LB
11/19/15
Item No. 20

AN ORDINANCE 2015-11-19-0970

APPROVING A FIVE-YEAR MASTER RACING AGREEMENT COVERING THE 2016-2020 SAN ANTONIO ROCK N ROLL MARATHON AND 1/2 MARATHON WITH COMPETITOR GROUP, INC., WITH ONE TWO-YEAR RENEWAL OPTION, WHICH INCORPORATES RELATED AGREEMENTS.

* * * * *

WHEREAS, since the 2008 inaugural year, the City has been working with San Antonio Sports ("SAS") in hosting the San Antonio Rock 'n' Roll Marathon & 1/2 Marathon ("Event"), which has been operated by the Competitor Group, Inc.("CGI") since 2011, and has generated an annual economic impact of more than $30 million to the City; and

WHEREAS, in August 2015, SAS, in partnership with the City, issued an RFP for production of the marathon and the evaluation panel recommends entering a contract with CGI; and

WHEREAS, to ensure the continued success of the Event and overall coordination between the City and CGI, the proposed Master Agreement outlines each party's responsibilities and consolidates various agreements to provide the City and CGI with a comprehensive view of deliverables, allowing for a more integrated approach for managing and supporting a successful Event; and

WHEREAS, the Master Agreement covers the Event from 2016 through 2020, provides one two-year renewal option, and incorporates corresponding License Agreements for the Alamodome and the Henry B. Gonzalez Convention Center and an Event Advertising and Promotion Agreement with Proof Advertising, the City's contracted advertising agency; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Master Racing Agreement with Competitor Group, Inc. are authorized and approved. Additionally, the terms and conditions of the Alamodome License Agreement and Henry B. Gonzalez Convention Center License Agreement, which are incorporated into the Racing Agreement as Exhibits B and C respectively, are authorized and approved.

SECTION 2. The City Manager or her designee is authorized to execute the Master Racing Agreement and the incorporated Alamodome and Henry B. Gonzalez Convention Center License Agreements. A copy of the Master Racing Agreement and its incorporated documents, in substantially final form, is attached to this Ordinance as **Attachment I**.

SECTION 3. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

LB
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Item No. 20

PASSED AND APPROVED this 19th day of November, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**20 (in consent vote: 5, 6, 7, 8, 9A, 9B, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26A, 26B)**
Date:	11/19/2015
Time:	09:11:03 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving a five-year Master Racing Agreement covering the 2016-2020 San Antonio Rock N Roll Marathon and 1/2 Marathon with Competitor Group, Inc., with one two-year renewal option, which incorporates related agreements. [Lori Houston, Assistant City Manager; Casandra Matej, Director, Convention & Visitors Bureau]
Result:	Passed

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

Attachment 1

COMPETITOR GROUP RACING AGREEMENT

This Agreement is entered into this 19th day of November, 2015, by and between the City of San Antonio, a municipal corporation of the State of Texas (hereinafter referred to as "City") and Competitor Group, Inc. (hereinafter referred to as "Competitor Group").

WHEREAS, City and San Antonio Sports partner to bring many important sporting events to San Antonio and they have and will continue to partner on the Rock N Roll Marathon; and

WHEREAS Competitor Group desires to produce and conduct a Marathon and Marathon-related events on streets located within the municipal boundaries of City; and

WHEREAS City owns, operates and maintains the public streets within the corporate boundaries of the City and possesses the authority to provide the exclusive use of the public rights of way required for the Marathon Event described herein for limited periods of time at definite locations and retaining the right to revoke the privilege upon certain conditions; and

WHEREAS Competitor Group desires to stage the Marathon and Marathon-related events in a manner that will provide international media exposure to City, attract destination visitors to City during the Marathon that will result in higher hotel occupancy and restaurant visitation, and generate positive community relations; and

WHEREAS City and Competitor Group have determined that it is in their mutual interest to permit the production of the Marathon on streets of City and desire to enter into this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, City and Competitor Group agree as follows:

1. Definitions.

As used in this Agreement, the terms defined in this Article shall have the following meanings unless the context clearly otherwise requires:

a. "Agreement" means this Agreement including all exhibits, schedules, amendments, and supplements attached hereto.

b. "Augmented Marathon Period" means, with respect to each Marathon Event, the period of time commencing twenty-four (24) hours before and ending twelve (12) hours after the applicable Marathon Period in which Competitor Group shall be allowed to set up and dismantle the facilities and apparatus associated with the Marathon Event in the Staging Area, including, but not limited to, the route equipment designated for the event.

c. "City Manager" means the City Manager of the City or her designee.

d. "City Representatives" means the individuals from the Center City Development

Office, Police, Fire, Park Police, Center City Development Office, Solid Waste, Parking, Parks and Recreation, Convention and Visitors Bureau, Convention and Sports Facilities, Transportation and Capital Improvements, Animal Care, and all required City departments who will serve as the points of contact for Competitor Group on issues related to their respective Departments.

e. "City Services" means types and levels of services customarily provided by cities hosting similar events, taking into account the size and nature of the crowd and event.

f. "City Streets" means the streets (including the sidewalks, medians, and landscaping located therein), and other public rights of way owned or leased by City within the Marathon Area as more fully identified in the Detailed Race Plans.

g. "Detailed Race Plans" means printed detailed race information, to be prepared by Competitor Group, which shall include, but not be limited to, route maps, safety matters, security, schedules and procedures for the installation, construction, operation and removal of Marathon Materials, traffic management, parking management, community relations and notification, services provided by and paid for by Competitor Group and City pursuant to the Agreement, and other matters mutually determined by Competitor Group and the City. The Detailed Race Plans, once submitted by Competitor Group as required by Section 5(i), shall be attached to this Agreement as Exhibit A and incorporated herein.

h. "Effective Date" means the date following the execution of this Agreement by Competitor Group upon which a representative of the City executes this Agreement.

i. "Marathon Area" means the real property area within the Route as set forth in Exhibit A, including but not limited to the City Streets and any adjoining City property on which official Marathon Event activity will occur or materials reside.

j. "Marathon Event" means the Marathon, Half Marathon, 10K, 5K, Half Marathon Relay, children's run, the associated health and fitness expo and incidental and related events within the Marathon Area during the related Marathon Period. Additional events may be added, or existing events modified, at Competitor Group's discretion and in the event added, will be considered part of the applicable Marathon Event.

k. "Marathon Event Damages" means the damages to the Marathon Area resulting from the Marathon Event, the repair of which are necessary to return the property to its normal use, including, without limitation, damages caused by Marathon vehicles, equipment and structures, and generator fuel and oil contamination, but excluding, in any case, normal wear and tear.

l. "Marathon Materials" means, without limitation, all equipment, materials, and apparatus associated with the conduct of the Marathon Event within the Route Area which is provided by Competitor Group including barriers, barricades, traffic control devices, blockades, cable (electrical and other), safety equipment and devices, fencing, fence covering

material, signage, broadcasting equipment, credentials trailer, registration booths, vehicles, tents, cranes, forklifts, fire protection equipment and apparatus, medical equipment and apparatus, bleachers/viewing stands, seats, wiring, banners, structures and components thereof.

m. "Marathon Period" means that period of time commencing at 6:00 AM on the Friday preceding Marathon Day and, ending at 6:00 A.M. on the Monday morning following such Marathon Day, or, in the event that adverse weather conditions cause a delay in staging the related Marathon Event (with the rescheduling of such Marathon Event to he on the next available day as determined by Competitor Group and City, or on such other date as is mutually agreed upon by Competitor Group and City), ending at 6:00 A.M, on the morning following the conclusion of such Marathon Event or at a time mutually agreed upon by Competitor Group and City.

n. "Mayor" means Mayor of the City.

o. "Moratorium Period" means that period of time commencing twenty-four (24) hours prior to the commencement of the applicable Augmented Marathon Period and ending with the conclusion of such Augmented Marathon Period.

p. "Participants" means the organizations and personnel directly involved in the production and carrying out of the Marathon Event, such as equipment providers, race sponsors, and supporting personnel including contract staff, as well as race participants.

q. "Private Property" means any real property within the Marathon Area not owned or leased by the City.

r. "Route" means the surface over the specific route through the City Streets over which the Marathon Event shall be conducted and includes all parts of the Marathon circuit, the specifics of which may be changed from time to time during contract period with the permission and cooperation of the City.

s. "Spectator" means each person or those people, other than Participants, within the Marathon Area for the purpose of viewing a Marathon Event.

t. "Street Repairs" means the restoration and repair determined necessary by the City that must be made to the City Streets, including medians, sidewalks and landscaping after the conclusion of each Marathon Event in order to return the City Streets to their normal use by the public.

2. Premises.

a. City represents that it has the right and authority to grant the rights and privileges set forth herein, but only with respect to City Streets. City expressly disclaims any authority to affect Private Property rights of property owners or holders of property interests within the Marathon Area, and this Agreement shall not be otherwise construed to affect the same.

b. None of the rights herein granted to Competitor Group are, nor shall they be construed as, a lease, easement, or other interest in land.

3. Term of Agreement.

The term of this Agreement shall commence on the Effective Date and cover the 2016, 2017, 2018, 2019 and 2020 Marathon Events, with a mutual two-year extension period covering the 2021 and 2022 Marathon Events, unless earlier terminated in accordance with Articles 13 or 14 of this Agreement. If this Agreement is to be extended, the parties shall enter a written agreement for the two-year extension within 60 days of the 2020 Marathon Event. Any reference herein to the term of this Agreement shall, unless otherwise indicated, mean the term of the original Agreement and any extension thereto.

4. Use and Occupancy; Exclusivity.

Competitor Group, subject to all of the terms and conditions of this Agreement and to the extent authorized by law, shall have:

a. During the Augmented Marathon Period, the exclusive right to install and remove equipment and to construct, place or otherwise locate Marathon Materials within the Marathon Area, except for the portions of the Marathon Area already subject to lease, agreement, other rights extended by the City, or that are Private Property. Motor and pedestrian traffic may be disrupted temporarily during the Augmented Marathon Period with the prior permission of the City Manager, as set forth in the Detailed Race Plans. Marathon Materials shall be removed from all areas within the Marathon Area by the end of the Augmented Marathon Period.

b. During each Marathon Period, the exclusive right to produce and conduct the Marathon Event in the Marathon Area.

In addition, during the term of this Agreement, the City covenants and agrees that it will not, without Competitor Group's prior written consent, enter into any agreement, understanding or contract, or grant any permits, for a half marathon running event in the City or its vicinity to be held during the 90 days prior to or the 60 days after each Marathon Event held pursuant to this Agreement. Further, the City covenants and agrees that it will not, without Competitor Group's prior written consent, enter into any agreement, understanding or contract, or grant any permits, for a full marathon running event in the City or its vicinity to be held during the 120 days prior to or the 90 days after each Marathon Event held pursuant to this Agreement. Additionally, it is the understanding and intent of the parties to exempt up to three half marathons or training races supported or created by San Antonio Sports ("Exempted Events") from the restrictions set forth in this paragraph. Further, it is the understanding and intent of the parties that in the event that one or more of these Exempted Events undergoes a change in ownership or management (e.g. if an Exempted Event is sold or partnered), Competitor Group shall have the right of first refusal to bid on such Exempted Event(s).

5. Competitor Group Covenants.

Competitor Group covenants and agrees that, during the term hereof, it will:

a. Use the Marathon Area only for the purposes of the Marathon Event(s), and other Marathon-related activities and only at the time and in the places expressly permitted in this Agreement or as otherwise permitted by the City Manager not inconsistent with this Agreement. City reserves and has exclusive rights to the use and occupancy of the City Streets at all times except as expressly permitted to Competitor Group herein.

b. Produce the Events and other Marathon-related activities with respect to each Marathon Event in the Marathon Area each year of the term hereof, on the days and dates as determined hereunder.

c. Restrict all of its activities under this Agreement to the City Streets and any other property to which, or in which, it secures privileges.

d. Obtain a release and waiver of liability or an appropriate indemnity agreement in favor of the City from all registered participants and volunteers.

e. Pay all invoices received from City within 30 days of receipt.

f. Pay, at its sole expense, the Marathon Event Damages resulting from each Marathon Event within 30 days of receiving an invoice from the City.

g. Provide and install at its sole expense the Marathon Materials not otherwise provided by the City in connection with the City Services.

h. At its sole expense, provide adequate portable toilets and related sanitation services for the use of the Participants and Spectators during each Marathon Period within the Marathon Area. Instruct all appropriate parties to take standard industry measures to prevent the spillage of waste or pollutants, including fuel and motor oil, into the storm drains.

i. Submit, no later than September 1 of each Marathon Event year, Detailed Race Plans for the next scheduled Marathon Event that will include detailed route maps that include block-by-block locations of music stages, water stations, portable toilets and any other equipment or material brought into the right-of-way expressly for the races. The City will have final approval of the Detailed Race Plans. The deadline for submission of the Detailed Race Plans may be extended by the City in its sole discretion. If the deadline is extended, the deadline for City approval set forth in Section 6(c) shall also be extended accordingly. The Detailed Race Plans shall also include:

1. Traffic Plan. Working in conjunction with City, provide a traffic management plan containing approval from the Texas Department of Transportation, VIA, San Antonio Police Department, Public Works Traffic Division and any other

necessary entities.

2. Notification Action Plan. Develop and implement a Notification Action Plan which shall include maintenance of an ongoing priority contact database, including key impacted businesses and organizations along the route, including churches, private businesses, apartment and condo complexes. Over the course of 90 days leading up to the Marathon Event, Competitor Group shall make contact with representatives from the priority contact list to confirm race date, route and access, delivering copies of road closure material and scheduling presentations and meetings, as needed and desired by entities on the priority contact list. Competitor Group shall produce and distribute a written notification of the event details, including traffic restrictions, approximately 30 days before the event, to surrounding neighborhoods, businesses, and churches within a minimum of one quarter mile radius from the route. A contact name, or names, representing Competitor Group, and corresponding phone, cellular, or pager number must be included in all notifications. Competitor Group shall list road restrictions and closures and alternate directions to navigate around road closures on web-site information. Competitor Group shall provide similar road closure information to media outlets and encourage them to include this information in event listings, advisories and public service announcements (PSAs) throughout the two week period prior to the event. Competitor Group shall respond to public complaints on a timely basis to provide clarification and understanding of road closures to the public, in an attempt to find a satisfactory resolution. Competitor Group shall maintain a record of notification efforts, specifying location, method and date that shall be provided to the City upon request.

j. Competitor Group acknowledges that it shall be responsible for providing adequate security within the Marathon Area by employing off-duty police officers and for paying the costs of such services in advance of each Marathon Event. City shall assist Competitor Group in making the arrangements for such services through SAPD and its Off-Duty Employment Office, however for purposes of the Fair Labor Standards Act (FLSA), City and Competitor Group shall at all times remain separate and independent employers and Competitor Group will be billed, in advance, directly from the San Antonio Police Department Off-Duty Employment Unit for estimated costs associated with employing security personnel for each Marathon Event.

k. Operate each Marathon Event in material compliance with all applicable federal, state and City laws and regulations, including applicable zoning ordinances, subject to applicable permits, if any.

l. Not prevent reasonable access to private or public facilities per approved Traffic Plan.

m. Working in conjunction with City, obtain all barricades necessary for each Marathon Event and provide for their timely removal in accordance with the Traffic Plan.

n. Actively facilitate and assist with coordinating all City services including, but not limited to, sanitation services, fire and emergency medical related services, law enforcement, Parks and Recreation Department assistance, water services and security services in accordance with this Agreement. A representative of Competitor Group shall be present at all event coordination meetings as deemed necessary by the City for effective Marathon Event planning and implementation.

o. Coordinate with designated City Representative on all efforts for each Marathon Event.

p. Provide a parking plan (and/or shuttle plan if deemend necessary by CGI) to all Marathon Events sufficient to meet the needs of the Event and provide the plan to City for review at least 30 days prior to each Marathon Event.

q. Provide Emergency Medical Service Plan at least 30 days prior to each Marathon Event to include entity providing the service and approval from the San Antonio Fire Department.

r. Obtain a parade permit from the San Antonio Police Department at least 30 days prior to each Marathon Event.

s. Submit documentation of written approval verifying use of private and non-city owned facilities/property to be utilized during event (i.e. band/water stations, etc.) to City Representative at least 30 days prior to each Marathon Event.

t. Obtain all permits for facility rentals, health, fire, police, electrical, etc. and provide evidence of such permits to City Representative prior to the start of each Marathon Event.

u. Be responsible for all expenses associated with Police, Fire, Park Police, Center City Development Office, Solid Waste, Parking, Parks and Recreation, Convention and Sports Facilities, Transportation and Capital Improvements, Animal Care, and all other services and City resources required to stage the Marathon Event to the extent they are required under this Agreement (direct and those billed by City).

v. Implement and submit "green initiatives" throughout the Marathon Events that support the City's Mission Verde Sustainability Plan, including recycling and clothing donation.

w. Provide a concert at the Marathon finish line, at its sole expense.

