order 245000000030 and General Ledger 4407231.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

LB
03/06/14
Item No. 16

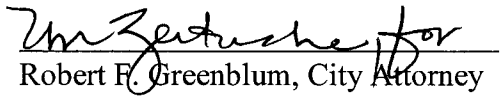
PASSED AND APPROVED this 6th day of March, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Robert F. Greenblum, City Attorney

Agenda Item:	**16**
Date:	03/06/2014
Time:	10:16:29 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a License Agreement with AFL Talons, LLC, to host the Arena Football League Talons games in the Alamodome
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit I

Contract No. 8962

CITY OF SAN ANTONIO
CONVENTION & SPORTS FACILITIES

ALAMODOME LICENSE AGREEMENT

Arena Football League Games

March 2014 – August 2014

Two One-Year Options
March – August 2015
March – August 2016

THIS AGREEMENT, dated this 19th day of Feb, 2014 by and between City of San Antonio, Texas, a municipal corporation of the State of Texas, acting by and through its General Manager of the Alamodome/Convention and Sports Facilities, or his/her designee, hereinafter called "CITY" and AFL Talons, L.L.C., hereinafter called "LICENSEE", located at 640 N. LaSalle Street, Suite 557, Chicago Illinois, 60654, to set forth the agreements, covenants and provisions set forth herein.

WITNESSETH:

Recitals

WHEREAS, CITY is the owner and operator of the Alamodome Stadium in San Antonio, Texas, and,

WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use the Alamodome for presentation of the Arena Football League ("AFL") Talons ("Talons") games and all related activities.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE ONE

Definitions

All words in this Agreement bearing initial capitals, other than proper nouns, section headings, or words required to be capitalized for proper usage, are defined terms and shall have the meanings specifically assigned to them in this article.

As used in this Agreement, the following terms and words are hereby defined as follows:

1.1 Alamodome means the multi-purpose domed stadium, located in San Antonio, Texas, providing approximately 160,000 square feet of gross floor space, seating for approximately 65,000 people, and the northeast, southeast and south parking lots, operated by CITY and situated at 100 Montana Street. Areas reserved to others are excluded; specifically the Alamodome Executive Suites, certain Club Seats, Administration Offices, and such other areas as are reserved by third parties under contract with CITY.

1.2 Alamodome Video Wall System and Scoreboard means the electronic color video display screens, scoreboards, and message boards located in the interior of the Alamodome.

1.3 Building License Payment shall mean the rental cost to LICENSEE for the use of the Alamodome for the Event.

1.4 Catered Event shall mean any event, assembly, function or similar gathering for which LICENSEE requests CITY'S Licensed Caterer to provide Catering Services.

1.5 Catering Services shall mean the service of food and/or beverage (but excluding service in the Sports Club, concession services and restaurant operation) in the Alamodome and at areas outside the Alamodome first approved by CITY in writing, where the selection, quantity, quality, location and/or presentation of food and beverage items to be offered for sale or service is determined by LICENSEE.

1.6 CITY means San Antonio, a municipal corporation of the State of Texas.

1.7 Communication System/Services means audio, video and cablecast, and voice and data systems and other miscellaneous communication equipment on the Alamodome property. Alamodome Communications is the sole provider of Communication Services. The term "Communication System" does not include the public address system and the sound system in the Alamodome.

1.8 Concessions shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, or through vendors "hawking" products to event attendees where the attendee pays the food or beverage server at the time of sale, unless such sales are (i) from cash bars where Catering Services are provided, or (ii) LICENSEE subsidizes at least fifty percent (50%) of the costs of such food and beverage so that the attendee pays significantly below retail price, in the Executive Suites, Club Premises or on Club Level, except the South Club Eyebrow.

1.9 Egress means the exit from the stadium of people attending the event or moving out of an event.

1.10 Event means the Talons games and related activities.

1.11 Event Settlement Statement means a statement, to be transmitted by CITY to LICENSEE, setting forth the total License fee and additional services cost to be paid by LICENSEE to CITY under the terms of this Agreement.

1.12 Facility Access Fee means a fee which shall be added to the price of each event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value, or discounted, in accordance with authority granted by City Council, currently set by Ordinance No. 78728 adopted on September 15, 1993.

1.13 General Manager of the Alamodome/Convention and Sports Facilities means the General Manager of the Alamodome/Convention and Sports Facilities or his/her designee.

1.14 Ingress means the entry of people having tickets or other valid authorization for entry into the stadium to attend an event, or the moving in of an event.

1.15 LICENSEE means AFL Talons, L.L.C.

1.16 Renewal and Improvement Fee means a $0.50 fee which shall be added to the price of each event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value or discounted, in accordance with authority granted by City Council, currently set by Ordinance No. 99744, adopted on September 16, 2004.

1.17 Term means the period of this Agreement set forth in Article Three.

1.18 Ticket Sales means gross revenues derived from paid attendance to the Event during the Term of the Agreement less any applicable taxes.

1.19 Ticket Distribution Plan means the distribution and delivery of Event tickets as designated by LICENSEE.

1.20 Use Days means total number of days utilized by LICENSEE under the terms of this Agreement.

1.21 Suites shall mean the private luxury suites located on the Club Level of the Alamodome.

ARTICLE TWO

Scope

2.1 Scope of Event. The Event shall be the Talons' games and shall include all home games in the Alamodome including without limitation, regular and post season games and the related activities. Prior to each season, LICENSEE shall provide to CITY an annual Scope of the Event, which shall be subject to approval by CITY. It is understood by LICENSEE that the Event shall include only the activities set forth in each annual Scope of Event and any changes must receive the prior written approval of the Alamodome. If changes to Scope of Event are made by LICENSEE without prior Alamodome approval, CITY, at its option, shall have the right to terminate the license agreement and LICENSEE shall forfeit, as liquidated damages, the security deposit as stipulated in Paragraph 4.2 (b).

2.2 Scope of Use. The following areas will be used for the purpose of the Talons' games: all field level areas, Plaza level seating, Club level seating, home and visitor locker rooms and upon LICENSEE'S request Upper level seating and dasher boards can be made available. The seating configuration is depicted in Exhibit A, which is attached to and incorporated into this Agreement. CITY shall provide storage for all field equipment, game operations equipment and any other items necessary to stage a game. In addition, CITY shall provide 984 square feet in North Locker Room for LICENSEE's use for storage during the applicable AFL season. If any additional storage space is needed by LICENSEE, LICENSEE will be responsible for any costs associated for acquiring the storage space.

Set-up is in the Modified North Arena configuration (Exhibit A).

2.3 Changes in Scope. Should LICENSEE elect to change the format of the Event from the collective uses outlined throughout this Agreement without prior Alamodome approval, CITY, at its option, shall have the right to terminate this Agreement.

2.4 Office Space. CITY shall provide office space for LICENSEE's use during the term of this Agreement at a location within the Alamodome to be designated by CITY. LICENSEE shall be responsible for all telephone and technology costs associated with the use of this office space. The use of such office space shall automatically terminate upon the termination of this Agreement.