6. City Covenants.

City covenants and agrees that, during the term hereof, it will:

a. Use its best efforts to assist Competitor Group in obtaining permits and licenses from the City and other governmental entities necessary for Competitor Group to take

full advantage of its privileges under the Agreement, upon normal application and qualification by Competitor Group.

b. At least 30 days prior to the date of approval of the Detailed Race Plans and continuing until commencement of the Moratorium Period, notify Competitor Group of planned developments within, on, or adjacent to, the Marathon Area that may, in the City's reasonable opinion, affect Competitor Group's planning and staging of any Marathon Event or other Marathon related activity. Notwithstanding the foregoing, when City becomes aware of any planned development within, on, or adjacent to, the Marathon Area that the City believes may affect Competitor Group's planning and staging of any Marathon Event, submit nonconfidential information of which it is aware to Competitor Group.

c. Approve the Detailed Race Plans, in writing, at least 30 days prior to each Marathon Event. If necessary, City and Competitor Group shall work together to revise said Plans in order for City to issue such approval.

d. Require any essential changes to the Detailed Race Plans, following the approval provided for above, or make additional requirements for any Marathon Event after reasonable consultation with Competitor Group.

e. Appoint City's Representatives for the purpose of facilitating the development of each Marathon Event. City's Representatives shall be authorized to act on behalf of their respective departments, in order to promptly address issues arising in connection with the Marathon Event so that the resolution of such issues do not unnecessarily impede the progress of such Marathon Event.

f. For each year of the Agreement, provide to Competitor Group as an attachment to this Agreement an official updated estimate of the cost of Police, Fire, Center City Development, Solid Waste, Parks and Recreation, Transportation and Capital Improvements and other services and City resources required to stage the Marathon Event. After the Marathon Event, determine the actual cost of such services required to stage the Marathon Event and if the actual cost exceeds the estimated cost due to requests or changes by Competitor Group, Competitor Group will reimburse the City the difference within 30 days of the receipt of an invoice.

g. <u>City Facilities.</u> Make available facilities for each Marathon Event under the terms of the Alamodome and Henry B. Gonzalez Convention Center License Agreements, which are attached to this Agreement and incorporated herein as Exhibits B and C, respectively.

h. <u>Ancillary Facilities.</u> City shall invoice the Competitor Group accordingly for its use of City parks and other ancillary facilities necessary for each Marathon Event.

i. <u>Sponsorship Agreement.</u> City's Convention and Visitors Bureau shall develop a Sponsorship Agreement for each Marathon Event through its advertising agency of

record. Upon its completion, it shall be attached to this Agreement and incorporated herein as Exhibit D.

7. Entry and Inspection.

Notwithstanding any other term or condition of this Agreement, City reserves, and shall have the right at all reasonable times and upon reasonable notice, to enter the Marathon Area for the purpose of viewing and ascertaining the condition of the same, to protect its interest in the Marathon Area, to inspect the operations conducted thereon, or for public safety or Marathon Event management purposes. If City finds, in its sole discretion, upon such entry or inspection by the City, that the Marathon Area is not in a safe or satisfactory condition, City shall have the right to cause Competitor Group to correct any unsafe or unsatisfactory condition created by Competitor Group or its operation of the Marathon Area. City emergency vehicles shall have access at all times to the Marathon Area for the purpose of protecting life and property, and shall use best efforts to coordinate such access with Competitor Group.

8. Indemnification.

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

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

AGREEMENT.

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

<u>Employee Litigation</u> – In any and all claims against any party indemnified hereunder by any employee of COMPETITOR GROUP, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for COMPETITOR GROUP or any subcontractor under worker's compensation or other employee benefit acts.

9. <u>Insurance</u>

Prior to the commencement of any work under this Agreement, Competitor Group shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Downtown Operations Department, which shall be clearly labeled "***<u>2016-2020 Rock 'N' Roll San Antonio Marathon Events</u>***" 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 Downtown Operations Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

A contractor's financial integrity is of interest to City; therefore, subject to Competitor Group's right to maintain reasonable deductibles in such amounts as are approved by City, Competitor Group shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Competitor Group's sole expense, insurance coverage

written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

	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

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

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

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

- Name City and its officers, officials, employees, volunteers, and elected representatives as 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 City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and auto liability policies will provide a waiver of subrogation in favor of City; and

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than 10 days advance written notice for nonpayment of premium.

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

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

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

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

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

10. <u>Marathon Day</u>.

The dates for each of the Marathon Events for the years 2016 through the termination of this Agreement, or any extension thereof, shall be as follows or such other dates as may be mutually agreed upon by the parties:

December 3-4, 2016
December 2-3, 2017 .
December 1-2 2018

December 7-8, 2019
December 5-6, 2020

If extended,
December 4-5, 2021
December 3-4, 2022

11. Other Events.

Any other events that Competitor Group would plan to stage to promote any Marathon Events would be the sole responsibility and expense of Competitor Group. Any other events besides the Marathon Events will require additional permits and/or licenses for those events, i.e. concerts. Any such event held on City property shall be subject to this Agreement. Any such event held on Private Property will be the sole responsibility and expense of Competitor Group to lease or otherwise contract for the use of that property.

12. Conditions Precedent to Effectiveness of Agreement.

This Agreement shall not be or become effective until the following conditions have been satisfied:

a. Competitor Group has signed this Agreement;

b. An authorized representative of the City has signed this Agreement;

13. Remedies for Breach.

It is understood that the parties shall have the following remedies and rights under this Agreement:

a. In the event that:

(1) Competitor Group breaches or defaults in the performance or fulfillment of any material term, covenant or condition herein, other than its obligations pursuant to Article 5, contained on its part to be performed or filled and shall fail to cure such breach or default within 30 days following written notification from City to Competitor Group (or, if Competitor Group is diligently pursuing a cure, such greater time as may be reasonably necessary to completely cure such breach or default as allowed by City in its sole discretion) specifying the breach or default or defaults complained of and the date on which its rights hereunder will be terminated;

(2) A petition in bankruptcy is filed by or against Competitor Group and not released within 60 days thereafter;

(3) A receiver, trustee in bankruptcy or similar officer is appointed to take charge of Competitor Group or its property;

(4) Competitor Group shall make a general assignment for the benefit of creditors; or

(5) Competitor Group or any of its officers are convicted, plead nolo contenders, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Competitor Group's business;

Then City may, at its sole option, upon written notice to Competitor Group as provided in Article 17, terminate this Agreement.

b. Any election on the part of City to terminate this Agreement must be in writing, properly executed by City and served upon Competitor Group. No termination of this Agreement on account of default by Competitor Group shall be or become effective by operation of law or otherwise, unless and until City shall have given such notice to Competitor Group, specifying the default and Competitor Group shall have failed to cure the default so specified within 30 days following said written notice (or, if Competitor Group is diligently pursuing a cure, such greater time as may be necessary to completely cure such breach or default as is allowed by City in its sole discretion).

c. Competitor Group may terminate this Agreement upon the material breach or default in the performance or fulfillment of any material term, covenant or condition herein by the City, provided Competitor Group shall have given notice in writing to the City, specifying the default and City shall have failed to cure the default so specified within 30 days following said written notice (or, if City is diligently pursuing a cure, such greater time as may be necessary to completely cure such breach or default as is allowed by Competitor Group in its sole discretion).

d. Notwithstanding any other termination provisions herein, City may, in its sole discretion, terminate this Agreement by written notice to Competitor Group on or before August 1 of any Marathon Event year, in the event Competitor Group has failed to make satisfactory progress toward the requirements of Article 5 with respect to the next occurring Marathon Event, provided City has previously given notice to Competitor Group of such failure and Competitor Group shall have failed to cure the failure so specified within 30 days following such notification (or, if Competitor Group is diligently pursuing a cure, such greater time as may be reasonably necessary to completely cure such failure as allowed by City in its sole discretion) .

e. Notwithstanding anything in this Agreement to the contrary, the parties reserve the right to seek specific performance of this Agreement and either party hereto shall have the right to enjoin any anticipatory repudiation of this Agreement by the other.

f. Any termination of this Agreement shall automatically terminate Exhibits B, C and D without any further action.

14. Right to Terminate for Reasons Other than Breach.

In addition to the right to terminate as set forth in Article 13, and notwithstanding that Competitor Group is in compliance with all the requirements of this Agreement, City shall have the right to terminate this Agreement at any time without penalty if the City reasonably determines that the Marathon Event causes such occurrences as undue public endangerment, loss of Private Property, claims for the denial of access to Private Property, and excessive damage to public right of way. In addition to the rights of Competitor Group to terminate this Agreement for the reasons set forth herein, if Competitor Group reasonably determines that the Marathon Event becomes commercially unfeasible due to the loss of, or inability to gain access to, necessary Private Property, or loss or inability to obtain any necessary permits or schedule any events, Competitor Group shall have the right to terminate this Agreement without penalty.

15. When Rights and Remedies Not Waived.

In no event shall any performance by either party hereunder constitute or be construed to be a waiver by such party of any breach of term, covenant, or condition or any default which may then exist on the part of the other party, and the rendering of such performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default; and no assent, expressed or implied to any breach of any one or more terms, covenants or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

16. Assignment and Subcontracting.

City is not obligated or liable under this Agreement to any party other than Competitor Group, and Competitor Group is not liable under this Agreement to any party other than City. Competitor Group understands and agrees that it shall not assign or subcontract with respect to any of its material rights, benefits, obligations or duties as owner, organizer and promoter of the Marathon under this Agreement except upon prior written consent and approval of City, which consent or approval may be withheld in the sole discretion of City. In the event the City consents to an Assignment or subcontract, such action shall not be construed to create any contractual relationship between the City and the assignee or subcontractor, and Competitor Group shall remain fully responsible to City according to the terms of this Agreement. Notwithstanding any of the foregoing, the sale of the Competitor Group during the term of this Agreement shall be considered an approved assignment as long as City reasonably determines, in its sole discretion, that the assignee is able to satisfy the requirements of this Agreement.

17. Notices.

All notices, demands or other communications required or permitted to be given under this Agreement shall be in writing and any and all such items shall be deemed to have been duly

delivered upon personal delivery or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 noon, local time of the recipient, on the immediately following business day after deposit with Federal Express or a similar overnight courier service provides evidence of receipt, addressed as follows:

If to City, to:	Lori Houston, Assistant City Manager City Hall 100 Military Plaza San Antonio, Texas 78205
If to Competitor Group, Inc. to:	Josh Furlow President Competitor Group 9477 Waples St. San Diego, CA 92121

18. Construction of this Agreement.

a. Governing Law. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of any applicable federal, state and local law or regulation. This Agreement shall be governed in accordance with the laws of the State of Texas, which will be controlling in any dispute that arises hereunder.

b. Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

c. Time. The parties agree that in the performance of the terms, conditions and requirements of this Agreement, time is of the essence.

d. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Competitor Group as are permitted to succeed Competitor Group's rights unto and subject to the terms hereof.

e. Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

f. Reasonableness of Consent or Approval. Unless otherwise specifically provided to the contrary, decisions, approvals, permissions or consents shall be made or granted in the reasonable discretion of the party making the same. Further, unless a specific time frame is provided herein, any approval, permission or consent shall not be unreasonably withheld or delayed. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards and business and economic considerations.

g. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

h. Survival of Certain Agreement Provisions. The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein.

i. Days. Unless specified otherwise in this Agreement, the term "days" shall refer to calendar days.

19. Status of Competitor Group.

Competitor Group covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Competitor Group 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 consultants; that the doctrine of respondent superior shall not apply as between City and Competitor Group, 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 venturers between City and Competitor Group. The parties hereto understand and agree that City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Competitor Group under this Agreement and that Competitor Group has no authority to bind City.

20. Legal Authority.

a. Each party assures and guarantees the other that it possesses the legal authority to enter into this Agreement.

b. The person or persons signing and executing this Agreement on behalf of each party do hereby warrant and guarantee that he/she or they have been fully authorized by the related party to execute this Agreement on behalf of such party and to validly and legally bind such party to all the terms, performances and provisions herein set forth.

c. Each party shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of the other party or the person signing the Agreement to enter into this Agreement.

21. No Third Party Beneficiary.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Competitor Group, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person, including, but not limited to subcontractors, subconsultants, and suppliers set forth herein. It is the express intention of City and Competitor Group that any person or entity other than City or Competitor Group receiving services or benefits under this Agreement shall be deemed a third party beneficiary. City shall not be liable for payment to any of Competitor Group's third party beneficiaries.

22. Parties' Obligations with Respect to Confidential Information.

The parties agree that issues governing the use and disclosure of Confidential Information, as defined below, provided to or made available to City by Competitor Group will be governed by the following provisions:

a. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" means all information, of any nature and in any form, regardless of when given, that (i) is disclosed or provided by or through Competitor Group to City pursuant to performance of this Agreement, including but not limited to documents referenced in Section (e) below; and (ii) has been clearly marked or indicated in writing as being confidential by Competitor Group. Information falling within this definition shall be treated by City as confidential proprietary information of Competitor Group, subject to the provisions of the Texas Public Information Act and under any court order. Information not so marked or indicated will not be considered to be Confidential Information.

b. Use of Confidential Information. Except as expressly provided in this Agreement or as otherwise mandated by the Texas Public Information Act, or other applicable law, City will not disclose Confidential Information to anyone without the prior written consent of Competitor Group. City will not use, or permit others to use, Confidential Information for any purpose other than actions incidental to the performance and enforcement of this Agreement between the City and Competitor Group, including but not limited to auditing of records by Competitor Group by the City Auditor and/or other representatives of City. City will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information.

c. Public Records Requests. The parties recognize that the mere marking of a document as "Confidential" does not render it conclusively confidential under the Texas Public Information Act. In the event that City is served with an open records request or subpoena from any third party requesting all or part of any Confidential Information as defined herein, City shall give timely notice to Competitor Group of the request or subpoena within the time parameters of the Texas Public Information Act or of any applicable court rule. Upon receipt of the notice from City, Competitor Group may, at its option, immediately seek judicial relief (including, without limitation the issuance of a

temporary restraining order) preventing the disclosure of the Confidential Information or make arguments to the Texas Attorney General, as provided for under the Teas Public Information Act and shall defend, save and hold harmless and indemnify City and its agents and employees with respect to such issues. Competitor Group's failure to seek judicial relief or to seek a ruling from the Texas Attorney General within 10 days of notice from the City or the failure of Competitor Group to notify City of such efforts shall entitle City to disclose the Confidential Information to the person seeking the disclosure.

d. Disclosure Prohibited. Neither party shall, at any time or in any manner, either directly or intentionally by indirect means, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure including, without limitation, the trade secrets of business or entities doing business with either party and other privileged or confidential information.

e. Review of Documents. Competitor Group covenants that City shall have the right to review its agreement with subcontractors, vendors and assigns and its agreements with Private Property holders, in each case that relate specifically to the Marathon Event. Competitor Group shall make these agreements available to City, at a City location, upon request. Notwithstanding anything in this Agreement to the contrary, the City shall not copy or retain a copy of the agreements, and any review thereof by City shall be subject to the confidentiality standards of this Article. The review shall be conducted only by City employees who have a "need to know" in connection with the provisions of this Agreement.

23. Examination of Records.

Competitor Group agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of four (4) years after termination of this Agreement and any subsequent extensions thereof. All records' subject to audit findings shall be retained for four (4) years after such findings have been resolved. In the event Competitor Group goes out of existence, Competitor Group shall turn over to City all of such records and supporting documentation that relate to this Agreement to be retained by City for the required period of time.

24. Post Event Report.

Competitor Group shall provide to City a post Marathon Event report for each Marathon Event that shows attendance numbers, downtown room occupancy, estimated economic impact, media distribution, police and emergency response actions, and other items that will help City determine the success of the Marathon Event for the downtown and the metropolitan area. Competitor Group shall deliver to the City a preliminary draft summary report concerning each Marathon Event within sixty (60) days of that Marathon Event and a final report with the economic impact of each Marathon Event within 120 days of that Marathon Event.

25. Non Discrimination.

As a party to this Agreement, Competitor Group 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.

26. Taxes, Permits and Licenses.

Competitor Group agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses, municipal, state or federal, required for the conduct of business hereunder and further agrees not to permit any of such taxes, excises or license or permit fees to become delinquent. Competitor Group further agrees to furnish City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Competitor Group of all required licenses and permits and all taxes. Competitor Group further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent in any material respect and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of City under this Agreement.

27. Force Majeure.

The rights and obligations of the parties to this Agreement shall be subject to delays or cancellation caused by strikes, fires, accident, acts of terrorism, war, adverse weather, acts of God, or orders of any military, civil or government authority beyond the control of the best efforts of the parties, and should such event or events occur from time to time the rights or obligations of the parties affected thereby, if any, shall be continued for a period equal to the period resulting from such delay, or suspended or excused pro rata. Notwithstanding the foregoing, in the event of a delay as a result of one or more of the foregoing events that continues for 60 days, Competitor Group shall have the right to terminate this Agreement without penalty.