ARTICLE THREE

Term

3.1 Term. The term of this Agreement shall be a one year Agreement with two one-year options per the AFL Arena Date Availability Form submitted annually. CITY and LICENSEE shall select nine (9) Event days in accordance to the schedule below:

March – August, 2014

One-Year Options
March – August 2015
March – August, 2016

At the commencement of the 2014 season, CITY and LICENSEE agree to conduct additional discussions regarding the one-year option for 2015 and the use of the one-year option term shall require the written consent of the Parties, no later than October 1, 2014 for the 2015 AFL season and October 1, 2015 for the 2016 AFL season. Dates indicated in the 2014 AFL Arena Date Availability Schedule, which is attached and incorporated into this Agreement as Exhibit B, will be held by the CITY until 90 days prior to the first date listed on Exhibit B. CITY shall be free to book other events on dates indicated on Exhibit B if LICENSEE has not secured its bookings prior to such 90-day

deadline. Once completed, the 2015 and 2016, if applicable, AFL Arena Date Availability Schedules shall be attached to this Agreement and become a part of Exhibit B. Dates indicated on Exhibit B for 2015 and 2016, if applicable, will be held by CITY until 90 days prior to the first date indicated on Exhibit B for that season. CITY shall be free to book other events on dates indicated on Exhibit B if LICENSEE has not secured its bookings prior to the applicable 90 day deadline.

3.2 Use Days. Use days for the Event in each season covered under this Agreement shall commence and conclude on each March through August Event day selected and agreed upon by CITY and LICENSEE. "Use Days" include both Event days and Ingress/Egress days, and potential practice days based on availability. The scheduling of practice days requires seven (7) days advanced notice from LICENSEE and shall be solely determined by the General Manager.

3.3 Event Day(s). Event days are days upon which AFL games are held under this Agreement and the Event days for each season held under this Agreement shall be set by the AFL, based on the available dates indicated on Exhibit B. LICENSEE shall immediately inform CITY of the Event dates once such information is released by the AFL.

3.4 Ingress/Egress Days. Ingress for each Use day shall begin at 8:00 a.m. and end at 11:59 p.m.

3.5 Adjustments to Potentially Accommodate Major Conventions or Events. CITY and LICENSEE mutually agree to work together to make adjustments to potentially accommodate major conventions or events to be booked at the Alamodome during the Term of the AFL season with a 60-day minimum advanced notice to LICENSEE. The CITY will use best business efforts to accommodate comparable dates (Thursday through Monday) to fulfill the Talons' home game schedule.

3.6 AFL Team Schedule. LICENSEE and CITY shall work together on the AFL Team schedule. The AFL Team Schedule shall consist of dates beginning in March of each year of this Agreement through the ArenaBowl play date, which usually is played during the third week of August. The CITY shall use its best business efforts to schedule Team games on Thursdays, Fridays, Saturdays, Sundays and Mondays. The CITY shall work closely with LICENSEE to schedule the weekend dates around previously booked Events, i.e., Conventions, Graduation Ceremonies, NCAA, and other Events.

ARTICLE FOUR

Payment

4.1 Amount of Payment.

(a) Building License Payment. In consideration for the license to use the Alamodome as provided in this Agreement, LICENSEE shall pay CITY a Building License Payment of $15,500 per regular season game plus $1 per ticket sold in excess of 10,000 tickets per game for the use of the Plaza and Club Level in the Modified North Arena configuration. Services provided in Building License Payment, reasonably necessary for the operation of the Alamodome for this Event, include: nine (9) game days, practice days (based on availability), home & visitor locker rooms, dressing rooms, cleanup crew, game day conversion, elevator operators, bag checkers, gate captains, housekeeping, maintenance staff, medical for spectators, ushers, wardrobe attendant, ticket takers, non-event day ticket sellers, tables, chairs, house audio operator, LED Video Wall System, in-house sound system, and utilities during game hours only.

If Event requires Upper level seating, LICENSEE shall pay to CITY an additional $3,500 for opening the upper level for games above the Club and Plaza manifest.

LICENSEE shall have the right to use the Alamodome, as provided for in Section 3.2, for Talons practices and shall reimburse the CITY for any out of pocket expenses (i.e. staffing, utilities, and conversion) during available practice days.

(b) Other Services. Services not included in the Building License Payment include, but shall not be limited to, San Antonio Fire Marshals, San Antonio Police Officers, stagehands, box office staff and services (Event Day Only), catering, insurance, LED video wall system operators & production services, medical services for players, overnight security scorekeepers, announcer, telecommunication systems and services, and other equipment, services, and staffing requested by LICENSEE as listed on attached Alamodome rate sheets and not provided in Paragraph 4.1(a). LICENSEE shall be responsible for payment of these services as required for the presentation of the Event.

(c) Facility Access Fee. LICENSEE shall reimburse CITY the sum of the Facility Access Fee, as determined by CITY, multiplied by the number of event tickets sold, which amount CITY shall use to defray the cost of providing traffic safety and control for LICENSEE'S Event. LICENSEE, through the Alamodome Box Office, shall be fully responsible for assessment and collection of the Facility Access Fee. Additionally, the Facility Access Fee shall be charged on complimentary tickets over 3000 per game.

(d) Renewal and Improvement Fee. LICENSEE shall reimburse CITY the sum of the Renewal and Improvement Fee, as determined by CITY, multiplied by the number of event tickets sold, which amount CITY shall use in order to fund facility improvements and to help offset, increased operational and maintenance costs. LICENSEE, through the Alamodome Box office, shall be fully responsible for assessment and collection of the Renewal and Improvement Fee. Additionally, the Renewal and Improvement Fee shall be charged on complimentary tickets over 3000 per game.

4.2 Time of Payments.

(a) Payments for Use and Other Services Fees. LICENSEE shall pay to CITY the Building License Payment stipulated in Paragraph 4.1(a), the Other Services stipulated in Paragraph 4.1(b), the Facility Access Fee stipulated in Paragraph 4.1(c), and the Renewal and Improvement Fee stipulated in 4.1(d) within seven business days of each game held under this Agreement. CITY, at its sole option, may withhold from available ticket receipts being held by CITY, funds sufficient to satisfy LICENSEE'S obligations as set forth herein.

(b) Security Deposit. As partial consideration for the execution of this Agreement and CITY's holding of dates, LICENSEE shall pay CITY a security deposit of $50,000, which shall be due upon the return of this Agreement with LICENSEE'S signature. LICENSEE shall at all times maintain the $50,000 security deposit. if LICENSEE fully complies with all the terms and conditions of this Agreement, including the provisions of Sections 7.4, 7.5 and 9.1 below, said sum, so paid, shall be credited toward the LICENSEE'S final payment unless otherwise forfeited under Sections 2.1, 7.4, 7.5 and 9.1. In the event the final amount due from LICENSEE is less than the security deposit, the difference shall be put toward the following year's security deposit, if applicable. Upon termination of this Agreement, the security deposit, less any amounts due from LICENSEE, shall be refunded to LICENSEE within thirty (30) calendar days of termination. Except as provided for above, said security deposit will only be refunded as stated in this Section 4.2(b) or in accordance with Section 22.4.

(c) Additional Deposit Payments. It is expressly understood that CITY, prior to LICENSEE'S Event, may require additional deposit payment(s) to satisfy LICENSEE'S obligations under this Agreement. If LICENSEE fails to meet this requirement, CITY, at its sole option, may terminate this Agreement, and LICENSEE shall forfeit, as liquidated damages, the security deposit as set forth in Paragraph 4.2 (b).

ARTICLE FIVE

Event Announcement, Ticketing and Credential Program

5.1 Event Announcement. Prior to the announcement of the Event to the public, LICENSEE will advise CITY through the General Manager of the Alamodome/Convention and Sports Facilities when and how the event will be announced to the public.

5.2 Ticketing.

(a) Box Office. All walk-up ticket sales shall be administered through the Alamodome Box Office. LICENSEE shall conduct group sales, season ticket sales, suite sales, and coordinate with the Alamodome Box Office on Event days. All single-game tickets, including internet, inbound and outbound phone sales, shall be conducted through the Alamodome Box Office using the Ticketmaster System. LICENSEE must contact Box Office Manager prior to making any arrangements for ticket sales and services. It is agreed that LICENSEE shall use CITY'S Box Office for printing, manifesting and distributing all admission tickets for the Event through the Ticketmaster system. Except as provided for in Section 5.2(e), LICENSEE agrees to not utilize, move, disconnect or attempt to operate any of the existing Ticketmaster equipment located in the box office. In the event that equipment is moved or disconnected without permission by CITY, a reconnection fee of $500 will be charged to LICENSEE. Any damages to equipment and/or box office premises will also be charged to LICENSEE on the Event Settlement Statement. Game day ticket operations shall be controlled and operated by the LICENSEE.

(b) Ticket Charges. Daily on-site ticket sales to include window sales, internet, outlet and phone sales shall be conducted by the Alamodome Box Office. LICENSEE shall pay any and all actual credit card fees from tickets purchased by credit card at the Alamodome Box Office and shall pay CITY $.25 for each ticket sold at the Alamodome Box Office.

(c) Limits. Admission tickets in excess of the seating capacity of, or which admit a larger number of persons to the premises than can be properly and safely seated and moved in said licensed area shall not be sold, allowed, or caused to be sold or issued, and the decision of the General Manager of the Alamodome/Convention and Sports Facilities in this respect shall be final.

(d) Date of Sale. CITY and LICENSEE agree to set a date when tickets for an event will be offered to the public for the first time. No first day of ticket sales will be set on a date when another event is scheduled at the Alamodome, except by permission of the General Manager of the Alamodome/Convention and Sports Facilities.

(e) Ticketing Equipment. LICENSEE may utilize the following ticketing equipment that has been provided to CITY under its agreement with Ticketmaster:

2 Mini Plus BOCA Systems Ghostwriter Series Terminal Printers ("Ticketing Equipment")

CITY shall make the Ticketing Equipment available to LICENSEE, as needed, but LICENSEE shall return the Ticketing Equipment to CITY immediately upon CITY's request. LICENSEE shall be responsible for any and all damages to the Ticketing Equipment while it is in LICENSEE's possession. LICENSEE shall promptly return the Ticketing Equipment to CITY, when required under this Agreement or upon termination of this Agreement, in the same condition it is in as of the effective date of this Agreement.

5.3 Credentials. LICENSEE, prior to distribution of credentials, shall present to the General Manager of the Alamodome/Convention and Sports Facilities, the LICENSEE'S Program for Event Credentials, to include a hard copy of each credential type and any other pertinent details.

ARTICLE SIX

Utilities

6.1 Utilities. On all Use days of the Term, CITY shall furnish and have available at the Alamodome, all utilities required for the use of the Alamodome to present each game under this Agreement. Upon completion of each game, CITY shall have the right to modify house lights and HVAC levels.

6.2 Utility Reimbursement. The cost for Event Day Utilities is included in the Building License Payment.

ARTICLE SEVEN

Parking

7.1 Parking. CITY reserves the right to operate and receive all income from parking operations for the Event. Parking shall be provided at a rate solely determined by CITY.

7.2 LICENSEE Parking on Use Day. LICENSEE shall have the right to use, without charge, 75 parking passes in Parking Lot A and 150 prime parking passes in Parking Lot C during the Event presented under this Agreement. If additional parking passes are required, LICENSEE agrees to purchase from CITY additional parking passes at a rate solely determined by CITY.

7.3 Public Parking on Event Days. The Alamodome parking lots will be available for public parking on all Event Days at a rate determined by CITY. The Alamodome does not allow in and out parking privileges.

7.4 Marketing. Following the collection of income from parking operations in accordance with Section 7.1 above, and concession revenues in accordance with Section 9.1 below, in the cumulative amount of SEVENTY-FOUR THOUSAND DOLLARS AND 0 CENTS ($74,000.00), the City shall contribute income from Event parking to Licensee for use in Event marketing in accordance with Section 7.4.1 below.

7.4.1 At the time of settlement for each game held under this Agreement, CITY shall contribute an amount equal to that game's net parking revenues to Event marketing. CITY shall have no obligation to contribute such funds until CITY approves a marketing plan submitted by LICENSEE. The funds provided under this Section shall only be used for marketing costs indentified in the plan.

7.5 Security Deposit Recovery. In the event that the City has not receieved a cumulative amount of SEVENTY-FOUR THOUSAND DOLLARS AND 0 CENTS ($74,000.00) from parking revenue in accordance with Section 7.1 and concession sales in accordance with Section 9.1 prior to the end of the one-year initial term of this Agreement, then the City shall have the right to deduct an amount equivalent to the following FORMULA from the Security Deposit amount required by Section 4.2(b) of this Agreement:

FORMULA

$74,000 – (amount of parking revenue in year 1 related to event marketing + 15% of concession commissions in year 1 of the Agreement) = Security Deposit Recover amount.

ARTICLE EIGHT

Stadium Personnel and Services

8.1 Event Staffing.

(a) CITY shall provide personnel reasonably necessary for the operation of the Alamodome for this Event, as set forth in Paragraph 4.1 (a) and Paragraph 4.1 (b). The number and type of such personnel shall be solely determined by CITY at least thirty days (30) prior to the first Use Day of the Term. The cost to CITY for furnishing said personnel shall be reimbursed by LICENSEE as provided in Paragraphs 4.1(b) and 4.2(a).

(b) San Antonio Police Officers and San Antonio Fire Marshals. LICENSEE acknowledges that it shall be responsible for employing police officers and fire marshals, and for paying the costs of such services in advance of Event. CITY shall assist LICENSEE by making the arrangements for such services, however for purposes of the Fair Labor Standards Act (FLSA), CITY and LICENSEE shall at all times remain separate and independent employers, therefore LICENSEE will be billed, in advance, directly from the San Antonio Police Department Off-Duty Employment Unit and the San Antonio Fire Department for estimated costs associated with employing security and fire personnel for Event.

8.2 Additional Services Requested by LICENSEE. Upon timely request of the LICENSEE and approval of the General Manager of the Alamodome/Convention and Sports Facilities, CITY shall provide reasonable additional services and/or supplies in support of the Event's activities. LICENSEE shall reimburse CITY for the actual cost incurred in providing such services and supplies.

8.3 LICENSEE Responsibilities. LICENSEE shall be solely responsible for providing Artistic Interpretation support personnel for the hearing impaired, back stage security personnel, and electrical hook-up support personnel. LICENSEE shall contact the Alamodome Event Services Manager at least thirty days (30) prior to the first Use Day of the Term to obtain an approved list of companies or representatives that provide these services and make selections prior to the first Ingress day.

ARTICLE NINE

Concession and Novelty Revenues

9.1 Concessions. The City has the exclusive right to hire and contract with the Alamodome Concessionaire to operate and receive income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and beverages. The City has the right to receive a commission on such income from the Alamodome Concessionaire which shall be between 27.5% and 35% of concession revenues. The City agrees to provide LICENSEE with 15% of City's portion of concession commission sales from the Event following the City recovering a cumulative amount of SEVENTY-FOUR THOUSAND DOLLARS AND 0 CENTS ($74,000.00) from parking revenue in accordance with Section 7.1 and concession sales in accordance with this Section 9.1 prior to the end of the one-year initial term of this Agreement

9.2 Novelties. LICENSEE may sell souvenirs, novelties, and programs, which directly relate to the Event at the established commission fee of 10% to CITY. LICENSEE shall be responsible for all costs associated with merchandise vending operations. All revenues net of payment of the commission shall belong to LICENSEE.

Deleted: ¶
¶

9.3 Concession Area. LICENSEE shall provide adequate space on the main stadium floor to CITY for the purpose of concession sales based on type of event (if applicable). Location of said space shall be mutually agreed upon by both LICENSEE and CITY.