28. Intellectual Property Ownership.

All present and future rights, title and interest to intellectual property of Competitor Group and its affiliates, including without limitation the rights to the name "Rock 'n' Roll San San Antonio Marathon & Half Marathon" and all variations of that name in which Competitor Group has an intellectual property interest ("Competitor Group's Intellectual Property"), are and will remain the sole and exclusive property of Competitor Group. Competitor Group grants to City a non-exclusive, royalty-free license to utilize Competitor Group's Intellectual Property for the sole purpose of promoting, marketing and advertising the Marathon Events for the term of this Agreement; provided that Sponsor may not use any of Competitor Group's Intellectual Property (including, without limitation, the Marathon Event logos) unless such use is specifically consented to in advance by Competitor Group. All goodwill arising from the use by City of Competitor Group's Intellectual Property pursuant to the provisions of this Agreement will inure to the benefit of and be the exclusive property of Competitor Group.

29. Agreement as Complete Integration-Amendments.

This Agreement is intended as the complete integration of all understandings between the parties pertaining to the subject matter of the Agreement. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendment or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

30. Incorporation of Exhibits.

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:

Exhibit A: Detailed Race Plans
Exhibit B: Alamodome License Agreement
Exhibit C: Henry B. Gonzalez Convention Center License Agreement
Exhibit D: Sponsorship Agreement

In the event of a conflict between this Agreement and any of the Exhibits, this Agreement shall be controlling.

IN WITNESS WHEREOF, this Agreement is executed by City and by Competitor Group, and both have caused this Agreement to be executed as of the day and year first above written.

CITY OF SAN ANTONIO, TEXAS

_____
Sheryl Sculley, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

COMPETITOR GROUP, INC.

_____
Josh Furlow
President

EXHIBIT A

TO BE PROVIDED

EXHIBIT B

CITY OF SAN ANTONIO
ALAMODOME

November 17, 2015

Mr. Josh Furlow
President
Competitor Group, Inc.
9477 Waples Street, Suite 150
San Diego, CA 92121

Dear Mr. Furlow:

This will serve as the Letter of Agreement between the City of San Antonio (Convention & Sports Facilities/Alamodome) and Competitor Group, Inc (Licensee). The City and Licensee are in mutual agreement that the Rock 'n Roll Marathon shall be held in Parking Lot B and C in accordance with the 5-Year term, with one two-year option, shown below:

TERM:

Sunday, December 4, 2016	12:00 a.m. – 11:59 p.m.
Sunday, December 3, 2017	12:00 a.m. – 11:59 p.m.
Sunday, December 2, 2018	12:00 a.m. – 11:59 p.m.
Sunday, December 8, 2019	12:00 a.m. – 11:59 p.m.
Sunday, December 6, 2020	12:00 a.m. – 11:59 p.m.
Sunday, December 5, 2021	12:00 a.m. – 11:59 p.m.
Sunday, December 4, 2022	12:00 a.m. – 11:59 p.m.

Licensee shall notify City in writing no later than 90 days after the conclusion of the 2020 Event, of its intent to exercise the one two-year option shown above. The dates for each of the Events for the years 2016 through the termination of this Agreement, or any extension thereof, shall be as stated above or such other dates as may be mutually agreed upon by the parties.

Should any or all of the December 2016-2022 dates, as applicable, currently held for UTSA not be utilized, City shall notify Licensee of the dates as they become available to allow Licensee additional ingress days into parking lots. Any such additional ingress day(s) shall be included in this Letter of Agreement through an addendum, which shall not require further City Council approval. If Licensee elects to use such additional ingress day(s) within the two-week period specified for payment, Licensee shall pay the move-in fee due upon notifying City of its election to use the additional ingress day(s).

LOCATION: Parking Lot B and Parking Lot C located at the Alamodome shall be used by Licensee for the Rock 'n Roll Marathon Race Day Finish Line.

CITY OF SAN ANTONIO
ALAMODOME

RENTAL FEE: The Event day(s) rental fee for the use of Parking Lot B shall be $7,500 per Event day, which includes two (2) ingress days free of charge. The Event day(s) rental fee for the use of Parking Lot C shall be $7,500 per Event day, which includes one (1) ingress day free of charge. Parking Lot A may be made available as an additional parking lot for a rental fee of $7,500 per Event Day, which will not include ingress days. If additional ingress days are required for the use of the three (3) Alamodome parking lots, Licensee shall pay City an additional rental fee of $7,500 per parking lot for each additional ingress day. The rental fee is to be submitted by Licensee to City at least two weeks prior to the Rock 'n Roll Marathon Race Day Finish Line.

STAFFING FEE: If the City determines parking lot attendants are necessary for this Event, the City shall post the minimum requirement of parking lot attendants at each designated parking lot for the safety and welfare of all involved in the Rock 'n Roll Marathon. City shall bill Licensee for the cost associated with parking lot attendants, if City deems parking lot staff is necessary.

OTHER STAFF & EQUIPMENT: All other event staffing (medical services, fire marshal services, etc.) and equipment services required for this Event shall be coordinated and requested by the Licensee at the expense of the Licensee.

SECURITY: The Alamodome does not provide security in the parking lots. If security is required, Licensee may contact the San Antonio Police Department Off-Duty Employment Unit at (210) 207-7020 to arrange for security in the parking lots at the expense of the Licensee.

CATERING: Catering services can be made available at the expense of the Licensee, unless prior arrangements have been reviewed, approved and mutually agreed upon by the Licensee and the Alamodome Management Team. No other party shall be allowed to provide catering, concessions, nor delivery services inside/outside the Alamodome. 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 & Sports Facilities. Food and beverage services including water are arranged through City's designated Caterer only at Licensee's expense. IF APPLICABLE: Food and beverage sampling/distribution provided by Licensee will be subject to prior approval of the General Manager of the Alamodome/Convention, Sports, & Entertainment 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.

COPYRIGHT 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.

CITY OF SAN ANTONIO
ALAMODOME

COPYRIGHT INDEMNIFICATION: **LICENSEE agrees to INDEMNIFY and DEFEND at its own expense CITY, its officials, and 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.**

ADVERTISING 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 & Sports Facilities or his/her designee 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. **The type, content, location, installation, and removal of sponsor identification must receive prior approval from the** General Manager of the Alamodome/Convention & Sports Facilities.

ADVERTISING 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 beverages advertising in any form placed in the Alamodome and all parking lots, walkways, driveways and plaza areas included within the Alamodome complex, except that Licensee's beverage sponsors may display identification including banners .

CITY OF SAN ANTONIO
ALAMODOME

ADVERTISING 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.

GOVERNING LAW: 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. 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 the Americans with Disabilities Act (ADA).

TERMINATION: Violation by Licensee of any material covenant, agreement or condition contained herein shall be cause for termination hereof by City. In such a case, Licensee forfeits any payment already made and is entitled to a refund only if the canceled space is re-booked to another party. In addition, City may likewise terminate this Agreement if Licensee should, prior to the date of occupancy thereunder, violate any material covenant, agreement, or condition in any other agreement which Licensee might have for use of the Convention Facilities or should a court having jurisdiction over Licensee take its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act. Written notice of such cancellation will be given to Licensee by Director. Licensee waives any and all claims for damages against City resulting from such cancellation.

City shall notify Licensee of any breach in writing, specifying the nature of the breach and providing for a reasonable time to cure such breach. Should Licensee fail to cure such breach in a reasonable time, City may cancel this Agreement.

Should Licensee relocate the Event to another venue, Licensee agrees to notify City by certified written documentation informing City of such change. Upon receipt of the certified written documentation from Licensee, this Agreement shall immediately terminate and City agrees to release Licensee from all payments for future Events.

INSURANCE: Attachment "A" contains the insurance requirements and indemnification clause for this event. The City of San Antonio Risk Management Department is requesting that the actual Endorsement Page from the policy where the City is added as an additional insured, either specifically named or a blanket endorsement be submitted along with the Certificate of Liability. The certificate alone is not evidence of coverage for the City of San Antonio. Per the Letter of Agreement that Licensee signs, the City must be added as an additional insured onto the Commercial General Liability policy. This can only be done by endorsing the policy. The certificate is only a snapshot of what coverage was purchased; it does not guarantee coverage to the City of San Antonio. Therefore, the Risk Management Department will not approve the Certificate of Liability without the Endorsement Page. It is very important Licensee comply with this request.

COMPLIANCE: Licensee shall require that all of its subcontractors and vendors comply fully with the terms and conditions of this Agreement.

CITY OF SAN ANTONIO
ALAMODOME

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.

NOISE ORDINANCE: The City of San Antonio will be enforcing the Noise Ordinance during all Events held at the Alamodome in an effort to maintain a good relationship with the residential neighborhood community next to the Alamodome. Music, practices, and rehearsals for any parking lot Events, during the week and/or weekends, are to be held between 7:00 a.m. - 10:00 p.m. Code Enforcement Officers will monitor the noise decibels at the Alamodome and investigate any residential complaints. Licensee understands that Code Enforcement Officers shall enforce and issue citations to Events in violation of the noise ordinance.

If you concur with the information above, please sign in blue ink in the appropriate space below, scan the Letter of Agreement, and email directly to Lupe Gutierrez, Booking & Services Coordinator, at Guadalupe.Gutierrez@sanantonio.gov. A fully executed Letter of Agreement will then be returned to you by email as well. If you have any parking-related questions, please feel free to contact Frank Anaya, Jr., Alamodome Parking Coordinator, at (210) 207-3754 or should parking lot gates need to be unlocked, please contact Alamodome Security Control Office at (210) 207-3680.

Respectfully,

Michael Flores
Booking & Services Manager

CITY OF SAN ANTONIO

Nicholas A. Langella, CFE
Alamodome General Manager
Convention & Sports Facilities

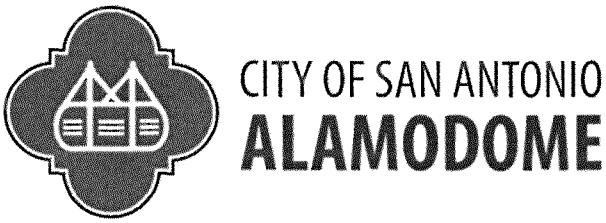
Date: _____

LICENSEE

(Please Sign in Blue Ink)

Josh Furlow
President
Competitor Group, Inc.

Date: 11/16/2015



ATTACHMENT A

Insurance

1.1 Prior to the commencement of any work under this Agreement, Licensee shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Convention & Sports Facilities Department, which shall be clearly labeled "***Rock 'N' Roll San Antonio ½ Marathon & Full Marathon***" in the Description of Operations block of the Certificate. The original 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 original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Convention, Sports and Entertainment Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

1.2 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.

1.3 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:

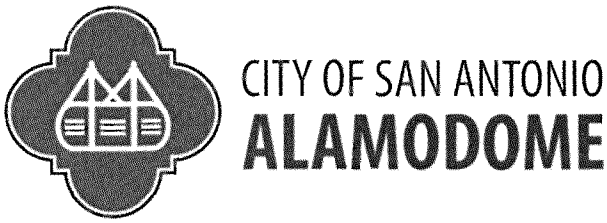
	TYPE	AMOUNT
1.	Workers' Compensation Employers' Liability	Statutory $500,000/$500,000/$500,000

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



1.4 As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by City, 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 & Sports Facilities - Alamodome
100 Montana Street
San Antonio, Texas 78203-1033

1.5 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 policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of City; and

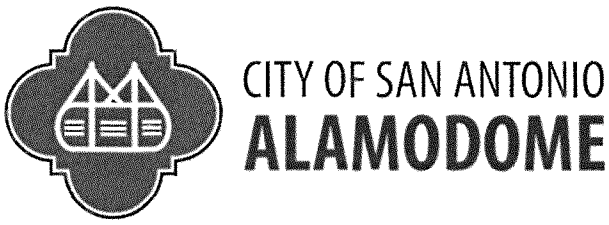
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than 10 days advance written notice for nonpayment of premium.

1.6 Within five (5) 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.

1.7 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.

1.8 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.

1.9 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.



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

INDEMNIFICATION

2.1 LICENSEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to LICENSEE'S activities under this AGREEMENT, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant, subcontractor or vendor of LICENSEE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

2.3 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.

2.4 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.

EXHIBIT C

CITY OF SAN ANTONIO
CONVENTION & SPORTS FACILITIES

November 12, 2015

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

RE: November 30, 2016 – December 3, 2016 "RNR Marathon Expo"
November 29, 2017 – December 2, 2017
November 28, 2018 – December 1, 2018
December 4, 2019 – December 7, 2019
December 2, 2020 – December 5, 2020
December 1, 2021 – December 4, 2021 *(Option Year)*
November 30, 2022 – December 3, 2022 *(Option Year)*

Dear Mr. Walton:

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

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

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

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

Sincerely,

Jeff Cook

Jeff Cook, CMP
Booking and Services Manager

Enc.

JC/me

INFORMATION SHEET

SAP # 36946

SAN ANTONIO		CONTRACT #	51886 FILE # C-4
CONVENTION FACILITIES	STREET ADDRESS:	CLASS & TYPE	Class III Conv. With Exhibits (NT)
P.O. BOX 1809	200 EAST MARKET STREET	DATE	November 2, 2015
SAN ANTONIO, TEXAS 78296	SAN ANTONIO, TEXAS 78205	RENT DEP.	$28,760.00
(210) 207-8500	www.sahbgcc.com	PAYABLE TO THE	***CITY OF SAN ANTONIO***

LICENSEE	Competitor Group, Inc.	EVENT	RNR Marathon Expo 2016
		WEB ADDRESS	www.runrocknroll.com
ADDRESS	9477 Waples Street, Suite 150 San Diego, CA 92121		***PLEASE NOTE**: UNLESS REQUESTED OTHERWISE, THIS INFORMATION IS OPEN TO THE PRESS, THE PUBLIC AND OUR WEBSITE CALENDAR WITH HYPERLINKS APPROVE LINK TO YOUR WEBSITE VIA OUR CALENDAR OF EVENTS YES _____ NO_____
CONTACT	Bruce Walton	EVENT CONTACT	SAME
TITLE	Director, Government Relations	TITLE	
PHONE	858-450-6510 FAX 858-450-6905	PHONE	FAX:
CELL PHONE		CELL PHONE	
EMAIL	bwalton@competitorgroup.com	EMAIL	

DAILY ROOM AND SPACE USAGE IS LISTED IN CONTRACT – ADDENDUM I

DATES REQUESTED

MOVE-IN DATE	11/30/16	TIME	06:00 AM	AGE GROUP: Adults			EST ATTENDANCE: 20,000			
STARTING DATE	12/02/16	TIME	11:00 AM	EXHIBITS:	YES	X	NO		NUMBER	TBD
ENDING DATE	12/03/16	TIME	05:00 PM	EXHIBIT AREA (S):	Exhibit Hall 4 & Bridge Hall					
MOVE-OUT DATE	12/03/16	TIME	11:59 PM	POLICE REQUIRED (EXTRA CHARGE): Advise						

**** ADDITIONAL $400.00 PER HOUR, PER ROOM FOR ANY FUNCTION THAT EXTENDS PAST 12:00 MIDNIGHT.***

EXCLUSIVE SERVICE PROVIDERS
CONTACT INFORMATION

CATERING, CONCESSIONS & NOVELTIES	THE RK GROUP	(210) 225-4535
EVENT SECURITY	SAPD OFF DUTY UNIT	(210) 207-7020
TELECOMMUNICATIONS / INTERNET SERVICES	SMARTCITY NETWORKS	(210) 258-8900
TICKET SALES (Lila Cockrell Theatre)	TICKETMASTER / KATHY ROBINSON, *Fiscal Officer*	(210) 207-8554
BUSINESS CENTER	THE UPS STORE	(210) 258-8950
RIGGING SERVICES	PSAV	(210) 308-0182
ELECTRICAL SERVICES **Limited electrical services (110v) included in rental of ballrooms and meeting rooms only.*	EDLEN ELECTRICAL EXHIBITION SERVICES	(210) 662-9450
	FREEMAN ELECTRICAL SERVICES	(210) 227-0341
FIRE MARSHALL	SAN ANTONIO FIRE MARSHALL OFFICE	(210) 207-3695
PREFERRED SERVICE PROVIDERS		
PRODUCTION & AUDIO-VISUAL SERVICES	PSAV PRESENTATION SERVICES	(210) 308-0182

COMMERCIAL GENERAL LIABILITY INSURANCE

PLEASE NOTE: CITY REQUIRES $1,000,000.00 GENERAL LIABILITY EACH OCCURRENCE, AND $2,000,000.00 GENERAL AGGREGATE WITH THE *CITY OF SAN ANTONIO* NAMED AS ADDITIONALLY INSURED.

*****INSURANCE CERTIFICATE & ENDORSEMENT SHEET DUE 60 DAYS PRIOR TO EVENT *****

SIGNATURE: I HEREBY CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE ABOVE ORGANIZATION; AS AN AUTHORIZED REPRESENTATIVE OF THE LICENSEE, I UNDERSTAND THE ABOVE STATEMENTS AND THE LICENSEE IS RESPONSIBLE FOR THE RELATED COSTS OUTLINED IN THE ATTACHED LICENSE AGREEMENT.