9.4 Disputes. The General Manager of the Alamodome/Convention and Sports Facilities shall be the arbiter in any dispute, which may arise under this Article.

ARTICLE TEN

Catering

10.1 Catered Events. LICENSEE and CITY agree to enforce and inform all participants including guests, sponsors, and volunteers that outside food and beverages including ice chests shall not be allowed inside/outside nor delivered to the Alamodome on Event Days, which also applies to LICENSEE and all vendors hired by LICENSEE to provide services prior to each Event Day door opening and during Event Days in progress. LICENSEE acknowledges that CITY has previously granted exclusive catering and concessionaire licenses to the Alamodome Caterer and Concessionaire for the right to provide Catering and Concession Services in the Alamodome. LICENSEE shall use CITY'S designated caterer and concessionaire in accordance with guidelines promulgated by CITY'S General Manager of the Alamodome/Convention and Sports Facilities. Food and beverage services including water are arranged through CITY'S designated Caterer only at LICENSEE'S expense. No other party shall be allowed to provide catering, concessions, or delivery services inside/outside the Alamodome. IF APPLICABLE: Food and beverage sampling/distribution provided by LICENSEE will be subject to prior approval of the General Manager of the Alamodome/Convention and Sports Facilities. Food and beverage sampling/distribution provided by LICENSEE is to remain in compliance with the standard 2-ounce food sample and 4-ounce beverage sample established by CITY.

ARTICLE ELEVEN

Staging, Lighting, Sound

11.1 Staging. At LICENSEE'S option and expense, a standard 60' x 40' concert quality stage shall be made available for LICENSEE'S use during the Event. Also, at LICENSEE'S option and expense, 4x8 stage risers, at a cost of $35 per riser section, shall be made available for LICENSEE'S use during the Event.

11.2 Staging Costs. If LICENSEE elects to use the stage, LICENSEE shall pay CITY for the costs associated with the use of said stage ($2,500 per day) and other equipment as listed on attached equipment list. LICENSEE, at its own expense and liability, shall be responsible for the construction, installation, and removal of any additional staging and all stagehand personnel required for the presentation of the Event. Procurement, installation and removal of such additional staging shall be coordinated with the General Manager of the Alamodome/Convention and Sports Facilities.

11.3 Sound Equipment. The use of the Alamodome Sound Equipment and a house audio operator are included in the Building License Payment. If additional staff is required by LICENSEE, the associated costs, as listed on attached equipment and services lists, shall be at the LICENSEE expense.

11.4 Additional Lighting. LICENSEE, at its own expense and liability, shall be responsible for additional lighting that is not permanently installed in the Alamodome, which LICENSEE may desire or require for the presentation of the Event.

11.5 Emergency Lighting: CITY reserves the right to operate and control stadium lighting when deemed necessary (i.e. fire alarms, crowd emergency).

ARTICLE TWELVE

Alamodome Stadium Video Wall System, Scoreboard, and Playing Surface/Field Equipment

12.1 LICENSEE Use. At the LICENSEE'S option, the Alamodome Stadium Video Wall System and Scoreboard shall be made available for LICENSEE'S use during the Event.

12.2 LICENSEE Costs. If LICENSEE elects to use the Alamodome Video Wall System and Scoreboard, the LICENSEE shall pay the CITY for the costs associated with the operating staff costs as listed on attached equipment and services lists.

12.3 Video Rights. Provided LICENSEE obtains such Video and Photograph rights, CITY, or its designee, shall have the right to videotape and take photographs of the Event. Videotape and photographs taken by CITY, or its designee, shall remain property of CITY and be used for operational or facility promotional purposes only, subject to the approval of the AFL which shall not be unreasonably withheld.

12.4 Playing Surface/Field Equipment. LICENSEE shall provide the turf system and all necessary field equipment for the presentation of AFL Team games and shall be responsible for any and all costs related to non-game day conversion, installation and dismantling of such surface and field equipment.

ARTICLE THIRTEEN

Communications

13.1 LICENSEE Use. Upon LICENSEE'S request, the Alamodome Communication System/Services shall be made available through CITY for LICENSEE'S use during the Event. LICENSEE may not use any other communication system or services other than those provide by CITY. A list of the Communication System/Services is attached to this License Agreement.

13.2 LICENSEE Costs. If LICENSEE uses the Communication System/Services, LICENSEE shall pay to CITY the costs associated with the use of said communication system. It shall be LICENSEE'S responsibility to notify all sub contractors and third party vendors associated with Event that they will be billed in advance, from CITY, for the costs associated with the use of said communication systems. CITY shall hold LICENSEE responsible for the payment of any unpaid invoices from sub contractors and third party vendors associated with Event.

ARTICLE FOURTEEN

Damages, Risk and Security

14.1 Damages. If the Alamodome premises, or any portion thereof, including any of its fixtures, furniture or furnishings, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE'S agents, employees, subcontractors, vendors, patrons, guests, or any person admitted to the Alamodome premises by LICENSEE, LICENSEE will pay to CITY, upon demand, such sum as shall be necessary to restore the Alamodome premises to its present condition. The General Manager of the Alamodome/Convention and Sports Facilities shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of this Agreement, LICENSEE is to be held responsible. CITY reserves the right to withhold from final settlement an amount sufficient to cover all or part of such damages.

14.2 Risk and Security. LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon CITY because of any such loss unless same is due to (i) the sole negligence of CITY or (ii) an intentional or willful tort committed by CITY as determined by a Court of Law. LICENSEE shall be responsible for the provision of security during the term of this Agreement

for any property brought onto the Alamodome grounds by LICENSEE, its employees, and/or its purveyors.

ARTICLE FIFTEEN

Copyrighted Material

15.1 Copyrighted Usage. LICENSEE agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Alamodome during the term of the Agreement complies with United States and any other applicable copyright law.

15.2 Indemnification. **LICENSEE agrees to INDEMNIFY and DEFEND at its own expense City of San Antonio, their officials, agents and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a result of the use by LICENSEE or its designee of copyrighted materials in the Alamodome during the term of this Agreement.**

ARTICLE SIXTEEN

Advertising

16.1 Rights. It is understood by LICENSEE that CITY is responsible for contracting all commercial advertising rights throughout the interior Alamodome premises to various advertisers for valuable consideration. To protect the advertising rights of CITY and its advertisers, only the following methods of promotion and commercial advertising by LICENSEE and any Event sponsors on the Alamodome premises shall be permitted:

(a) Display of products and services by exhibitors in connection with trade or consumer shows or business conventions.

(b) Advertising in Event programs, on Event tickets, or in other similar Event materials.

(c) If the Event is broadcast, the broadcast station can display one (1) temporary identification banner. If additional banners are to be displayed, a proposed display plan will be presented to the General Manager of the Alamodome/Convention and Sports Facilities for approval prior to the Event. The type, location, installation, and removal of banner(s) must receive prior CITY approval. In any event, all temporary advertising is subject to the non-alcoholic advertising restrictions below.

(d) Event sponsor identification including banners, temporary panels, and other types of promotional items and displays and visual acknowledgment during the Event. LICENSEE shall have the right to contract temporary commercial signage for display during the Events in the Arena bowl and LICENSEE shall retain 100% of said revenue. Such signage shall include, but is not limited to, banners, displays, and field signage. Size, type, content, location, installation, display location of temporary commercial signage, removal of signage, and additional discussions on permanent/sponsorship signage opportunities shall be subject to approval by the General Manager of the Alamodome/Convention and Sports Facilities. CITY may at its sole discretion advertise future events and public safety and services messages.

(e) LICENSEE has agreed to allow CITY the right to run advertising on the ProAD ribbon boards and scoreboards up to fifteen (15) minutes prior to kickoff time. LICENSEE may designate five exclusive categories; i.e. Beer/Alcoholic Beverages; Banking/Finance; Insurance; Grocery; and, Gas/Convenience Store; which are subject to any future Naming Rights Agreement. LICENSEE will have exclusive rights to sell temporary signage on the center-hung scoreboard. LICENSEE will retain all revenues derived from temporary advertising sales generated from the

center-hung scoreboard/video board. Size, type, content, location, installation, display location of temporary commercial signage, removal of signage, and additional discussions on permanent/sponsorship signage opportunities shall be subject to approval by the General Manager. CITY may, at its sole discretion, advertise future events and public safety and services messages.

16.2 Exclusive Rights. Notwithstanding anything to the contrary set forth herein, CITY and LICENSEE agree that at all times during the Event, the non-alcoholic beverage advertisers of CITY (the "Advertisers") shall have the following exclusive rights:

(a) the exclusive non-alcoholic beverage pouring rights for the Alamodome and all parking lots south of Montana Street, walkways, driveways and plaza areas included within the Alamodome complex; and

(b) the exclusive right to all non-alcoholic beverage advertising in any form placed in the Alamodome and all parking lots, walkways, driveways and plaza areas included within the Alamodome complex.

16.3 Exceptions. No exceptions to the above methods of promotion and commercial advertising shall be permitted during the Term without prior approval of CITY. LICENSEE shall be responsible for communicating the terms of this Article to the Event sponsors and for full compliance with the restrictions stated herein.

ARTICLE SEVENTEEN

LICENSEE Property

17.1 No Removal Policy. LICENSEE shall be responsible for removing from the Alamodome on or before 11:59 p.m. on the last Use day of the Event during the Term, all property, goods, and effects belonging to LICENSEE and its employees, or caused by it to be brought upon the Alamodome premises for the Event. If such property is not removed within the above-stated time, CITY shall have the right to remove and/or store such property, goods, and effects at LICENSEE'S expense. LICENSEE assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of LICENSEE and its employees, and exhibitors incurred during any removal and/or storage activities by CITY.

ARTICLE EIGHTEEN

Restrictions

18.1 Restrictions. The following restrictions shall apply to the Event throughout the Term of this Agreement:

Specifically, LICENSEE shall not be allowed the following:

- Any items that if released, will rise into the air without any external force being applied (e.g. helium inflated balloons);
- Live animals and insects unless properly and sanitarily kept and maintained in a cage; PROVIDED, no animals or insects that pose a potential threat to public safety and health will be allowed;
- Food and drink products that can be consumed on the Alamodome premises;
- Raffles or games of chance that do not meet the requirements of City of San Antonio Code;
- Any other item that CITY reasonably deems improper for display at the Event.

(a) The distribution of flyers, pamphlets and handbills requires the prior approval of the General Manager of the Alamodome/Convention and Sports Facilities which shall not be unreasonably withheld.

(b) Exceptions to this restriction concerning live animals may be granted by the General Manager of the Alamodome/Convention and Sports Facilities when the request is made in writing, at least thirty (30) days prior to the event, describing the activities of such animals and LICENSEE agrees to be solely responsible for any bodily injury or property damage that may result from the presence of such animals.

(c) All Event exhibitors will be subject to inspection by licensed law enforcement officers throughout the Term of the Event relative to the display and sale of items. Proper records for verification of ownership and title to sell items by exhibitors must be available at all times for inspection by law enforcement officers.

(d) LICENSEE shall be responsible for fully communicating the restrictions and inspection requirements outlined herein to all Event exhibitors and full compliance with restrictions stated herein.

ARTICLE NINETEEN

Broadcasting

19.1 Transmission via Communications System. All broadcasts of the Event shall be transmitted via the Communication System/Services. No other means of broadcast shall be allowed.

19.2 Broadcasting Rights. LICENSEE shall have and retain exclusive broadcast and reproduction rights incident to the presentation of the Event during the Term, including, but not limited to, radio and television rights and, in general, the rights to all items produced by whatever means or process now existing or hereafter developed for preserving, transmitting, and reproducing for hearing and/or viewing the Event presented in the Alamodome. LICENSEE shall retain all proceeds from such broadcast and reproduction rights.

19.3 Broadcasting Facilities. With regard to said broadcast and reproduction rights, CITY shall cooperate with LICENSEE and with the parties actually producing any such broadcasts and reproductions in all phases of the preparation, broadcasts and any production thereof. In connection with any such broadcast and reproduction activities, CITY shall provide access to the Alamodome and, at LICENSEE'S cost, the necessary maintenance personnel and all necessary facilities and utilities at the request of LICENSEE. LICENSEE shall be authorized to issue a reasonable number of credentials for admissions to the Alamodome for personnel engaged in such broadcasts and reproductions and the installation and removal of broadcast and reproduction equipment.

19.4 Restrictions on Transmission of Sound. Without the prior consent of the artist performing at the Event, CITY shall not permit the transmission of a live sound feed of the performance into restrooms, executive suites, concession areas or any other portion of the Alamodome.

LICENSEE shall be responsible for fully communicating the restrictions and inspection requirements outlined herein to all Event exhibitors and full compliance with restrictions stated herein.

ARTICLE TWENTY

Insurance

20.1 Prior to the commencement of any work under this Agreement, LICENSEE shall furnish, thirty (30) days prior to the 1st ingress day of the Event unless cleared in writing by the Convention and Sports Facilities General Manager, copies of all required endorsements and an original completed Certificate(s) of Insurance, which shall be clearly labeled "Arena Football League Games" in the Description of Operations block of the Certificate. The Certificate(s) shall be

completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to CITY. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Convention and Sports Facilities Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

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

20.3 A Licensee's financial integrity is of interest to CITY; therefore, subject to LICENSEE'S right to maintain reasonable deductibles in such amounts as are approved by CITY, LICENSEE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at LICENSEE'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

	TYPE	AMOUNT
1.	Workers' Compensation Employers' Liability	Statutory $500,000/$500,000/$500,000

2. Commercial General Liability Insurance (Broad Form) to include coverage of limits of $2,000,000 aggregate with $1,000,000 per occurrence for the following:

   a. Premises operations
   b. Independent contractors
   c. Products/completed operations
   d. Personal Injury
   e. Contractual liability

3. Business Automobile Liability Insurance with combined single limit coverage of $500,000.

   For:
   (1) Owned/leased vehicles
   (2) Non-owned vehicles
   (3) Hired vehicles

20.4 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, declarations page and all endorsements thereto, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). LICENSEE 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. LICENSEE shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Convention and Sports Facilities Department
P.O. Box 839966

San Antonio, Texas 78283-3966

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

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

20.6 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, LICENSEE shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend LICENSEE'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.

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

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

20.9 It is agreed that LICENSEE'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.

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

ARTICLE TWENTY-ONE

INDEMNIFICATION

21.1 LICENSEE covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS,

EMPLOYEES, DIRECTORS AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, OFFICERS OR EMPLOYEES. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

21.2 The provisions of this INDEMNIFICAITON 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.

21.3 LICENSEE shall advise CITY in writing within 24 hours of any claim or demand against CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE'S activities under this AGREEMENT.

21.4 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by LICENSEE in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. LICENSEE 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 LICENSEE fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and LICENSEE 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.

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

ARTICLE TWENTY-TWO

Termination

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

22.2 Termination Without Cause. This Agreement may be terminated by either Party upon ninety (90) calendar days written notice, which notice shall be provided in accordance with Section 22.6 Notice.

22.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Section 22.6 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:

22.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Section 22.21 Assignments.