SIGNED_____

TITLE_President_____

FOR INTERNAL USE ONLY

XH1 N REG ____ XH 1 ____ XH2 S REG ____ XH2 ____ 220 ____ 221-225 ____ 301-305 ____ SOUTH TERRACE ____ SNB ____

XH 3 E REG ____ XH3 ____ TV ____ XH 4 REG ____ XH 4 X XH 4-A ____ XH 4-B ____ 205-215 ____ 216 - 218 ____ HFB (Ballroom C) ____

BRIDGE HALL X BOARDROOM ____ LCT ____ 004-005 ____ 006-007-008 ____ THE LDR ____ GROTTO ____ PV

Bleachers ____ *Pit Removal (LCT Only)* ____ *Orchestra Shell (LCT Only)* ____ *Sound/Light Control Station (LCT Only)* ____

*BC (JC):*_____ *EBMS:* _____ *EC:*_____

INFORMATION SHEET

SAP # 36946

SAN ANTONIO		CONTRACT #	51929 FILE # C-4
CONVENTION FACILITIES	STREET ADDRESS:	CLASS & TYPE	Class III Conv. With Exhibits (NT)
P.O. BOX 1809	200 EAST MARKET STREET	DATE	November 2, 2015
SAN ANTONIO, TEXAS 78296	SAN ANTONIO, TEXAS 78205	RENT DEP.	$28,760.00
(210) 207-8500	www.sahbgcc.com	PAYABLE TO THE ***CITY OF SAN ANTONIO***	

LICENSEE	Competitor Group, Inc.	EVENT	RNR Marathon Expo 2017
		WEB ADDRESS	www.runrocknroll.com
ADDRESS	9477 Waples Street, Suite 150 San Diego, CA 92121		**PLEASE NOTE**: UNLESS REQUESTED OTHERWISE, THIS INFORMATION IS OPEN TO THE PRESS, THE PUBLIC AND OUR WEBSITE CALENDAR WITH HYPERLINKS APPROVE LINK TO YOUR WEBSITE VIA OUR CALENDAR OF EVENTS YES _____ NO _____
CONTACT	Bruce Walton	EVENT CONTACT	SAME
TITLE	Director, Government Relations	TITLE	
PHONE	858-450-6510 FAX 858-450-6905	PHONE	FAX:
CELL PHONE		CELL PHONE	
EMAIL	bwalton@competitorgroup.com	EMAIL	

DAILY ROOM AND SPACE USAGE IS LISTED IN CONTRACT – ADDENDUM I

DATES REQUESTED

MOVE-IN DATE	11/29/17	TIME	06:00 AM	AGE GROUP: Adults		EST ATTENDANCE: 20,000			
STARTING DATE	12/01/17	TIME	11:00 AM	EXHIBITS: YES	X	NO		NUMBER	TBD
ENDING DATE	12/02/17	TIME	05:00 PM	EXHIBIT AREA (S):	Exhibit Hall 4 & Bridge Hall				
MOVE-OUT DATE	12/02/17	TIME	11:59 PM	POLICE REQUIRED (EXTRA CHARGE): Advise					

**** ADDITIONAL $400.00 PER HOUR, PER ROOM FOR ANY FUNCTION THAT EXTENDS PAST 12:00 MIDNIGHT.***

EXCLUSIVE SERVICE PROVIDERS
CONTACT INFORMATION

CATERING, CONCESSIONS & NOVELTIES	THE RK GROUP	(210) 225-4535
EVENT SECURITY	SAPD OFF DUTY UNIT	(210) 207-7020
TELECOMMUNICATIONS / INTERNET SERVICES	SMARTCITY NETWORKS	(210) 258-8900
TICKET SALES (Lila Cockrell Theatre)	TICKETMASTER / KATHY ROBINSON, *Fiscal Officer*	(210) 207-8554
BUSINESS CENTER	THE UPS STORE	(210) 258-8950
RIGGING SERVICES	PSAV	(210) 308-0182
ELECTRICAL SERVICES **Limited electrical services (110v) included in rental of ballrooms and meeting rooms only.*	EDLEN ELECTRICAL EXHIBITION SERVICES	(210) 662-9450
	FREEMAN ELECTRICAL SERVICES	(210) 227-0341
FIRE MARSHALL	SAN ANTONIO FIRE MARSHALL OFFICE	(210) 207-3695

PREFERRED SERVICE PROVIDERS

PRODUCTION & AUDIO-VISUAL SERVICES	PSAV PRESENTATION SERVICES	(210) 308-0182

COMMERCIAL GENERAL LIABILITY INSURANCE

PLEASE NOTE: CITY REQUIRES $1,000,000.00 GENERAL LIABILITY EACH OCCURRENCE, AND $2,000,000.00 GENERAL AGGREGATE WITH THE *CITY OF SAN ANTONIO* NAMED AS ADDITIONALLY INSURED.

*****INSURANCE CERTIFICATE & ENDORSEMENT SHEET DUE 60 DAYS PRIOR TO EVENT *****

SIGNATURE: I HEREBY CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE ABOVE ORGANIZATION; AS AN AUTHORIZED REPRESENTATIVE OF THE LICENSEE, I UNDERSTAND THE ABOVE STATEMENTS AND THE LICENSEE IS RESPONSIBLE FOR THE RELATED COSTS OUTLINED IN THE ATTACHED LICENSE AGREEMENT.

SIGNED _____

TITLE President

FOR INTERNAL USE ONLY

XH1 N REG ____ XH 1 ____ XH2 S REG ____ XH2 ____ 220 ____ 221-225 ____ 301-305 ____ SOUTH TERRACE ____ SNB ____

XH 3 E REG ____ XH3 ____ TV ____ XH 4 REG ____ XH 4 X XH 4-A ____ XH 4-B ____ 205-215 ____ 216 - 218 ____ HFB (Ballroom C) ____

BRIDGE HALL X BOARDROOM ____ LCT ____ 004-005 ____ 006-007-008 ____ THE LDR ____ GROTTO ____ PV ____

Bleachers ____ *Pit Removal (LCT Only)* ____ *Orchestra Shell (LCT Only)* ____ *Sound/Light Control Station (LCT Only)* ____

BC (JC): _____ *EBMS:* _____ *EC:* _____

INFORMATION SHEET

SAP # 36946

SAN ANTONIO		CONTRACT #	51926 FILE # C-4
CONVENTION FACILITIES	STREET ADDRESS:	CLASS & TYPE	Class III Conv. With Exhibits (NT)
P.O. BOX 1809	200 EAST MARKET STREET	DATE	November 2, 2015
SAN ANTONIO, TEXAS 78296	SAN ANTONIO, TEXAS 78205	RENT DEP.	$28,760.00
(210) 207-8500	www.sahbgcc.com	PAYABLE TO THE	***CITY OF SAN ANTONIO***

LICENSEE	Competitor Group, Inc.	EVENT	RNR Marathon Expo 2018
		WEB ADDRESS	www.runrocknroll.com
ADDRESS	9477 Waples Street, Suite 150 San Diego, CA 92121		***PLEASE NOTE**: UNLESS REQUESTED OTHERWISE, THIS INFORMATION IS OPEN TO THE PRESS, THE PUBLIC AND OUR WEBSITE CALENDAR WITH HYPERLINKS APPROVE LINK TO YOUR WEBSITE VIA OUR CALENDAR OF EVENTS YES _____ NO_____
CONTACT	Bruce Walton	EVENT CONTACT	SAME
TITLE	Director, Government Relations	TITLE	
PHONE	858-450-6510 FAX 858-450-6905	PHONE	FAX:
CELL PHONE		CELL PHONE	
EMAIL	bwalton@competitorgroup.com	EMAIL	

DAILY ROOM AND SPACE USAGE IS LISTED IN CONTRACT – ADDENDUM I

DATES REQUESTED

MOVE-IN DATE	11/28/18	TIME	06:00 AM	AGE GROUP: Adults		EST ATTENDANCE: 20,000			
STARTING DATE	11/30/18	TIME	11:00 AM	EXHIBITS: YES	X	NO		NUMBER	TBD
ENDING DATE	12/01/18	TIME	05:00 PM	EXHIBIT AREA (S):	Exhibit Hall 4 & Bridge Hall				
MOVE-OUT DATE	12/01/18	TIME	11:59 PM	POLICE REQUIRED (EXTRA CHARGE): Advise					

*** ADDITIONAL $400.00 PER HOUR, PER ROOM FOR ANY FUNCTION THAT EXTENDS PAST 12:00 MIDNIGHT.***

EXCLUSIVE SERVICE PROVIDERS
CONTACT INFORMATION

CATERING, CONCESSIONS & NOVELTIES	THE RK GROUP	(210) 225-4535
EVENT SECURITY	SAPD OFF DUTY UNIT	(210) 207-7020
TELECOMMUNICATIONS / INTERNET SERVICES	SMARTCITY NETWORKS	(210) 258-8900
TICKET SALES (Lila Cockrell Theatre)	TICKETMASTER / KATHY ROBINSON, *Fiscal Officer*	(210) 207-8554
BUSINESS CENTER	THE UPS STORE	(210) 258-8950
RIGGING SERVICES	PSAV	(210) 308-0182
ELECTRICAL SERVICES **Limited electrical services (110v) included in rental of ballrooms and meeting rooms only.*	EDLEN ELECTRICAL EXHIBITION SERVICES	(210) 662-9450
	FREEMAN ELECTRICAL SERVICES	(210) 227-0341
FIRE MARSHALL	SAN ANTONIO FIRE MARSHALL OFFICE	(210) 207-3695

PREFERRED SERVICE PROVIDERS

PRODUCTION & AUDIO-VISUAL SERVICES	PSAV PRESENTATION SERVICES	(210) 308-0182

COMMERCIAL GENERAL LIABILITY INSURANCE

PLEASE NOTE: CITY REQUIRES $1,000,000.00 GENERAL LIABILITY EACH OCCURRENCE, AND $2,000,000.00 GENERAL AGGREGATE WITH THE *CITY OF SAN ANTONIO* NAMED AS ADDITIONALLY INSURED.

*****INSURANCE CERTIFICATE & ENDORSEMENT SHEET DUE 60 DAYS PRIOR TO EVENT *****

SIGNATURE: I HEREBY CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE ABOVE ORGANIZATION; AS AN AUTHORIZED REPRESENTATIVE OF THE LICENSEE, I UNDERSTAND THE ABOVE STATEMENTS AND THE LICENSEE IS RESPONSIBLE FOR THE RELATED COSTS OUTLINED IN THE ATTACHED LICENSE AGREEMENT.

SIGNED_____

TITLE President

FOR INTERNAL USE ONLY

XH1 N REG ____ XH 1 ____ XH2 S REG ____ XH2 ____ 220 ____ 221-225 ____ 301-305 ____ SOUTH TERRACE ____ SNB ____

XH 3 E REG ____ XH3 ____ TV ____ XH 4 REG ____ XH 4 X XH 4-A ____ XH 4-B ____ 205-215 ____ 216 - 218 ____ HFB (Ballroom C) ____

BRIDGE HALL X BOARDROOM ____ LCT ____ 004-005 ____ 006-007-008 ____ THE LDR ____ GROTTO ____ PV ____

Bleachers ____ *Pit Removal (LCT Only)* ____ *Orchestra Shell (LCT Only)* ____ *Sound/Light Control Station (LCT Only)* ____

*BC (JC):*_____ *EBMS:* _____ *EC:*_____

INFORMATION SHEET

SAP # 36946

SAN ANTONIO		CONTRACT #	51927 FILE # C-4
CONVENTION FACILITIES	STREET ADDRESS:	CLASS & TYPE	Class III Conv. With Exhibits (NT)
P.O. BOX 1809	200 EAST MARKET STREET	DATE	November 2, 2015
SAN ANTONIO, TEXAS 78296	SAN ANTONIO, TEXAS 78205	RENT DEP.	$28,760.00
(210) 207-8500	www.sahbgcc.com	PAYABLE TO THE	***CITY OF SAN ANTONIO***

LICENSEE	Competitor Group, Inc.	EVENT	RNR Marathon Expo 2019
		WEB ADDRESS	www.runrocknroll.com
ADDRESS	9477 Waples Street, Suite 150 San Diego, CA 92121		***PLEASE NOTE**: UNLESS REQUESTED OTHERWISE, THIS INFORMATION IS OPEN TO THE PRESS, THE PUBLIC AND OUR WEBSITE CALENDAR WITH HYPERLINKS APPROVE LINK TO YOUR WEBSITE VIA OUR CALENDAR OF EVENTS YES _____ NO_____
CONTACT	Bruce Walton	EVENT CONTACT	SAME
TITLE	Director, Government Relations	TITLE	
PHONE	858-450-6510 FAX 858-450-6905	PHONE	FAX:
CELL PHONE		CELL PHONE	
EMAIL	bwalton@competitorgroup.com	EMAIL	

DAILY ROOM AND SPACE USAGE IS LISTED IN CONTRACT – ADDENDUM I

DATES REQUESTED

MOVE-IN DATE	12/04/19	TIME	06:00 AM	AGE GROUP: Adults		EST ATTENDANCE: 20,000			
STARTING DATE	12/05/19	TIME	11:00 AM	EXHIBITS: YES	X	NO		NUMBER	TBD
ENDING DATE	12/07/19	TIME	05:00 PM	EXHIBIT AREA (S):	Exhibit Hall 4 & Bridge Hall				
MOVE-OUT DATE	12/07/19	TIME	11:59 PM	POLICE REQUIRED (EXTRA CHARGE): Advise					

**** ADDITIONAL $400.00 PER HOUR, PER ROOM FOR ANY FUNCTION THAT EXTENDS PAST 12:00 MIDNIGHT.***

EXCLUSIVE SERVICE PROVIDERS
CONTACT INFORMATION

CATERING, CONCESSIONS & NOVELTIES	THE RK GROUP	(210) 225-4535
EVENT SECURITY	SAPD OFF DUTY UNIT	(210) 207-7020
TELECOMMUNICATIONS / INTERNET SERVICES	SMARTCITY NETWORKS	(210) 258-8900
TICKET SALES (Lila Cockrell Theatre)	TICKETMASTER / KATHY ROBINSON, *Fiscal Officer*	(210) 207-8554
BUSINESS CENTER	THE UPS STORE	(210) 258-8950
RIGGING SERVICES	PSAV	(210) 308-0182
ELECTRICAL SERVICES **Limited electrical services (110v) included in rental of ballrooms and meeting rooms only.*	EDLEN ELECTRICAL EXHIBITION SERVICES	(210) 662-9450
	FREEMAN ELECTRICAL SERVICES	(210) 227-0341
FIRE MARSHALL	SAN ANTONIO FIRE MARSHALL OFFICE	(210) 207-3695
PREFERRED SERVICE PROVIDERS		
PRODUCTION & AUDIO-VISUAL SERVICES	PSAV PRESENTATION SERVICES	(210) 308-0182

COMMERCIAL GENERAL LIABILITY INSURANCE

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*****INSURANCE CERTIFICATE & ENDORSEMENT SHEET DUE 60 DAYS PRIOR TO EVENT *****

SIGNATURE: I HEREBY CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE ABOVE ORGANIZATION; AS AN AUTHORIZED REPRESENTATIVE OF THE LICENSEE, I UNDERSTAND THE ABOVE STATEMENTS AND THE LICENSEE IS RESPONSIBLE FOR THE RELATED COSTS OUTLINED IN THE ATTACHED LICENSE AGREEMENT.