22.4 Defaults With Opportunity for Cure. Should LICENSEE default in the performance of this Agreement in a manner stated in this Section 22.4 below, same shall be considered an event of default. CITY shall deliver written notice of said default specifying such matter(s) in default. LICENSEE shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Section 22.6 Notice, to cure such default. If LICENSEE fails to cure the default within such fifteen-day cure period, CITY shall have the right, without further notice, to terminate this Agreement in whole or in part as CITY deems appropriate.

22.4.1 Bankruptcy or selling substantially all of company's assets
22.4.2 Failing to perform or failing to comply with any covenant herein required
22.4.3 Performing unsatisfactorily

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

22.6 Upon the effective date of expiration or termination of this Agreement, LICENSEE shall remove all its property and vacate the premises.

22.7 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 Consultant for any default hereunder or other action.

ARTICLE TWENTY-THREE

Miscellaneous

23.1 Powers of the CITY. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of CITY.

23.2 Right of Entry. Alamodome employees, officials and authorized licensees and Tenants shall have the right at all times to enter upon the premises in the performance of their duties, and will be issued proper identification credentials, as needed, by the Alamodome/Convention and Sports Facilities Director's Office, which the LICENSEE shall honor.

23.3 Removal of Persons. CITY reserves the right to eject or cause to be ejected from the Alamodome premises, any person or persons violating the rules or regulations of the Alamodome or any CITY, County, or State law; and neither CITY nor any of its officers, agents, or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by CITY of such right.

23.4 Impossibility. CITY shall not be responsible for its failure to make the Alamodome available or to provide the facilities and services described herein nor shall LICENSEE be responsible for its failure to present the Event in the Alamodome where such performance is rendered impossible or impracticable due to strikes, walk-outs, acts of God, inability to obtain labor, materials, or services, government restrictions, enemy action, civil commotion, fire, unavoidable casualty, or similar causes beyond the control of the parties, in which case the security deposit paid under Article Four shall be refunded in full.

23.5 Books, Records, and Inspections. LICENSEE shall keep accurate books and accounts relative to the sale of merchandise and tickets. Such books and records shall be open and available for inspection by CITY upon the official request of the General Manager of the Alamodome/Convention and Sports Facilities, with 72 hours prior notice, during regular working hours between Monday and Friday and any time during the Term of the Agreement. CITY agrees to use its best efforts to keep the information acquired from the examination of such books and records

confidential and that it will not disclose any of such information directly or indirectly or use such information for any purpose during the Term of the Agreement or any time thereafter except with respect to the disclosure of information concerning the amount of the use payments made to CITY pursuant to Paragraph 4.1, and except with respect to the disclosure of information which is required by the laws of the State of Texas, pursuant to the Texas Public Information Act, Texas Government Code Chapter 552. CITY shall comply at all times with the Texas Public Information Act.

23.6 Notices. Any notice or communication hereunder shall be in writing, and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notices or communications shall be given to the parties hereto at their following addresses:

If to the City:
Nicholas Langella
General Manager
Alamodome/Convention and Sports Facilities
100 Montana Street
San Antonio, TX 78203
(210) 207-3610
Nicholas.langella@sanantonio.gov

If to the Licensee:
Jerry B. Kurz

AFL Talons, L.L.C.
640 N. LaSalle Street, Suite 557
Chicago, IL 60654
(312) 465-2216
jkurz@arenafootball.com

With a copy to:
City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

Either Party may, at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

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

23.8 Taxes. LICENSEE agrees to pay on a current basis all taxes or assessments, if applicable, levied on its activities and property; PROVIDED, however, that nothing contained herein shall modify the right of LICENSEE to contest any such tax, and LICENSEE shall not be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

23.9 Non-Waivers. Neither the waiver by either Party to this Agreement nor any breach of any agreement, covenant, condition, or provision thereof, nor the failure of either Party to seek redress for violation of, or to insist upon strict performance of, any such agreement, covenant, condition, or provision, shall be considered to be a waiver of any such agreement, covenant, condition, or provision or of any subsequent breach thereof. No provision of this Agreement may be waived except by written agreement of the Party to be charged.

23.10 Texas Law Controlling; Where Actions Brought. This Agreement shall be deemed to be, and is, made in and shall be in accordance with the laws of the State of Texas, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement shall be brought in Bexar County, City of San Antonio, Texas.

23.11 Paragraph Headings. The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

23.12 Entire Agreement. This Agreement and any attachments hereto constitute the entire Agreement between CITY and LICENSEE and may not be altered, amended, or modified except by an instrument in writing signed by the parties hereto with the same formality as this Agreement.

23.13 No Partnership. Nothing contained herein shall make, or be deemed to make, CITY and LICENSEE a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture, but only the relationship of licensor and licensee.

23.14 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.

23.15 Alamodome Tours. CITY shall not conduct or permit tours of the Alamodome on the day of the Event without prior consent of LICENSEE, except that where CITY has contracted with a person or persons for a non-public group tour prior to the execution of this Agreement. Said tour will be permitted in those areas of the Alamodome mutually agreeable to CITY and LICENSEE.

23.16 Permits and Licenses. It is understood and agreed that LICENSEE is responsible for obtaining all necessary permits and licenses.

23.17 Compliance with Applicable Law. LICENSEE shall be responsible for compliance with all applicable laws, statutes, codes, and regulations, including without limitation those relating to providing a safe working environment to employees and, specifically, the requirements of the Texas Industrial Safety and Health Act (TISHA), and the Americans with Disabilities Act (ADA). CITY shall make available, at no cost to LICENSEE, a Telflex AAR-1 Assistive Listening System, consisting of a transmitter and wireless receivers, for use during the Event.

LICENSEE in compliance with the provisions of the ADA, shall:

(a) Utilize the provided system or supply one of its own;

(b) Advertise the availability of the assistive listening devices through the use of on site signs, brochures and/or distributed promotional materials; and

(c) Maintain an audio feed to the system.

CITY is responsible for the proper storage, collection and prompt return of the loaned devices at the end of the Event.

23.18 LICENSEE shall require that all of its subcontractors and vendors comply fully with the terms and conditions of this Agreement.

23.19 Registered Agent and Service of Process on LICENSEE. LICENSEE shall have and continuously maintain in the State of Texas a registered agent pursuant to the applicable provisions of Texas Law and notice herein. The registered agent shall be an agent of LICENSEE upon whom any process, notice, or demand required or permitted by law to be served upon LICENSEE may be served. LICENSEE shall give CITY written notice of the name, street, address, and telephone number of its registered agent prior to signing this Agreement unless otherwise agreed to by CITY.

23.20 Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Charter of the City of San Antonio, the City Code of San Antonio, or ordinances of the City, 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 this 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.

23.21 Assignments. LICENSEE shall not assign or transfer LICENSEE'S interest in this Agreement without the written consent of the General Manager of the Alamodome/Convention, Sports and Facilities. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

23.22 Suites. LICENSEE shall have the option to use eight (8) luxury suites for each Event Day at no cost to the LICENSEE. CITY and LICENSEE are in mutual agreement that for each additional suite used or sold by LICENSEE, LICENSEE shall pay a $300 fee per suite per Event Day to the CITY. CITY shall retain the rights to use the following four (4) luxury suites, including Event tickets, at no cost to the CITY for each Event day: 203A, 209A, 239A, and 243A. Alamodome catering services are available in all suites by the Alamodome's exclusive caterer upon LICENSEE'S request and at the LICENSEE'S expense.

23.23 Attachments. Each of the Attachments affixed to this Agreement is an essential part of the Agreement and governs the rights and duties of the parties. Each Attachment shall be incorporated herein for all purposes.