SIGNED _____

TITLE President

FOR INTERNAL USE ONLY

XH1 N REG ____ XH 1 ____ XH2 S REG ____ XH2 ____ 220 ____ 221-225 ____ 301-305 ____ SOUTH TERRACE ____ SNB ____

XH 3 E REG ____ XH3 ____ TV ____ XH 4 REG ____ XH 4 X XH 4-A ____ XH 4-B ____ 205-215 ____ 216 - 218 ____ HFB (Ballroom C) ____

BRIDGE HALL X BOARDROOM ____ LCT ____ 004-005 ____ 006-007-008 ____ THE LDR ____ GROTTO ____ PV ____

Bleachers ____ *Pit Removal (LCT Only)* ____ *Orchestra Shell (LCT Only)* ____ *Sound/Light Control Station (LCT Only)* ____

BC (JC): _____ *EBMS:* _____ *EC:* _____

INFORMATION SHEET

SAP # 36946

SAN ANTONIO		CONTRACT #	51928 FILE # C-4
CONVENTION FACILITIES	STREET ADDRESS:	CLASS & TYPE	Class III Conv. With Exhibits (NT)
P.O. BOX 1809	200 EAST MARKET STREET	DATE	November 2, 2015
SAN ANTONIO, TEXAS 78296	SAN ANTONIO, TEXAS 78205	RENT DEP.	$28,760.00
(210) 207-8500	www.sahbgcc.com	PAYABLE TO THE	***CITY OF SAN ANTONIO***

LICENSEE	Competitor Group, Inc.	EVENT	RNR Marathon Expo 2020
		WEB ADDRESS	www.runrocknroll.com
ADDRESS	9477 Waples Street, Suite 150 San Diego, CA 92121		***PLEASE NOTE**: UNLESS REQUESTED OTHERWISE, THIS INFORMATION IS OPEN TO THE PRESS, THE PUBLIC AND OUR WEBSITE CALENDAR WITH HYPERLINKS APPROVE LINK TO YOUR WEBSITE VIA OUR CALENDAR OF EVENTS YES _____ NO_____
CONTACT	Bruce Walton	EVENT CONTACT	SAME
TITLE	Director, Government Relations	TITLE	
PHONE	858-450-6510 FAX 858-450-6905	PHONE	FAX:
CELL PHONE		CELL PHONE	
EMAIL	bwalton@competitorgroup.com	EMAIL	

DAILY ROOM AND SPACE USAGE IS LISTED IN CONTRACT – ADDENDUM I

DATES REQUESTED

MOVE-IN DATE	12/02/20	TIME	06:00 AM	AGE GROUP: Adults		EST ATTENDANCE: 20,000			
STARTING DATE	12/03/20	TIME	11:00 AM	EXHIBITS: YES	X	NO		NUMBER	TBD
ENDING DATE	12/05/20	TIME	05:00 PM	EXHIBIT AREA (S):	Exhibit Hall 4 & Bridge Hall				
MOVE-OUT DATE	12/05/20	TIME	11:59 PM	POLICE REQUIRED (EXTRA CHARGE): Advise					

**** ADDITIONAL $400.00 PER HOUR, PER ROOM FOR ANY FUNCTION THAT EXTENDS PAST 12:00 MIDNIGHT.***

EXCLUSIVE SERVICE PROVIDERS
CONTACT INFORMATION

CATERING, CONCESSIONS & NOVELTIES	THE RK GROUP	(210) 225-4535
EVENT SECURITY	SAPD OFF DUTY UNIT	(210) 207-7020
TELECOMMUNICATIONS / INTERNET SERVICES	SMARTCITY NETWORKS	(210) 258-8900
TICKET SALES (Lila Cockrell Theatre)	TICKETMASTER / KATHY ROBINSON, *Fiscal Officer*	(210) 207-8554
BUSINESS CENTER	THE UPS STORE	(210) 258-8950
RIGGING SERVICES	PSAV	(210) 308-0182
ELECTRICAL SERVICES **Limited electrical services (110v) included in rental of ballrooms and meeting rooms only.*	EDLEN ELECTRICAL EXHIBITION SERVICES	(210) 662-9450
	FREEMAN ELECTRICAL SERVICES	(210) 227-0341
FIRE MARSHALL	SAN ANTONIO FIRE MARSHALL OFFICE	(210) 207-3695

PREFERRED SERVICE PROVIDERS

PRODUCTION & AUDIO-VISUAL SERVICES	PSAV PRESENTATION SERVICES	(210) 308-0182

COMMERCIAL GENERAL LIABILITY INSURANCE

PLEASE NOTE: CITY REQUIRES $1,000,000.00 GENERAL LIABILITY EACH OCCURRENCE, AND $2,000,000.00 GENERAL AGGREGATE WITH THE *CITY OF SAN ANTONIO* NAMED AS ADDITIONALLY INSURED.

*****INSURANCE CERTIFICATE & ENDORSEMENT SHEET DUE 60 DAYS PRIOR TO EVENT *****

SIGNATURE: I HEREBY CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE ABOVE ORGANIZATION; AS AN AUTHORIZED REPRESENTATIVE OF THE LICENSEE, I UNDERSTAND THE ABOVE STATEMENTS AND THE LICENSEE IS RESPONSIBLE FOR THE RELATED COSTS OUTLINED IN THE ATTACHED LICENSE AGREEMENT.

SIGNED _____

TITLE President

FOR INTERNAL USE ONLY

XH1 N REG ____ XH 1 ____ XH2 S REG ____ XH2 ____ 220 ____ 221-225 ____ 301-305 ____ SOUTH TERRACE ____ SNB ____

XH 3 E REG ____ XH3 ____ TV ____ XH 4 REG ____ XH 4 X XH 4-A ____ XH 4-B ____ 205-215 ____ 216 - 218 ____ HFB (Ballroom C) ____

BRIDGE HALL X BOARDROOM ____ LCT ____ 004-005 ____ 006-007-008 ____ THE LDR ____ GROTTO ____ PV ____

Bleachers ____ *Pit Removal (LCT Only)* ____ *Orchestra Shell (LCT Only)* ____ *Sound/Light Control Station (LCT Only)* ____

BC (JC): _____ *EBMS:* _____ *EC:* _____

INFORMATION SHEET

SAP # 36946

SAN ANTONIO		CONTRACT #	52909 FILE # C-4
CONVENTION FACILITIES	STREET ADDRESS:	CLASS & TYPE	Class III Conv. With Exhibits (NT)
P.O. BOX 1809	200 EAST MARKET STREET	DATE	November 2, 2015
SAN ANTONIO, TEXAS 78296	SAN ANTONIO, TEXAS 78205	RENT DEP.	$28,760.00
(210) 207-8500	www.sahbgcc.com	PAYABLE TO THE	***CITY OF SAN ANTONIO***

LICENSEE	Competitor Group, Inc.	EVENT	RNR Marathon Expo 2021 *(Option Year)*
		WEB ADDRESS	www.runrocknroll.com
ADDRESS	9477 Waples Street, Suite 150 San Diego, CA 92121		***PLEASE NOTE**: UNLESS REQUESTED OTHERWISE, THIS INFORMATION IS OPEN TO THE PRESS, THE PUBLIC AND OUR WEBSITE CALENDAR WITH HYPERLINKS APPROVE LINK TO YOUR WEBSITE VIA OUR CALENDAR OF EVENTS YES _____ NO_____
CONTACT	Bruce Walton	EVENT CONTACT	SAME
TITLE	Director, Government Relations	TITLE	
PHONE	858-450-6510 FAX 858-450-6905	PHONE	FAX:
CELL PHONE		CELL PHONE	
EMAIL	bwalton@competitorgroup.com	EMAIL	

DAILY ROOM AND SPACE USAGE IS LISTED IN CONTRACT – ADDENDUM I

DATES REQUESTED

MOVE-IN DATE	12/01/21	TIME	06:00 AM	AGE GROUP: Adults		EST ATTENDANCE: 20,000			
STARTING DATE	12/03/21	TIME	11:00 AM	EXHIBITS: YES	X	NO		NUMBER	TBD
ENDING DATE	12/04/21	TIME	05:00 PM	EXHIBIT AREA (S):	Exhibit Hall 4 & Bridge Hall				
MOVE-OUT DATE	12/04/21	TIME	11:59 PM	POLICE REQUIRED (EXTRA CHARGE): Advise					

**** ADDITIONAL $400.00 PER HOUR, PER ROOM FOR ANY FUNCTION THAT EXTENDS PAST 12:00 MIDNIGHT.***

EXCLUSIVE SERVICE PROVIDERS
CONTACT INFORMATION

CATERING, CONCESSIONS & NOVELTIES	THE RK GROUP	(210) 225-4535
EVENT SECURITY	SAPD OFF DUTY UNIT	(210) 207-7020
TELECOMMUNICATIONS / INTERNET SERVICES	SMARTCITY NETWORKS	(210) 258-8900
TICKET SALES (Lila Cockrell Theatre)	TICKETMASTER / KATHY ROBINSON, *Fiscal Officer*	(210) 207-8554
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ELECTRICAL SERVICES **Limited electrical services (110v) included in rental of ballrooms and meeting rooms only.*	EDLEN ELECTRICAL EXHIBITION SERVICES	(210) 662-9450
	FREEMAN ELECTRICAL SERVICES	(210) 227-0341
FIRE MARSHALL	SAN ANTONIO FIRE MARSHALL OFFICE	(210) 207-3695

PREFERRED SERVICE PROVIDERS

PRODUCTION & AUDIO-VISUAL SERVICES	PSAV PRESENTATION SERVICES	(210) 308-0182

COMMERCIAL GENERAL LIABILITY INSURANCE

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*****INSURANCE CERTIFICATE & ENDORSEMENT SHEET DUE 60 DAYS PRIOR TO EVENT *****

SIGNATURE: I HEREBY CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE ABOVE ORGANIZATION; AS AN AUTHORIZED REPRESENTATIVE OF THE LICENSEE, I UNDERSTAND THE ABOVE STATEMENTS AND THE LICENSEE IS RESPONSIBLE FOR THE RELATED COSTS OUTLINED IN THE ATTACHED LICENSE AGREEMENT.

SIGNED _____

TITLE President

FOR INTERNAL USE ONLY

XH1 N REG ____ XH 1 ____ XH2 S REG ____ XH2 ____ 220 ____ 221-225 ____ 301-305 ____ SOUTH TERRACE ____ SNB ____

XH 3 E REG ____ XH3 ____ TV ____ XH 4 REG ____ XH 4 X XH 4-A ____ XH 4-B ____ 205-215 ____ 216 - 218 ____ HFB (Ballroom C) ____

BRIDGE HALL X BOARDROOM ____ LCT ____ 004-005 ____ 006-007-008 ____ THE LDR ____ GROTTO ____ PV ____

Bleachers ____ *Pit Removal (LCT Only)* ____ *Orchestra Shell (LCT Only)* ____ *Sound/Light Control Station (LCT Only)* ____

BC (JC): _____ *EBMS:* _____ *EC:* _____

INFORMATION SHEET

SAP # 36946

SAN ANTONIO		CONTRACT #	52910 FILE # C-4
CONVENTION FACILITIES	STREET ADDRESS:	CLASS & TYPE	Class III Conv. With Exhibits (NT)
P.O. BOX 1809	200 EAST MARKET STREET	DATE	November 2, 2015
SAN ANTONIO, TEXAS 78296	SAN ANTONIO, TEXAS 78205	RENT DEP.	$28,760.00
(210) 207-8500	www.sahbgcc.com	PAYABLE TO THE	***CITY OF SAN ANTONIO***

LICENSEE	Competitor Group, Inc.	EVENT	RNR Marathon Expo 2022 *(Option Year)*
		WEB ADDRESS	www.runrocknroll.com
ADDRESS	9477 Waples Street, Suite 150 San Diego, CA 92121		***PLEASE NOTE**: UNLESS REQUESTED OTHERWISE, THIS INFORMATION IS OPEN TO THE PRESS, THE PUBLIC AND OUR WEBSITE CALENDAR WITH HYPERLINKS APPROVE LINK TO YOUR WEBSITE VIA OUR CALENDAR OF EVENTS YES _____ NO_____
CONTACT	Bruce Walton	EVENT CONTACT	SAME
TITLE	Director, Government Relations	TITLE	
PHONE	858-450-6510 FAX 858-450-6905	PHONE	FAX:
CELL PHONE		CELL PHONE	
EMAIL	bwalton@competitorgroup.com	EMAIL	

DAILY ROOM AND SPACE USAGE IS LISTED IN CONTRACT – ADDENDUM I

DATES REQUESTED

MOVE-IN DATE	11/30/22	TIME	06:00 AM	AGE GROUP: Adults		EST ATTENDANCE: 20,000			
STARTING DATE	12/02/22	TIME	11:00 AM	EXHIBITS: YES	X	NO		NUMBER	TBD
ENDING DATE	12/03/22	TIME	05:00 PM	EXHIBIT AREA (S):	Exhibit Hall 4 & Bridge Hall				
MOVE-OUT DATE	12/03/22	TIME	11:59 PM	POLICE REQUIRED (EXTRA CHARGE): Advise					

**** ADDITIONAL $400.00 PER HOUR, PER ROOM FOR ANY FUNCTION THAT EXTENDS PAST 12:00 MIDNIGHT.***

EXCLUSIVE SERVICE PROVIDERS
CONTACT INFORMATION

CATERING, CONCESSIONS & NOVELTIES	THE RK GROUP	(210) 225-4535
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	FREEMAN ELECTRICAL SERVICES	(210) 227-0341
FIRE MARSHALL	SAN ANTONIO FIRE MARSHALL OFFICE	(210) 207-3695
PREFERRED SERVICE PROVIDERS		
PRODUCTION & AUDIO-VISUAL SERVICES	PSAV PRESENTATION SERVICES	(210) 308-0182

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PLEASE NOTE: CITY REQUIRES $1,000,000.00 GENERAL LIABILITY EACH OCCURRENCE, AND $2,000,000.00 GENERAL AGGREGATE WITH THE *CITY OF SAN ANTONIO* NAMED AS ADDITIONALLY INSURED.

*****INSURANCE CERTIFICATE & ENDORSEMENT SHEET DUE 60 DAYS PRIOR TO EVENT *****

SIGNATURE: I HEREBY CERTIFY THAT I AM THE AUTHORIZED REPRESENTATIVE OF THE ABOVE ORGANIZATION; AS AN AUTHORIZED REPRESENTATIVE OF THE LICENSEE, I UNDERSTAND THE ABOVE STATEMENTS AND THE LICENSEE IS RESPONSIBLE FOR THE RELATED COSTS OUTLINED IN THE ATTACHED LICENSE AGREEMENT.

SIGNED _____

TITLE President

FOR INTERNAL USE ONLY

XH1 N REG ____ XH 1 ____ XH2 S REG ____ XH2 ____ 220 ____ 221-225 ____ 301-305 ____ SOUTH TERRACE ____ SNB ____

XH 3 E REG ____ XH3 ____ TV ____ XH 4 REG ____ XH 4 X XH 4-A ____ XH 4-B ____ 205-215 ____ 216 - 218 ____ HFB (Ballroom C) ____

BRIDGE HALL X BOARDROOM ____ LCT ____ 004-005 ____ 006-007-008 ____ THE LDR ____ GROTTO ____ PV ____

Bleachers ____ *Pit Removal (LCT Only)* ____ *Orchestra Shell (LCT Only)* ____ *Sound/Light Control Station (LCT Only)* ____

BC (JC): _____ *EBMS:* _____ *EC:* _____

CITY OF SAN ANTONIO
SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CONVENTION FACILITIES
HENRY B. GONZALEZ CONVENTION CENTER, LILA COCKRELL THEATRE

Competitor Group, Inc.
9477 Waples Street, Suite 150
San Diego, CA 92121

NO. 51886, 51929, 51926, 51927, 51928, 52909, 52910
FILE #C-4

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

I. PAYMENT TO CITY AND GRANT AND TERM OF LICENSE

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

Commencement Date/Time
11/30/16 – 12/03/22
06:00 AM – 11:59 PM

Licensed Premises
See Addendum I for Space Usage

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

The dates for each of the Events for the years 2016 through the termination of this Agreement, or any extension thereof, shall be as stated above or such other dates as may be mutually agreed upon by the parties.

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

1.3 The amounts above are based on rates approved by *CITY* Ordinance **#88946** as amended by subsequent Ordinances.

II. ADDITIONAL SERVICES

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

III. RELEASE OF SPACE

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

IV. USE OF LICENSED PROPERTY AND EQUIPMENT

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

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

4.2 The *LICENSED PREMISES* and equipment shall be used for the purpose of and for no other purpose without the prior written consent of the *CITY*. The *CITY* reserves the right to review the intended use of the *LICENSED PREMISES*. The *LICENSEE* may not use the *LICENSED PREMISES* for any purpose other than that specifically agreed to by *CITY*.

4.3 *LICENSEE* understands that *CITY* has sole control of all concession rights as reserved in Article 4.14 hereof, and that NO FOOD OR BEVERAGE, WITH OR WITHOUT CHARGE, SAMPLES OR OTHERWISE, MAY BE SERVED OR DISTRIBUTED BY *LICENSEE* WITHOUT THE PRIOR WRITTEN CONSENT OF *CITY*. FURTHER, *LICENSEE* WILL NOT ALLOW ANY ATTENDEE TO BRING IN FOOD OR BEVERAGE.

4.4 PERSONNEL AND EXCLUSIVE SERVICES. *LICENSEE* shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the San Antonio Convention Facilities including, but not limited to, tickets sellers, ticket takers, ushers, registration personnel, security guards, paramedics, spotlight operators, sound system technicians, plumbers, electricians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of *LICENSEE*. San Antonio Convention Facilities have exclusive contracts for various services more fully described in Addendum II attached hereto and made a part of this *LICENSE*. Licensee may utilize a supplier of its choice for services or rentals for which the City has no exclusive providers. *LICENSEE* agrees that each person employed by *LICENSEE* to provide services in the San Antonio Convention Facilities will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. *LICENSEE* agrees to replace any such employee failing to do so upon notice by *DIRECTOR*.

4.5 CONTROL OF BUILDING. In furnishing the *LICENSED PREMISES, CITY* reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises.

4.6 EXHIBITS. All exhibits shall be removed from the exhibit area of the *LICENSED PREMISES* on or before 11:59 o'clock, PM , on the 3rd, 2nd , 1st ,7th, 5th, 4th, and 3rd days of December , 2016, 2017, 2018, 2019, 2020, 2021 and 2022, respectively. In the event that the above stated area is not vacated by *LICENSEE* on the date above named, *CITY* is hereby authorized to remove from said area and to store at the expense of *LICENSEE* all personal property of any and all kinds and description which may then be occupying the *LICENSED PREMISES*. *CITY* shall not be liable for any damages to or loss of such personal property which may be sustained due to such removal or resulting from the place to which it may be removed. *CITY* is hereby expressly released from any and all claims for any damages of whatever kind or nature.

4.7 REMOVAL OF INSTALLATIONS AND PROPERTY OF LICENSEE. In the event platforms, staging or other structures are erected by *LICENSEE* or any of the exhibitors in any portion of the building, the expense of such erection and removal shall be paid for by *LICENSEE*. All property of *LICENSEE* shall be removed from the *LICENSED PREMISES* at the expiration of the term hereof.

4.8 ALTERATIONS. *LICENSEE* will not cause or permit any nails or any other things to be driven into any portion of the San Antonio Convention Facilities, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the *LICENSED PREMISES* or furnishing or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the San Antonio Convention Facilities or the furnishings thereof. TAPE OR OTHER ADHESIVE MATERIALS MAY NOT BE APPLIED TO WALLS OR OTHER SURFACES OF THE LICENSED PREMISES WITHOUT THE PRIOR APPROVAL OF *DIRECTOR*. ALL PRODUCTS OR BALLOONS THAT COULD RISE TO THE CEILING BECAUSE OF THE PRODUCT'S PHYSICAL PROPERTIES ARE PROHIBITED ALONG WITH DECORATIONS OR ITEMS THAT CREATE A SUBSTANTIAL RISK OF DAMAGE OR EXCESSIVE LITTER. *LICENSEE* will pay the costs of repairing any damages which may be done to the *LICENSED PREMISES* or any of the fixtures, furniture or furnishings thereof by an act of *LICENSEE* or any of *LICENSEE'S* employees or agents or anyone visiting the *LICENSED PREMISES* upon the invitation of *LICENSEE*, including the patrons of the event of *LICENSEE*. *DIRECTOR* shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of *LICENSE, LICENSEE* is to be held responsible.

4.9 SEATING CAPACITY. In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated capacity as determined by the City's Fire Marshall.

4.10 AISLES AND ALL ACCESS CLEAR. *LICENSEE* will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits, or passageways and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or access to public utilities of said building shall be obstructed by *LICENSEE* or used for any purpose other than for ingress and egress to and from the *LICENSED PREMISES*.

4.11 RESPONSIBILITY FOR DAMAGE. If said *LICENSED PREMISES*, or any portion of said building, during the term of this *LICENSE* shall be damaged by the act, default or negligence of *LICENSEE*, or of *LICENSEE'S* agent, employees, patrons, guests, or any person admitted to the said *LICENSED PREMISES* by *LICENSEE*, *LICENSEE* will pay to *CITY*, upon demand, such sum as shall be necessary to restore said *LICENSED PREMISES* to its present condition. *LICENSEE* hereby assumes full responsibility for the character,

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

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

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

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

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

4.13 LICENSEE'S REPRESENTATIVE. A representative of *LICENSEE* approved by Director or his designee shall remain on the premises during the term hereof and until performers and the public have left the premises.

4.14 RESERVED RIGHTS. *CITY* reserves the sole and exclusive right to sell or serve on, in or about the *LICENSED PREMISES* any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, or *CITY* may grant all concession rights to any party or parties designated by *CITY,* and no food or beverage, samples or otherwise, may be served or distributed by *LICENSEE* without the prior written consent of *CITY. CITY* likewise reserves the right, through its *DIRECTOR,* his designee or *CITY'S* Police Officers, to eject any objectionable persons from said building, and upon the exercise of this authority, *LICENSEE* hereby waives any right and all claims for damages against *CITY,* or any of its agents, officials, or employees. Notwithstanding the foregoing, *CITY* agrees to allow *LICENSEE* or its exhibitors to distribute nominal souvenirs, tokens of attendance and/or gifts directly related to the *LICENSEE's* event without *CITY's* prior written consent.

4.15 FUTURE OPERATING TERMS. *CITY* will promptly notify *LICENSEE* of any changes to the documents that will apply to the *LICENSEE's* event, such as the policies, rules and regulations or Event Services Guide. Any ancillary pricing outlined in the lease documents will be guaranteed to *LICENSEE* at least six (6) months prior to occupancy.

V. INDEMNITY

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

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

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

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

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of COMPETITOR GROUP, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for COMPETITOR GROUP or any subcontractor under worker's compensation or other employee benefit acts.

VI. INSURANCE REQUIREMENTS

Prior to the commencement of any work under this Agreement, Competitor Group shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Convention & Sports Facilities Department, which shall be clearly labeled "***2016-2020 Rock 'n' Roll San Antonio Marathon Expo***" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Convention & Sports Facilities Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

A CONTRACTOR'S FINANCIAL INTEGRITY IS OF INTEREST TO CITY; THEREFORE, SUBJECT TO COMPETITOR GROUP'S RIGHT TO MAINTAIN REASONABLE DEDUCTIBLES IN SUCH AMOUNTS AS ARE APPROVED BY CITY, COMPETITOR GROUP SHALL OBTAIN AND MAINTAIN IN FULL FORCE AND EFFECT FOR THE DURATION OF THIS AGREEMENT, AND ANY EXTENSION HEREOF, AT COMPETITOR GROUP'S SOLE EXPENSE, INSURANCE COVERAGE WRITTEN ON AN OCCURRENCE BASIS, BY COMPANIES AUTHORIZED AND ADMITTED TO DO BUSINESS IN THE STATE OF TEXAS AND WITH AN A.M. BEST'S RATING OF NO LESS THAN A- (VII), IN THE FOLLOWING TYPES AND FOR AN AMOUNT NOT LESS THAN THE AMOUNT LISTED:

	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

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

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

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

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

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

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

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

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

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

VII. COPYRIGHT INDEMNIFICATION

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

VIII. LAW OBSERVANCE/TAXES

8.1 *LICENSEE* shall not do, nor suffer to be done, anything on the *LICENSED PREMISES*, during the term of this *LICENSE*, in violation of the laws of the United States or the State of Texas. Further, *LICENSEE* shall obey all rules and regulations of *CITY* for the government and management of the San Antonio Convention Facilities, together with all rules and requirements of the police and fire departments of *CITY*. *LICENSEE* agrees that every employee, agent or invitee connected with the purpose for which the premises are licensed shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said *LICENSEE* is called to such violations, *LICENSEE* will immediately desist from and correct such violations.

8.2 If actual sales are made on the *LICENSED PREMISES*, *LICENSEE* must inform each seller of the applicable sales tax. This rate is subject to change and *LICENSEE* must check with the Local State Comptroller's Office (1-800-252-5555 or www.cpa.state.tx.us/taxinfo/sales) prior to show date to ascertain the current rate. Additionally, *LICENSEE* is responsible for ensuring that each seller possesses a sales permit number prior to the start of the show.

IX. ATTORNEY'S FEES

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

X. PERFORMANCE QUALITY

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

XI. ABANDONED ITEMS

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

XII. TERMS USED

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

XIII. CANCELLATION BY CITY

13.1 Violation by *LICENSEE* of any material covenant, agreement or condition contained herein shall be cause for termination hereof by *CITY.* In such a case, *LICENSEE* forfeits any payment already made and is entitled to a refund only if the canceled space is re-booked to another party. In addition, *CITY* may likewise terminate this *LICENSE* if the *LICENSEE* should, prior to the date of occupancy thereunder, violate any material covenant, agreement, or condition in any other agreement which the *LICENSEE* might have for use of the Convention Facilities or should a court having jurisdiction over *LICENSEE* take its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act. Written notice of such cancellation will be given to the *LICENSEE* by *DIRECTOR. LICENSEE* waives any and all claims for damages against *CITY* resulting from such cancellation.

13.2 *CITY* shall notify *LICENSEE* of any breach in writing, specifying the nature of the breach and providing for a reasonable time to cure such breach. Should *LICENSEE* fail to cure such breach in a reasonable time, *CITY* may cancel this agreement.

XIV. NO WAIVER

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

XV. IMPOSSIBILITY OF PERFORMANCE

15.1 If the (a) San Antonio Convention Facilities or any portion thereof be destroyed or damaged by fire or other calamity so as to prevent the use of the *LICENSED PREMISES* for the purposes and during the periods specified in this *LICENSE*, or (b) if the performance of this agreement is prevented, in part or in full, by an act of God, civil strike (except for strikes involving City's own employees), lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood, curtailment or delay in transportation facilities preventing at least 55% of the projected participants from attending or any other cause beyond the control of the Parties, making it inadvisable, illegal, or impossible to provide the facility or hold the meeting then this *LICENSE* shall terminate. In such an event, neither party shall be liable or responsible to *LICENSEE* for any damages caused thereby and *LICENSEE* hereby waives any claim against *CITY* for damages by reason of such terminations, except that any unearned portion of the rent due thereunder shall abate, or, if previously paid, shall be refunded by *CITY* to *LICENSEE.*

15.2 Further, *CITY* reserves the right to relocate *LICENSEE,* upon Licensee's consent, to an alternate space within the Convention Facilities which is suitable for the use of *LICENSEE* should such relocation become necessary. In the event of such relocation, this agreement shall continue in full force and effect with the new location substituted for the old location. *CITY* shall use its best efforts to avoid any unnecessary inconvenience to *LICENSEE.*

XVI. SEVERABILITY

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

XVII. NOTICES

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

XVIII. HEADINGS

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

XIX. NO ASSIGNMENT

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

XX. TEXAS LAW TO APPLY

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

XXI. ENTIRE AGREEMENT

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

XXII. AUTHORIZED AGENT

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

XXIII. ASSISTED LISTENING DEVICES

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

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

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

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

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

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

XXIV. RECYCLING PROGRAMS

24.1 The Convention & Sports Facilities Department has an extensive recycling program as well as food bank donation program. *LICENSEE* is encouraged to utilize the recycling services available.

(1) The facility recycles office paper, aluminum cans, plastic, glass, cardboard, polyurethane foam, scrap metal, and pallets. Recycling containers for cans and paper are available throughout the facility.

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

XXV. TICKETING

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

PAYMENT RECORD & SIGNATURES

INITIAL DEPOSIT: $_____

DATE:_____

RECEIPT NO.:_____

FINAL DEPOSIT: $_____

DATE: _____

RECEIPT NO.: _____

FINAL PAYMENT: $_____

DATE: _____

RECEIPT NO.: _____

OTHER PAYMENTS:_____

DATE: _____

RECEIPT NO.: _____

LICENSEE: ***Competitor Group, Inc.***

BY: _____
Authorized Agent

EXECUTED THIS DAY: 11/16/2015

CITY OF SAN ANTONIO

BY: _____
Director, Convention & Sports Facilities

EXECUTED THIS DAY: _____

RETURN AGREEMENT TO:

San Antonio Convention Facilities
200 E. Market @ Alamo St.
2nd Floor Administration
San Antonio, Texas 78205
Phone: (210) 207-8500

OR

San Antonio Convention Facilities
P. O. Box 1809
San Antonio, Texas 78296

Competitor Group, Inc.

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

For

RNR Marathon Expo

NOV 30 - DEC 3, 2016

Event: 51886

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

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

Competitor Group, Inc.

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

For

RNR Marathon Expo

NOV 29 - DEC 2, 2017

Event: 51929

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

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

Competitor Group, Inc.

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

For

RNR Marathon Expo

NOV 28 - DEC 1, 2018

Event: 51926

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

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

Competitor Group, Inc.

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

For

RNR Marathon Expo

DEC 4 - 7, 2019

Event: 51927

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

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

Competitor Group, Inc.

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

For

RNR Marathon Expo

DEC 2 - 5, 2020

Event: 51928

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

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

Competitor Group, Inc.

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

For

RNR Marathon Expo *(Option Year)*

DEC 1 - 4, 2021

Event: 52909

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

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

Competitor Group, Inc.

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

For

RNR Marathon Expo *(Option Year)*

NOV 30 - DEC 3, 2022

Event: 52910

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

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

CITY OF SAN ANTONIO
CONVENTION & SPORTS FACILITIES

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

I. RENTAL PERIOD – ADDITIONAL FEES:

A. A rental "day" is defined as 6:00am to 11:59pm.

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

II. RENTAL OF MEETING ROOMS AND BALLROOMS:

A. Included In Your Rental

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

B. General Policies

1. Normal housekeeping services are provided excluding the property of others.
2. When meeting rooms or ballrooms are utilized for the purpose of exhibits or displays, a clean-up fee may be assessed if excessive trash removal or floor clean-up is warranted:
   - **a.** Meeting Rooms $75.00 - 250.00
   - **b.** Ballroom C (C1-C3) $500.00 combined
   - **c.** Ballroom C1-C2-C3 $200.00 per section
   - **d.** Stars at Night Ballroom $700.00 combined
   - **e.** Stars at Night Ballroom $300.00 per section
3. Carpeted Areas: if any carpet is driven over by a motorized vehicle, that area must be protected from damage. The mandatory method of protection is additional clean carpet laid upside down on the area to be driven upon. Masonite or Visqueen are acceptable options. No other method will be permitted.
4. Rigging or hanging from the ceilings is prohibited in all meeting rooms and ballrooms (excluding Ballroom C and Stars at Night Ballroom), except as allowed by the exclusive rigging contractor.

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

III. RENTAL OF EXHIBIT HALLS:

A. Included In Your Rental

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

B. General Policies

1. Normal housekeeping services are provided excluding the property of others.
2. Exhibit hall clean-up is provided as part of your rental agreement. However, an excessive clean-up fee may be assessed if warranted:
   a. Exhibit Halls 1-2-3-4 $700.00 full-hall / $500.00 half-hall
   b. Exhibit Halls 4A-4B $400.00
   c. Bridge Hall $250.00

IV. PUBLIC ACCESS SPACES:

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

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

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

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

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

V. RENTAL OF LILA COCKRELL THEATRE:

A. Included In Your Rental

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

B. General Policies

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

C. Theatre Event Security & Event Staffing

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

2. **Definitions:**

   a. **Event Security:** The SAPD-ODEU is the exclusive provider of all "Event Security" services for the San Antonio Convention Facilities Department. These exclusive event security services include the following:

   - **Over Night Security** - *Any overnight post required for general exhibit hall rovers, booth specific, meeting rooms, and ballrooms, loading docks or exterior.*
   - **Alcohol Control** - *Any event function at which alcohol is being served must be staffed by an Off Duty Police officer. The ODEU will determine the number of officers required based on the expected attendance and location of the function.*
   - **Traffic Control** - *Loading Docks for move in and move out and Shuttle Bus staging.*
   - **Armed Security**
   - **Rovers**

   b. **Event Staffing:** Other event staffing related services, those services not included within the exclusivity of the ODEU are termed "Event Staffing" services. These services include the following:

   - **Badge Checkers**
   - **Door Monitors**
   - **Ushers** *(service provided by City event staff at current rates)*
   - **Ticket Takers** *(service provided by City event staff at current rates)*
   - **Meeting Room Monitors**

3. If event is open to the public, City event staff & ushering services are required. The ***minimum*** staffing levels are as follows. Please contact the Facilities Security Manager or your Event Services Coordinator for more details.

▪ Lower Level Events -	6 City Event Staff	+	Off Duty Police Officers as required
▪ Full Theater Events -	14 City Event Staff	+	Off Duty Police Officers as required

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

5. **Fire Inspectors:**

   a. The Uniform Fire Code Article 403.1 specifies that when, in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition display, contest or activity, the owner, agent or lessee shall provide one or more fire watch personnel, as required and approved, to remain on duty during the times such places are open to the public, or when such activity is being conducted.

   b. Typically, the Fire Inspector(s) will be assigned approximately 30 minutes prior to opening of the doors to the Theater (glass doors). Fire Inspectors will be scheduled for a minimum 3-hour shift.

   c. Customers are responsible for contacting the San Antonio Fire Department's Special Events Coordinator's Office at (210) 207-3695 for billing information and current rates. Licensee will be billed directly by the Fire Department at current rates.

6. **EVENT SECURITY / EVENT STAFFING:** ***(Refer to Addendum III for details)***

7.