23.24 Boldface Terms. All terms and words in this License Agreement that are in "boldface" script, control over and in lieu of all other inconsistent terms and words in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF SAN ANTONIO

By: _____
Sheryl Sculley
City Manager

Attest: _____
City Clerk

Approved as to Form:

_____
City Attorney

LICENSEE

By: _____
Jerry B. Kurz, J.D., Ph. D.
AFL Talons, L.L.C.

Attest: Christie Cook

(All rates are subject to change by CITY and Contract Labor)
PERSONNEL RATES

AUDIO:	HOURLY RATE:
AV Tech. Setup*	$35.00
House Audio Operator*	$35.00
House Rigger Setup**	$40.00
House Rigger Setup/Show**	$40.00
House Lights Operator**	$35.00
Spot Operator**	Quotes Available
Spot Tech** (Necessary with spot rental)	Quotes Available

AUDIO:	DAILY RATE:
Audio Monitor Operator*	$250.00
Audio Technical Director*	$300.00

EXTRA LABOR SERVICES:	
Audio Production*	$200.00
Repair/Maintenance Of Client Equipment*	$100.00
(Does not include parts)	
1hr minimum.*	
4 hr minimum.**	

BOX OFFICE:	HOURLY RATE:
Box Office Seller	$15.00
Box Office Supervisor	$16.00
Box Office Manager	$30.00
Box Office Sellers – Offsite	$17.00
Box Office Manager – Offsite	$40.00
Box Office Rental Fee (Per Day)	$500.00
Box Office Security Deposit	$500.00

CONTRACT LABOR:	HOURLY RATE:
SA Police Department	$41.85 first hour
* 3 hour minimum	$34.85 thereafter
SA Police Department Supervisor	$49.82 first hour
*3 hour minimum	$42.82 thereafter
SA Fire Department	$72.10 per hour
Medical	$18.25 per hour
Ambulance	Quotes Available
T-Shirt Security	Quotes Available
Stagehands	Quotes Available
Electrical	Quotes Available
Deaf Interpreter	Quotes Available

PERSONNEL RATES

CONVERSION:	HOURLY RATE:
Conversion Crew	$15.00
Conversion Crew Supervisor	$17.00

EVENTS STAFF:	HOURLY RATE:
Usher	$14.50
Usher Supervisor	$16.00
Ticket Taker	$14.50
Gate Captain	$16.00
Floor Supervisor	$17.50
Elevator Operator	$14.50
PBX Operator	$14.50
Wardrobe Attendant	$14.50
Parking Attendant	$14.50
Parking Attendant Supervisor	$16.50
In House Security	$16.00
Event Coordinator	$20.00

HOUSEKEEPING:	HOURLY RATE:
Cleaning Attendant	$11.50
Cleaning Supervisor	$13.00

OPERATIONS:	HOURLY RATE:
Operations Staff	$15.00
Operations Supervisor	$17.00

TRADES:	HOURLY RATE:
HVAC Systems Operator	$25.00
Head Turf Manager	$25.00
Equipment Operator	$25.00
Electrician	$28.00
Plumber	$25.00
Fork Lift Operator	$25.00

VIDEO PRODUCTION:	DAILY RATE:
Technical Director	$500.00
Camera Operator	$400.00
Cable Puller	$150.00
Graphics Operator	$400.00
Matrix Operator	$400.00
Tape Operator	$400.00
Video Engineer	$500.00

EQUIPMENT RENTAL

MICROHPHONES / DIRECT BOXES:	RATE:
Basic microphones w/cable & stand.	$25.00 each
Wireless microphone system.	$75.00 each
Wireless Headset Microphone (must include wireless system)	$25.00 each
Direct Box	$20.00 each
Compact Disc Player (Single Disc)	$40.00 each

P.A. PACKAGES:	RATE:
Stadium system: (To include: 16 EV horns center hung)	$1,500.00
Arena system: (To include: 3-way EV system hung around Jumbotron)	$1,500.00
Small system (To include: 8 channel powered mixer, 2ea. speakers w/stands, 2ea. wired mics. w/stands and all cables)	$225.00 each
Medium system (To include: 8 channel powered mixer, 4ea. speakers w/stands, 4ea.wired mics. w/stands and all cables)	$350.00 each
Large System (To include: 16 channel mixer, 2ea. large speakers, 2ea. floor monitors, 1ea. stereo amplifier, 6ea. wired mics. w/stands and all cables)	$500.00 each
16 channel mixer	$120.00 each

P.A. PACKAGES:	RATE:
Active press box 16 channel (12M/4L)	$60.00 each
Mini snake box and fan-out (50'-100' 6 or 12 Channels)	$20.00 per event
Audio snake box and fan-out 100' (up to 24 Channels)	$50.00 per event

EQUIPMENT RENTAL

AUDIO/RECORDING PATCH FEES:	RATE:
Audio patch fee	$20.00 per patch
Com drop	$10 per patch

ACCESSORIES:	RATE:
Batteries	$1.00
CD's and cassettes	$10.00

INTERCOM:	RATE:
Wired intercom	$20.00 each
Wireless intercom	$50.00 each

HOUSE EQUIPMENT:	RATE:
Basketball Floor	Quotes Available
Bike Rack	$10.00 per unit/event
Camera Platform (includes installation)	$250.00 per event
Chair Rental	$0.60 per event
Chalkboard	$25.00 per event
Chrome Stanchion	$10.00 per event
Dry Erase Board	$10.00 per event
Easel	$10.00 per event
Extension Cord	$25.00 per event
Sports Turf	Quotes Available
Forklift (6 Ton)	$150.00 per day
Forklift (3 Ton)	$100.00 per day
Ice Floor	Quotes Available

EQUIPMENT RENTAL

Inertia Barricade	$1,500.00
Lost Room Key	$100.00
Pallet Jack	$50.00 per day
Pipe & Drape	$10.00/section event
Podium	$25.00 per day
Projection Screen	$25.00 per day
Riser	$35.00 per section
Scissor Lift	$75.00 per day
Shore Power	$100 per hook-up
Spotlight (Zenon Gladiator 3)	$200 per day
Stage (40' x 60')	$2,500.00 per event
Table (8' x 30")	$5.00 per event
Table (8' x 18")	$5.00 per event
Table (60" round)	$6.00 per event
Table Dolly	$10.00 per day
Yellow Jacket Cable Ramp	$25.00 per event

EQUIPMENT RENTAL

VIDEO EQUIPMENT:	RATE:
Video Production**	$2500 per day
Camera	$200 per day
Monochrome Matrix Boards	$300 per day
Color Matrix Boards	$250 per day
Graphics (Submitted in television ready format)	No Charge
Graphics (Not submitted in television ready format)	$25.00 per graphic

* Video pass-through includes use of end-zone video displays and/or center-hung display, and control room engineer. Examples of a video pass-through would be where a video production truck is used for all video production. No cameras or playback are provided with a pass-through, it shall be understood that the client's production truck will handle all camera and playback responsibilities.

** Video Production includes use of end-zone video displays and/or center-hung display, all control room equipment, and control room engineer. Camera rental, matrix boards, graphics, and crew costs are extra. Not all events will require a full crew. It shall be understood that the client will coordinate their needs with the Video Production Department at least two weeks prior to the event in order to allow enough time to hire appropriate crew.

TELEPHONE SERVICES:	RATE:
Single Analog Line Service (Advanced Rate)	$200.00 per event
Single Analog Line Service (Show Rate)	$225.00 per event
Digital Multi Line Service – 2 Lines (Advance Rate)	$250.00 per event
Digital Multi-Line Service – 2 Line (Show Rate)	$275.00 per event
Additional Lines (Over 2) on Multi Line Service (Advance Rate)	$35.00 per event
Additional Lines (Over 2) on Multi Line Service (Show Rate)	$60.00 per event
Ringdown w/instruments	$200.00 per event
Dry Pair Connection – SBC D-Marc	$185.00 per event
Dry Pair Connection – Internal	$60.00 per event
Voice Mail (Advance Rate)	$15.00 per event
Voice Mail (Show Rate)	$20.00 per event
Long Distance Restriction Per Line (Advance Rate)	$5.00 per event
Long Distance Restriction Per Line (Show Rate)	$10.00 per event
Telephone Technician Services	$73.50 per hour
Dedicated T1 Line	$2,000.00 per event
Internet Access via Modem	$600.00 per event
Temporary Telephone Activation/Deactivation	$15.00 per event
Domestic Long Distance Per Minute	$0.40 per event
Wireless Internet – One Meeting Room	$300.00 per event
Wireless Internet – Multiple Meeting Rooms	$750.00 per event
Wireless Internet – Full Stadium	$1,000.00 per event
Extend ATT Services (Pots, ISDN, DSL) (Advance Rate)	$200.00 per event
Extend ATT Services (Pots, ISDN, DSL) (Show Rate)	$225.00 per event
Roadrunner Internet Service (10 Days Advance Required)	$600.00 per event
Wireless Internet – per user ID/password (Advance Rate)	$50.00 per event
Wireless Internet – per user ID/password (Show Rate)	$75.00 per event

EQUIPMENT RENTAL

BROADCAST SUPPORT:	RATE:
Camera Hookup – Triax	$195.00 per day
ENG Hookup – 1 Video, 2 Audio	$120.00 per day
Audio/Video Interconnectivity	$185.00 per day
Fiber Connection to Transmission Carrier	$75.00 per day

AUDIO/VISUAL EQUIPMENT:	RATE:
In- House Closed Circuit Monitors – Show Start To End	$600.00 per day
Additional Closed Circuit Channel	$100.00 per day
TV Cart Rental (Advance Rate)	$15.00 per event
TV Cart Rental (Show Rate)	$25.00 per event
9" Color Television	$50.00 per event
25" Zenith Color Television (Advance Rate)	$75.00 per event
25" Zenith Color Television (Show Rate)	$75.00 per event
50" Zenith Color Television (Advance Rate)	$350.00 per event
50" Zenith Color Television (Show Rate)	$400.00 per event
VCR	$55.00 per event
Fax Machine	$75.00 per event
Beta Deck Rental	$150.00 per hour
Edit Suite Rental	$150.00 per hour
Bose Roommates Audio System	$45.00 per event

CATV/DMX SERVICES:	RATE:
Cable Television (Advance Rate)	$75.00 per event
Cable Television (Show Rate)	$100.00 per event
DMX	Quotes Available

Exhibit A

Seating Configuration

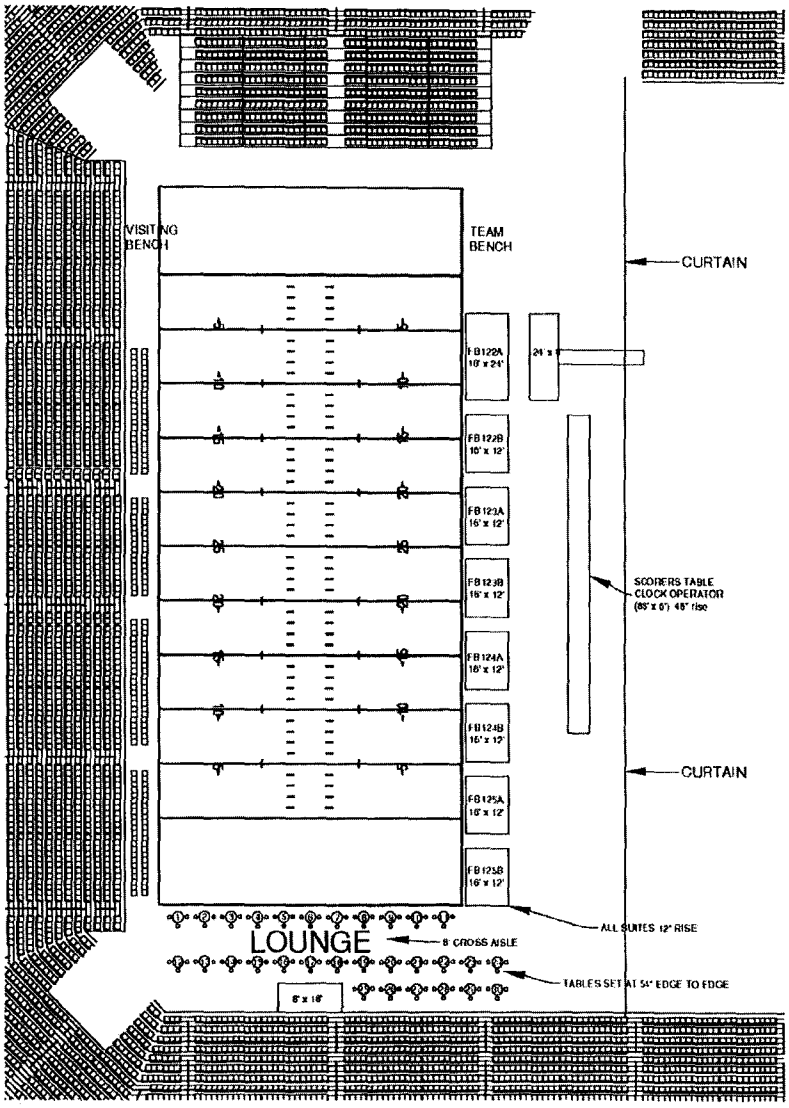


Exhibit B

AFL Arena Date Availability Schedule

100 Montana • San Antonio, Texas 78203 • T: 800.884.3663 • F: 210.207.3646 • sanantonio.gov/convfac

EVENT INFORMATION

PLEASE FILL OUT THE FOLLOWING FORM TO ADD YOUR EVENT TO THE ALAMODOME WEB SITE.

EVENT TITLE: _____

DATE: _____

TIME: _____

DATE TICKETS GO ON SALE: _____

TICKET PRICES:

SPECIAL TICKET OFFERS AND/OR DISCOUNTS:

BRIEF DESCRIPTION OF EVENT:

LINK TO YOUR WEBSITE: _____

Contact name and number for internal use only:

_____ Phone_____

SAN ANTONIO
DEEP. IN THE HEART.

Item # 16

San Antonio Talons License Agreement

City Council
March 6, 2014

Convention & Sports Facilities
Michael Sawaya, Director

Background

- Tulsa Talons team moved to San Antonio at the end of the 2011 AFL Season
- Ownership change just prior to 2012 AFL Season
  - Purchased by Lynd Sports Group dba LS Talons SA, LLC
- Original Agreement:
  - Two Year Agreement (AFL Seasons 2012 & 2013) with one (1) one-year renewal option for the 2014 Season

Issue

- LS Talons SA, LLC unable to fulfill commitments under existing License Agreement
- Arena Football League has taken over team dba AFL Talons, LLS
- Requires a new License Agreement for 2014 season and beyond

AFL Talons License Agreement

- Term: One-year (2014 Season)
  - Two (2) one-year renewal options
- Rent: $15,500 per Game
  - Plus $1 per ticket sold in excess of 10,000
- City retains all parking and concessions revenues
  - City contributes equal amount of parking revenue toward event marketing and pays Talons 15% of F&B
    - Effective once City recoups $74,000
- City retains 10% of net merchandise sales
- Talons Office space in Alamodome

Fiscal Impact

- Anticipated to generate approximately $240,000 for FY 2014
  - Estimated annual attendance of 52,000

SAN ANTONIO

DEEP. IN THE HEART.

Staff Recommends Approval of the San Antonio Talons License Agreement