VI. EXCLUSIVE SERVICES:

A. Business Center Services – **The UPS Store** / 210-258-8950

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

B. Catering – **The RK Group** / 210-225-4535

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

C. Concessions / Novelties – **The RK Group** / 210-225-4535

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

D. Event Security – **San Antonio Police Dept** / 210-207-7020

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

E. Telecommunication Services/Connections – **Smart City Networks** / 210-258-8900

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

F. Utilities (Electrical, Industrial Air, Industrial Water) – **Edlen Electric** / 210-662-9450

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

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

E-mail: freemansanantonioes@freemanco.com
Web Site: www.freemanco.com

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

G. Rigging Services – **PSAV Presentation Services** / 210-308-0182

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

H. Fire Inspector – **Special Events Office** / 210-207-3695

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

Services provided include:

On-Site Inspector (2 Hour Minimum)	Hourly fee required
Food Booth Inspection	Fee Required
Vehicle Check	Fee Required
Hazing / Pyrotechnic Display	Fee Required
Assembly	Fee Required
Floor Plan review	Fee Required
On-Site Inspection	

Other Services

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

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

VII. PREFERRED SERVICES

Audio / Visual – **PSAV Presentation Services** / 210-308-0182

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

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

A. Room Set Equipment:

• Chairs – Exhibit Halls, Meeting Rooms & Ballrooms (Grey)	$1.50 each
• Tables (6'x30", 8'x30", 8'x15")	$12.00 each
• Banquet tables (66" round)	$12.00 each
• Risers (4'x8')	$22.00 each
• Dance floor (3'x3' sections)	$6.00 each
• Meeting room lecterns	$40.00 each / per day
• Executive / ballroom lecterns	$75.00 each / per day

B. Production / Industrial Equipment:

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

• Fork-lift (1-ton)	$75.00 1st hour each day *($20.00 per additional hour or portion of an hour per day)*
• Fork-lift (2-ton)	$125.00 1st hour each day *($35.00 per additional hour or portion of an hour per day)*

- Boom-lift / 38 ft. Scissor-lift — $180.00 min 3 hours each day *($60.00 per additional hour or portion of an hour per day)*
- 26 ft. Scissor-lift — $120.00 min 3 hours each day *($40.00 per additional hour or portion of an hour per day)*
- *Bleacher Rental*
  - > Full Ten Set — $3,000.00 per setup/teardown
  - > Individual Sections — $300.00 per setup/teardown
- Compactor / Open-top Pull Fee — $600.00
- Lost Key Charge — $200.00 per key
- Lost/Replaced Access Card — $50.00 per card
- Rekeying / Recoring Charge — $100.00 per lock

C. <u>Video Patch Fees</u>:

- Video Patch / Tie Fee (not Time Warner) — $15.00 per patch / per day *$300.00 per event max*
- Satellite Tie-in Fee (from roof pad to central A/V) — $50.00 per patch / per day

D. <u>Lila Cockrell Theatre Sound & Lighting Packages</u>:

- **BASIC SOUND SYSTEM** **(Included in Theatre Rental)**

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

- **ENHANCED SOUND SYSTEM** **($750.00 a day)**

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

- **LIGHTING**

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

  - Additional Light Fixtures — $7.00 each / per day *$500.00 per day max*
  - Spot Lights — $25.00 per hour *(or any portion of an hour)*

- **AUDIO PATCH FEES *(THEATER ONLY)***
  - Recording-Out Patch Fee — $20.00 per patch / per day *$400.00 per event max*
  - Audio-In Patch Fee — $35.00 per patch / per day *$700.00 per event max*

E. <u>Overtime Labor</u>: (City Employees, not stage-hands)

- **A/V Technician** — $30.00 per hour
  Tech. labor for system troubleshooting and house system monitoring.
- **Sound/Light Board Operators:** — $35.00 per hour
  Theatre only

F. <u>HVAC</u>: *(Cooling or Heating during non event hours)* — $10 per unit / per hour

X. BLEACHER INFORMATION

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

B. Requests must be received at least two (2) weeks prior to event commencement date.

C. If diagram is not provided to the Event Coordinator a minimum of ten (10) calendar days from the event commencement date, the Convention & Sports Facilities Department reserves the right to set bleachers at the department's discretion; set-up will not be modified thereafter.

D. If bleachers are set per diagram and the client requests a change, a $500 per hour change reset fee will be incurred. No changes/resets will be approved within 48 hours of the event commencement date.

CITY OF SAN ANTONIO
CONVENTION & SPORTS FACILITIES

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

I. RENTAL PERIOD – ADDITIONAL FEES:

A. A rental "day" is defined as 6:00am to 11:59pm.

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

II. RENTAL OF MEETING ROOMS AND BALLROOMS:

A. Included In Your Rental

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

B. General Policies

1. Normal housekeeping services are provided excluding the property of others.
2. When meeting rooms or ballrooms are utilized for the purpose of exhibits or displays, a clean-up fee may be assessed if excessive trash removal or floor clean-up is warranted:
   - **a.** Meeting Rooms $75.00 - 250.00
   - **b.** Ballroom C (C1-C3) $500.00 combined
   - **c.** Ballroom C1-C2-C3 $200.00 per section
   - **d.** Stars at Night Ballroom $700.00 combined
   - **e.** Stars at Night Ballroom $300.00 per section
3. Carpeted Areas: if any carpet is driven over by a motorized vehicle, that area must be protected from damage. The mandatory method of protection is additional clean carpet laid upside down on the area to be driven upon. Masonite or Visqueen are acceptable options. No other method will be permitted.
4. Rigging or hanging from the ceilings is prohibited in all meeting rooms and ballrooms (excluding Ballroom C and Stars at Night Ballroom), except as allowed by the exclusive rigging contractor.

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

III. RENTAL OF EXHIBIT HALLS:

A. Included In Your Rental

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

B. General Policies

1. Normal housekeeping services are provided excluding the property of others.
2. Exhibit hall clean-up is provided as part of your rental agreement. However, an excessive clean-up fee may be assessed if warranted:
   a. Exhibit Halls 1-2-3-4 $700.00 full-hall / $500.00 half-hall
   b. Exhibit Halls 4A-4B $400.00
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IV. PUBLIC ACCESS SPACES:

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

V. RENTAL OF LILA COCKRELL THEATRE:

A. Included In Your Rental

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

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2. Food & beverages are not permitted within the main house seating area of the theater. Licensee will incur an additional clean-up fee of $300.00-$500.00 if food or beverages are taken into the main house; clean-up fee also applies to all types of glitter, confetti, and adhesive stickers.
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4. A Convention Facilities house technician must be on duty during all hours of an event when the theatre's sound or lighting systems or other related house equipment is in use. House technicians may be required prior to and after your event hours in order to set up, test, monitor and strike any facility systems or equipment.
5. House audio technicians are provided Monday – Saturday during normal business hours (8:00 AM to 6:00 PM) at no charge to Licensee. Beyond that, the Licensee is responsible for arranging for the house technician(s) after 6:00 pm, Monday – Saturday and for Sunday's and City-recognized holidays by calling the Stage Manager at 210-207-6301 or your assigned Event Services Coordinator. The cost for a house technician will be reflected on the final invoice to Licensee. Refer to Section X. Equipment Rental, Services & Labor Rate Schedule.
6. There is an $850.00 charge to remove or raise the **Orchestra Pit Filler.** The orchestra pit filler requires one full day to raise or remove, and one full day to restore. Requests to raise or remove must be received two (2) weeks in advance of event date, and are subject to availability of both time and labor. Requests to adjust pit filler within 72 hours of event move-in or start time will incur a 50% upcharge of $425.00.
7. To remove the back seating area and install the portable A/V riser platform, a $200.00 charge will be assessed.

C. Theatre Event Security & Event Staffing

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2. **Definitions:**

   a. **Event Security:** The SAPD-ODEU is the exclusive provider of all "Event Security" services for the San Antonio Convention Facilities Department. These exclusive event security services include the following:

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   - **Traffic Control** - *Loading Docks for move in and move out and Shuttle Bus staging.*
   - **Armed Security**
   - **Rovers**

   b. **Event Staffing:** Other event staffing related services, those services not included within the exclusivity of the ODEU are termed "Event Staffing" services. These services include the following:

   - **Badge Checkers**
   - **Door Monitors**
   - **Ushers** *(service provided by City event staff at current rates)*
   - **Ticket Takers** *(service provided by City event staff at current rates)*
   - **Meeting Room Monitors**

3. If event is open to the public, City event staff & ushering services are required. The ***minimum*** staffing levels are as follows. Please contact the Facilities Security Manager or your Event Services Coordinator for more details.

▪ Lower Level Events -	6 City Event Staff	+	Off Duty Police Officers as required
▪ Full Theater Events -	14 City Event Staff	+	Off Duty Police Officers as required

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

5. **Fire Inspectors:**

   a. The Uniform Fire Code Article 403.1 specifies that when, in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition display, contest or activity, the owner, agent or lessee shall provide one or more fire watch personnel, as required and approved, to remain on duty during the times such places are open to the public, or when such activity is being conducted.

   b. Typically, the Fire Inspector(s) will be assigned approximately 30 minutes prior to opening of the doors to the Theater (glass doors). Fire Inspectors will be scheduled for a minimum 3-hour shift.

   c. Customers are responsible for contacting the San Antonio Fire Department's Special Events Coordinator's Office at (210) 207-3695 for billing information and current rates. Licensee will be billed directly by the Fire Department at current rates.

6. **EVENT SECURITY / EVENT STAFFING:** ***(Refer to Addendum III for details)***

VI. EXCLUSIVE SERVICES:

A. Business Center Services – **The UPS Store** / 210-258-8950

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

B. Catering – **The RK Group** / 210-225-4535

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

C. Concessions / Novelties – **The RK Group** / 210-225-4535

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

D. Event Security – **San Antonio Police Dept** / 210-207-7020

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

E. Telecommunication Services/Connections – **Smart City Networks** / 210-258-8900

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

F. Utilities (Electrical, Industrial Air, Industrial Water) – **Edlen Electric** / 210-662-9450

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

Event Electrical Services by Freeman, Inc. / 210-227-0341
E-mail: freemansanantonioes@freemanco.com
Web Site: www.freemanco.com

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

G. Rigging Services – **PSAV Presentation Services** / 210-308-0182

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

H. Fire Inspector – **Special Events Office** / 210-207-3695

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

Services provided include:

On-Site Inspector (2 Hour Minimum)	Hourly fee required
Food Booth Inspection	Fee Required
Vehicle Check	Fee Required
Hazing / Pyrotechnic Display	Fee Required
Assembly	Fee Required
Floor Plan review	Fee Required
On-Site Inspection	

Other Services

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

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

VII. PREFERRED SERVICES

Audio / Visual – **PSAV Presentation Services** / 210-308-0182

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

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

A. Room Set Equipment:

• Chairs – Exhibit Halls, Meeting Rooms & Ballrooms (Grey)	$1.50 each
• Tables (6'x30", 8'x30", 8'x15")	$12.00 each
• Banquet tables (66" round)	$12.00 each
• Risers (4'x8')	$22.00 each
• Dance floor (3'x3' sections)	$6.00 each
• Meeting room lecterns	$40.00 each / per day
• Executive / ballroom lecterns	$75.00 each / per day

B. Production / Industrial Equipment:

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

• Fork-lift (1-ton)	$75.00 1st hour each day *($20.00 per additional hour or portion of an hour per day)*
• Fork-lift (2-ton)	$125.00 1st hour each day *($35.00 per additional hour or portion of an hour per day)*

- Boom-lift / 38 ft. Scissor-lift — $180.00 min 3 hours each day
  ($60.00 per additional hour or portion of an hour per day)
- 26 ft. Scissor-lift — $120.00 min 3 hours each day
  ($40.00 per additional hour or portion of an hour per day)
- *Bleacher Rental*
  - > Full Ten Set — $3,000.00 per setup/teardown
  - > Individual Sections — $300.00 per setup/teardown
- Compactor / Open-top Pull Fee — $600.00
- Lost Key Charge — $200.00 per key
- Lost/Replaced Access Card — $50.00 per card
- Rekeying / Recoring Charge — $100.00 per lock

C. <u>Video Patch Fees</u>:

- Video Patch / Tie Fee (not Time Warner) — $15.00 per patch / per day
  $300.00 per event max
- Satellite Tie-in Fee (from roof pad to central A/V) — $50.00 per patch / per day

D. <u>Lila Cockrell Theatre Sound & Lighting Packages</u>:

- **BASIC SOUND SYSTEM** **(Included in Theatre Rental)**
  Includes a small Ashley 206 six-channel mixer, rack-mounted, located back stage left, allowing the use of up to six (6) microphone inputs and one fold back mix to monitor wedges, maximum of two (2) stage wedges. Three (3) basic wired microphones included. Also includes the full-range front of house cabinets. Center cluster is gratis for customers using balcony levels. Facility "approved" personnel required to run sound, light, and rigging systems. If facility personnel are available to operate systems, current labor rates will apply. Sub cabinets and audience front-fill speakers **are not** included. Effects and graphic EQ's **are not** included with this package. Audio technician **is not** included.
- **ENHANCED SOUND SYSTEM** **($750.00 a day)**
  Includes a Digidesign D-Show Venue audio desk with 48x16 stage rack/digital snake. Playback equipment (CD player) is included in the enhanced sound system rental. Three (3) basic microphones included. Also includes the full-range front of house cabinets, sub cabinets and stage-mounted audience front-fill speakers. Center cluster is gratis for customers using balcony levels. Facility "approved" personnel required to run sound, light, and rigging systems. If facility personnel are available to operate systems, current labor rates will apply. Audio technician **is not** included.
- **LIGHTING**
  House lights and 20 additional lights **(with exception of spot lights)** are included in the Theatre rental. Color gels and filters are not included and must be rented from an outside source. Lighting technician **is not** included.
  - Additional Light Fixtures — $7.00 each / per day
    $500.00 per day max
  - Spot Lights — $25.00 per hour
    (or any portion of an hour)
- **AUDIO PATCH FEES *(THEATER ONLY)***
  - Recording-Out Patch Fee — $20.00 per patch / per day
    $400.00 per event max
  - Audio-In Patch Fee — $35.00 per patch / per day
    $700.00 per event max

E. <u>Overtime Labor</u>: (City Employees, not stage-hands)

- **A/V Technician** — $30.00 per hour
  Tech. labor for system troubleshooting and house system monitoring.
- **Sound/Light Board Operators:** — $35.00 per hour
  Theatre only

F. <u>HVAC</u>: *(Cooling or Heating during non event hours)* — $10 per unit / per hour

X. BLEACHER INFORMATION

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

B. Requests must be received at least two (2) weeks prior to event commencement date.

C. If diagram is not provided to the Event Coordinator a minimum of ten (10) calendar days from the event commencement date, the Convention & Sports Facilities Department reserves the right to set bleachers at the department's discretion; set-up will not be modified thereafter.

D. If bleachers are set per diagram and the client requests a change, a $500 per hour change reset fee will be incurred. No changes/resets will be approved within 48 hours of the event commencement date.

ADDENDUM IV
SAMPLING POLICY

EXHIBITOR SAMPLES & FOOD PROMOTIONS REQUESTS

A. Exhibitors may provide "bite size" food samples of their individual brand name products. Approved sample sizes are (2) ounces or less.

B. Exhibitors may provide food samples if doing so is a customary part of the overall event (i.e. food shows, convenience store trade shows, culinary events, etc...).

C. The serving of generic products (i.e. frozen yogurt, ice cream, popcorn, cookies, coffee, bottled water, etc.) by exhibitors for the purpose of drawing attention to their booth is permitted only when the product being served is purchased from our exclusive caterer.

D. If an exhibitor wants to attract exhibitors to a booth by giving away fresh popcorn, the machine and the popcorn product must be obtained from our exclusive caterer. Exhibitors are permitted to provide and use their own serving vessels (buckets, tubs, bags) to serve the popcorn. Often times, an exhibitor will provide serving vessels with their logo on them.

E. All claims by an exhibitor that the generic product they wish to provide is not offered by our caterer must be verified with the catering sales staff. If it is determined that a product is not available through our caterer, the Event Services Manager will decide whether or not to allow the exhibitor to provide and serve the product.

F. Distribution of individual pieces of hard candy or chocolate mints from any source is allowed.

G. Samples of beverages may distributed on sight only under the following conditions:
   1. Samples are served for "on the spot consumption"
   2. Samples sizes are four (4) ounces or less for non-alcoholic beverages and two (2) ounces or less for alcoholic beverages, subject to applicable State law.
   3. The product is the brand name of the exhibitor or is distributed by the exhibitor

H. Service of any alcoholic beverage must be arranged through our exclusive caterer, The RK Group, except as provided in Section G, above.

I. Arrangements for the receiving and storing of products approved for sampling must be coordinated through our exclusive caterer, The RK Group.

J. Requests for permission to serve food and / or beverage samples outside of these parameters must be submitted in writing to the Event Services Manager. The written request must come from the customer (licensee), and must contain the name of the exhibitor(s) or sponsor(s), and the product(s) to be served (bottled water, candy, cookies, popcorn, yogurt, soda, coffee, etc.)

EXHIBIT D

competitor

Rock 'n' Roll San Antonio
Marathon & ½ Marathon

Rock 'n' Roll SAN ANTONIO MARATHON & 1/2

EVENT ADVERTISING AND PROMOTION AGREEMENT

BETWEEN PROOF ADVERTISING AND COMPETITOR GROUP, INC.

The term of this Agreement is for five (5) years beginning upon the mutual execution of this Agreement by the parties, and will be effective for the 2016-2020 Rock 'n' Roll San Antonio events with an option to renew for one additional two year term encompassing the 2021 and 2022 Rock 'n' Roll San Antonio events.

The event will be held in November or December annually, as mutually agreed upon, unless all parties agree a date change is necessary. COMPETITOR GROUP, INC. may request changes in the event date as it deems necessary (considering factors which may include experience and competitive conditions), if it believes that such change will result in increased event participants, and PROOF ADVERTISING working jointly with the Convention and Visitors Bureau will reasonably consider any such change.

PROOF ADVERTISING is the official advertising, marketing and public relations agency of the City of San Antonio's Convention and Visitors Bureau, but is not in any event or through this Agreement to be considered the legal agent of the City of San Antonio, or the City of San Antonio's Convention and Visitors Bureau. The current agreement between the City of San Antonio and PROOF ADVERTISING terminates on September 30, 2016, after which time the City of San Antonio may enter an advertising, marketing and public relations agreement with Proof Advertising or a new firm.

The parties agree that the SAN ANTONIO CONVENTION & VISITORS BUREAU shall be an Official Sponsor of the Rock 'n' Roll San Antonio Marathon & ½ Marathon, and will receive the following promotional benefits from, COMPETITOR GROUP, INC:

SPONSOR DESIGNATION

1. CITY OF SAN ANTONIO will be the Host City of the Rock 'n' Roll San Antonio Marathon & ½ Marathon. SAN ANTONIO CONVENTION & VISITORS BUREAU will be an Official Sponsor of the event. All promotional programs and advertisements produced by PROOF ADVERTISING on behalf of SAN ANTONIO CONVENTION & VISITORS BUREAU using the Rock 'n' Roll San Antonio name and/or logo must have prior approval from COMPETITOR GROUP, INC.

ADVERTISING & PROMOTION

2. SAN ANTONIO CONVENTION & VISITORS BUREAU for each year of the term of this agreement will receive three full page, full color ads in COMPETITOR GROUP, INC's national publication "Competitor". Creative to be provided by PROOF ADVERTISING to promote the destination.

3. COMPETITOR GROUP, INC will provide four (4) San Antonio destination Facebook posts on Competitor Running's Facebook page with links to VisitSanAntonio.com.

4. COMPETITOR GROUP, INC will provide four (4) San Antonio destination Facebook posts on Women's Running Facebook page with links to VisitSanAntonio.com.

5. COMPETITOR GROUP, INC will provide two (2) custom emails promoting the San Antonio Marathon and including links to VisitSanAntonio.com to all COMPETITOR GROUP, INC consumer opt-in lists. Creative to be provided by PROOF ADVERTISING.

6. SAN ANTONIO CONVENTION & VISITORS BUREAU for each year of the term of this agreement will receive a complementary 10'x 10' booth space at up to four (4) mutually agreed upon Rock 'n' Roll Marathons throughout the Rock 'n' Roll series for the purpose of marketing the destination as well as promoting the San Antonio Rock 'n' Roll Marathon and ½ Marathon.

7. COMPETITOR GROUP, INC will work jointly with the SAN ANTONIO CONVENTION & VISITORS BUREAU to promote San Antonio and the San Antonio Marathon at Rock 'n' Roll Expos in a minimum of four (4) overseas markets and four (4) Mexico markets.

8. COMPETITOR GROUP, INC and PROOF ADVERTISING working jointly with the SAN ANTONIO CONVENTION & VISITORS BUREAU will work towards formulating strategies and opportunities to create an even greater signature event in 2018 that would complement the City's Tri-centennial Celebration.

9. The SAN ANTONIO name will be featured, along with select destination photos, on a high-quality, custom exhibition booth that will be displayed with other COMPETITOR GROUP, INC. event booths at event expos across the country.

RADIO

10. SAN ANTONIO name will be included in any local/regional radio advertisements.

PRINTED PROMOTIONAL MATERIALS

11. Where inclusion is relevant to collateral content, SAN ANTONIO CONVENTION & VISITORS BUREAU name, logo and URL (VisitSanAntonio.com) will be featured in select promotional materials for the event. COMPETITOR GROUP, INC. will produce all community relations materials, expo brochure, finisher certificates, media guide, sales proposals, race credentials, parking flyers, VIP invitations, volunteer recruitment and confirmation materials, and other event marketing materials.

12. The SAN ANTONIO CONVENTION & VISITORS BUREAU name, logo and URL (VisitSanAntonio.com) will be displayed on full-color promotional materials produced by CGI to be distributed through sporting good retailers, athletic clubs, grocery stores and at major race expos throughout the U.S.

13. SAN ANTONIO hotels that participate in the room block for this event will be featured on the travel page of the event website. Headquarter hotels will be given more prominent placement, including mention in confirmation materials and final instructions mailed to pre-registered participants.

14. The SAN ANTONIO CONVENTION & VISITORS BUREAU name, logo and URL (VisitSanAntonio.com) along with a statement about Plan Your Trip will appear on Confirmation Letters, Final Instructions and confirmation e-mails to all event participants.

15. The SAN ANTONIO CONVENTION & VISITORS BUREAU name and logo will be featured on full-color race posters to be displayed at sporting goods stores, athletic clubs and additional locations throughout the nation.

16. The SAN ANTONIO name will appear on event T-shirts worn by race participants and volunteers.

EVENT SIGNAGE

17. SAN ANTONIO name will appear on event start and finish line scaffolding banners.

18. SAN ANTONIO CONVENTION & VISITORS BUREAU will receive banner opportunities at the event, including:
    - Four (4) banners at the Start Line
    - Four (4) banners at the Marathon Finish Line
    - Four (4) banners at the ½ Marathon Finish Line

    - Two (2) banners at the Kids Family Run Start Line
    - Two (2) banners at the Kids Family Run Finish Line

EXPO DISPLAY / SAMPLING OPPORTUNITIES

19. SAN ANTONIO CONVENTION & VISITORS BUREAU will receive a complementary 10'x 10' booth space at the two-day Health & Fitness Expo, attended by race participants, visitors, tourists, and spectators.

20. If provided to participants, SAN ANTONIO CONVENTION & VISITORS BUREAU may insert promotional items, links or literature in the "goodie bags" that are distributed to every participant.

WEBSITE

21. SAN ANTONIO CONVENTION & VISITORS BUREAU will be identified as an Official Sponsor on the Rock 'n' Roll San Antonio website with a link to VisitSanAntonio.com.

22. SAN ANTONIO's 3 minute destination video will display on Rock 'n' Roll San Antonio homepage in a spotlight area that also promotes learn more about San Antonio and links to VisitSanAntonio.com. SAN ANTONIO CONVENTION & VISITORS BUREAU to produce and provide the video at its sole expense.

RACE DAY / MEDIA PROMOTION

23. SAN ANTONIO CONVENTION & VISITORS BUREAU will receive verbal mentions by announcers throughout the race (to be provided by PROOF ADVERTISING).

24. SAN ANTONIO will be featured in all press releases and public service announcements distributed for the event.

25. SAN ANTONIO CONVENTION & VISITORS BUREAU will be introduced as an Official Sponsor during media press conferences held leading up to the event.

HOSPITALITY

26. SAN ANTONIO CONVENTION & VISITORS BUREAU will receive corporate entertainment and hospitality opportunities at the Marathon and Half Marathon including:
    - Twenty (20) free entries into the Rock 'n' Roll San Antonio for selected employees and clients.
    - Twenty (20) invitations to VIP Reception held for sponsors and elected officials.
    - Twenty (20) VIP Passes to the Start/Finish Hospitality Tents
    - Twenty (20) VIP Passes to the race concert, if applicable

- 10 VIP Parking Passes

ADDITIONAL COMPETITOR GROUP, INC. DELIVERABLES

27. COMPETITOR GROUP, INC. guarantees 15,000 registered entrants for each annual event. In the unlikely event that there are not 15,000 registered entrants for an annual event, COMPETITOR GROUP, INC. will return PROOF ADVERTISING's cash sponsorship (for the applicable year only) on a pro rata basis.

14,999 – 14,000 registered entrants:	$10,000 refunded
13,999 – 13,000 registered entrants:	$20,000 refunded
12,999 – 12,000 registered entrants:	$40,000 refunded
11,999 – 11,000 registered entrants:	$60,000 refunded
10,999 – 10,000 registered entrants:	$80,000 refunded
9,999 – 9,000 registered entrants:	$120,000 refunded
8,999 registered entrants or less:	$140,000 refunded

28. COMPETITOR GROUP, INC. agrees to provide a preliminary certified statement of registered entrants within sixty (60) days after each annual event, and a final audited statement of registered entrants within six (6) months after each annual event, solely for purposes of allowing PROOF ADVERTISING to verify registered entrants.

29. COMPETITOR GROUP, INC and PROOF ADVERTISING will each identify an assigned point of contact who will work to ensure respective deliverables and overall coordination of items referenced in this agreement are met for both parties.

The number of registered entrants in each annual marathon and ½ marathon will be combined for purposes of determining whether the above thresholds have been achieved. Relay participants will be counted individually (i.e., a two-person relay team for a marathon will be counted as two registered entrants).

Subject to the annual appropriations by the City Council of the City of San Antonio for the PROOF ADVERTISING contract, the following goods and services shall be provided each event year over the term of this agreement, including:

CASH SPONSORSHIP AND ADDITIONAL PROOF ADVERTISING DELIVERABLES

1. PROOF ADVERTISING will provide a cash sponsorship per year, payable to COMPETITOR GROUP, INC. according to the following schedule for each applicable year with the understanding that the amounts for 2021 and 2022 will be due only if the option is exercised:

	Race Year
Due Date	**2016-2022**
January 1	$ 100,000
June 1	$ 50,000
August 1	$ 50,000
October 1	$ 50,000
December 1	$ 50,000
Total Sponsorship	$ 300,000

2. PROOF ADVERTISING working jointly with SAN ANTONIO CONVENTION & VISITORS BUREAU will help secure headquarter hotel properties for the event, and will make introductions to hoteliers interested in serving as partner hotels.
    a. During the hotel selection process, PROOF ADVERTISING working jointly with SAN ANTONIO CONVENTION & VISITORS BUREAU will help find and negotiate transportation services from the hotels that require transportation services.
    b. PROOF ADVERTISING acknowledges that COMPETITOR GROUP, INC. will utilize SAN ANTONIO CONVENTION & VISITORS BUREAU services to facilitate hotel room blocks throughout the city and leverage SACVB Housing services and Passkey software. CGI will utilize SAN ANTONIO CONVENTION & VISITORS BUREAU lead service to drive RFP to hotels and secure room blocks; this shall be done prior to hotel contracts being signed by COMPETITOR GROUP, INC . CGI agrees to provide hotel room reports to SACVB on hotels being used, room block information and any other relevant information associated to hotel room pickup. Overall room nights will still be reported by CGI via the Summary Report utilizing traditional survey and economic impact information provided to SAS and City annually by CGI. The report shall include breakdown of registration for each event; overall gender breakdown; top 10 state breakdown; top 10 Texas cities breakdown; and top 10 out of state cities breakdown. The information provided to SACVB regarding hotel pickup would be considered a subset of the overall room nights reported.

    c. COMPETITOR GROUP, INC total room nights booked goal for each year between 2016-2018 will be 22,400 and a 2% annual increase for each year thereafter.

3. PROOF ADVERTISING will promote the event to the SAN ANTONIO CONVENTION & VISITORS BUREAU's current database of consumers, including via the SAN ANTONIO CONVENTION & VISITORS BUREAU's digital newsletter (which reaches 300,000-400,000 opt-in consumers). The event will be promoted in the SAN ANTONIO CONVENTION & VISITORS BUREAU's consumer visitor guide (with an annual distribution of over 300,000 copies) and where appropriate, integrated into consumer advertorial materials and included in all other cross-promotional opportunities and calendar of events.

4. PROOF ADVERTISING will place Rock 'n' Roll San Antonio logo and link on the SAN ANTONIO CONVENTION & VISITORS BUREAU website (www.visit sanantonio.com) and will promote the Rock 'n' Roll San Antonio events on such website, including the placement of a detailed event tile for the Rock 'n' Roll San Antonio events. COMPETITOR GROUP, INC. to provide content and creative, as needed.

5. PROOF ADVERTISING will work with SAN ANTONIO CONVENTION & VISITORS BUREAU, stakeholders (hotels, attractions and restaurants) to fully participate with COMPETITOR GROUP, INC. and build programs to provide a greater value and experience for participants and guests. In addition, PROOF ADVERTISING and SAN ANTONIO CONVENTION & VISITORS BUREAU will work with COMPETITOR GROUP, INC. on developing value-added programs and promotions during official race dates. PROOF ADVERTISING will work with COMPETITOR GROUP, INC. and all City of San Antonio departments to move the start of the Marathon and ½ Marathon events to downtown. In addition, PROOF ADVERTISING working jointly with SAN ANTONIO CONVENTION & VISITORS BUREAU will coordinate the impact of the events with respect to existing conventions and integrate future conventions at the Henry B. Gonzalez Convention Center so as to minimize conflicts.

7. Other services to be determined and mutually agreed upon.

REVIEW PERIOD

Beginning January 1, 2022, COMPETITOR GROUP, INC. and PROOF ADVERTISING will begin to review terms of this sponsorship agreement for subsequent Rock 'n' Roll San Antonio events.

INDEMNIFICATION

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

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

COMPETITOR GROUP, INC. shall promptly advise PROOF ADVERTISING in writing of any claim or demand against PROOF ADVERTISING or COMPETITOR GROUP, INC. known to COMPETITOR GROUP, INC. related to or arising out of COMPETITOR GROUP, INC.'S activities under this AGREEMENT. PROOF ADVERTISING shall promptly notify COMPETITOR GROUP, INC. in writing of any claim or demand against PROOF ADVERTISING for which PROOF ADVERTISING intends to seek indemnification hereunder, shall allow COMPETITOR GROUP, INC. sole authority to control the defense and settlement of such claim or demand, and shall cooperate with COMPETITOR GROUP, INC. on the defense of any such claim or demand.

INTELLECTUAL PROPERTY OWNERSHIP

All present and future rights, title and interest to intellectual property of COMPETITOR GROUP, INC. and its affiliates, including without limitation the rights to the name "Rock 'n' Roll San Antonio Marathon & ½ Marathon" and all variations of that name, are and will remain the sole and exclusive property of COMPETITOR GROUP, INC. COMPETITOR GROUP, INC grants PROOF ADVERTISING a non-exclusive, royalty-free license to utilize all its marks and logos in connection with promotions under this Agreement.

IMPOSSIBILITY/COMMERCIAL IMPRACTICABILITY/ FORCE MAJEURE

In connection with its normal race operating procedures, COMPETITOR GROUP, INC. coordinates event operations with local police, fire, public safety, and emergency service organizations. COMPETITOR

GROUP, INC. will use commercially reasonable efforts to ensure occurrence of the events, including (as practical and possible) delaying starting times, modifying course and distances, or postponing the events. COMPETITOR GROUP, INC. is not liable for failing or delaying performance of any obligation under this Agreement if the performance is rendered impossible or commercially impracticable by a force or forces beyond COMPETITOR GROUP, INC.'s control. Such forces include, but are not limited to: fire, flood, riot, earthquake, civil commotion, pandemic, disease, strike, lockout, labor disturbances, explosion, sabotage, accident, war, Act of God, or any law (including ordinances, rules or regulations) which becomes effective after the date of this Agreement. PROOF ADVERTISING acknowledges and agrees that substantial resources and cost will have been expended prior to any event cancellation and all payments described herein are not refundable or returnable regardless of cause. Further, PROOF ADVERTISING waives any claim of damages or other compensation for such delay or failure to perform.

INSURANCE

COMPETITOR GROUP, INC. has a general liability insurance policy with limits of liability of at least $2,000,000 (which may be provided by a combination of primary insurance and an excess or umbrella insurance policy) and will add PROOF ADVERTISING as additionally insured.

TERMINATION

Either party shall have the right to terminate this Agreement immediately upon prior written notice in the event that the other party breaches a material provision of this Agreement and fails to cure such breach within (30) days of receipt of notice thereof. This Agreement shall terminate immediately in the event that the annual appropriation by the City Council of the City of San Antonio for the PROOF ADVERTSING contract is insufficient to allow PROOF ADVERTISING to comply with its cash sponsorship obligations under this Agreement.

ASSIGNMENT

COMPETITOR GROUP, INC. may assign this Agreement, including in connection with the sale or divestiture of any part of its business. If at any time during the term of this Agreement, the City of San Antonio contracts with a new firm to provide advertising, marketing and public relations services, PROOF ADVERTISING shall use reasonable business efforts to assign this Agreement to the incoming firm. If such an assignment does not occur within 60 days of the effective date of the new firm's contract with the City of San Antonio, this Agreement shall immediately terminate and it is the understanding of the parties that the City of San Antonio then intends to enter an agreement with the COMPETITOR GROUP, INC. for similar services, subject to the approval of the City Council of the City of San Antonio.

MISCELLANEOUS

The parties shall at all times act independently. Nothing contained in this Agreement shall be construed to make one party the partner, joint venture, principal, agent or employee of the other party hereto. This Agreement is binding upon the Parties and their successors and permitted assigns. The validity, interpretation and construction of this Agreement, and all other matters related to this Agreement, shall be interpreted and governed by the laws of the State of Texas. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. This Agreement may be amended only by a writing signed by the party against which enforcement is sought.

The Above Agreement is entered into by:

PROOF ADVERTISING

By:_____
Bryan Christian, CEO

COMPETITOR GROUP, INC.

By:_____ 11/16/2015
Josh Furlow, President