

Waco Convention Center Event Contract -- Terms and Conditions

1. Lessor reserves the right at all times to require the ushers, gatemen, ticket takers and all other employees of Lessee and the right, with its officers and agents, including its security guards, to eject any objectionable person or persons from the building and premises; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against Lessor, its agents, servants and employees on account thereof. Lessee shall hire and pay the salaries of all employees required in connection with the event or attraction including the salaries of all stage employees, front lamp operators, projectionists, ticket takers, ushers, doormen and security guards. Based upon the information provided, the Lessor will determine the minimum number of security guards required and the source of such security guards.

2. Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the premises hereinabove specifically described for the purpose and for the term aforesaid, including corridors necessary to accommodate patrons, and restroom conveniences customarily open to the general public.

3. Except as provided in this Agreement, the Lessee will not allow beer, wine, or any liquors of alcoholic content to be given away, sold, or used upon said premises in violation of the rules and regulations promulgated by Lessor nor in violation of any law of the State of Texas regulating the use of alcoholic beverages.

4. Lessor reserves the sole and exclusive right to sell or serve, in or about the premises covered by this Agreement, any beverages including alcoholic beverages, food, souvenirs or other merchandise of any sort, and no free samples of any merchandise shall be given away by Lessee without the written consent of Lessor. Lessor retains the right to require all caterers to have liability insurance, food handler's certificates, and a Waco-McLennan County Health District permit and Lessee may not designate a professional catering firm to cater any service of food or beverage without the consent of Lessor. When a specific catering service or business has been designated by the Lessee and approved by Lessor, the Lessor will, by a separate agreement, lease such rights to the catering firm selected by the Lessee.

5. Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights, or air conditioning due to the failure of any of this equipment to operate or function properly through no fault or act of Lessor.

6. In case the premises covered by this Agreement, or the building of which such premises are a part be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by Lessor impossible, then the terms of this contract shall end and Lessee shall be liable to pay for use only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

7. **Lessee shall keep in full force and effect during the terms of this agreement insurance in the following types and minimum amounts:**

Comprehensive General Liability (including premises/operations, personal injury, and product/liquor liability in such instances where food/liquor is served):

Bodily Injury:	\$250,000 per person/ \$500,000
aggregate	
Property Damage:	\$100,000 per occurrence/
\$100,000 aggregate	
Workers' Compensation	Statutory (if Lessee retains employees) -
\$100,000	

All insurance policies will name the City of Waco as an additional insured. All insurance policies shall be subject to the examination and approval of City for their adequacy as to form and

content, form of protection, and insurance company. Lessee shall furnish to the City's Risk Manager for the City files certificates or copies of the policies, plainly and clearly evidencing such insurance at least seven days in advance of event.

If Lessee fails to provide such insurance naming City as additional insured, then Lessee agrees to assume full responsibility and liability for the event, and hereby agrees to indemnify, protect and hold harmless the City, its employees, agents, and servants, of and from all claims, demands, and causes of actions of every kind and character, including the cost of defense thereof, for any injury to, including death of, persons and any losses for damages to property caused by or alleged to be caused, arising out of, or alleged to arise out of, either directly or indirectly or in connection with the services to be rendered hereunder, whether or not said claims, demands, causes of actions are caused by the sole negligence of the City, its employees, agents, or servants, or whether it was caused by concurrent negligence of the City and a party to this agreement, or whether it was caused by concurrent negligence of the City and some other third party. If Lessee provides the appropriate insurance naming City as an additional insured, then this paragraph shall not apply.

8. Lessor, through its Convention Center Management, security guards, employees and other designated representatives, shall have the right at any time to enter any portion of the premises herein before described for any purpose whatsoever and the entire building, including the premises covered by this Agreement, shall at all times be under the charge and control of the Convention Center Management. The keys to the premises shall remain in possession of the Lessor or Convention Management but during the period covered by this Agreement, the entrances and exits of the premises shall be locked or unlocked under the direction of the Lessee in accordance with the terms of this contract and in compliance with all fire codes.

9. Lessor reserves the right after the termination of the time for which the said premises are rented by this Agreement to remove from the building any or all articles remaining therein and to store the same wherever it sees fit in its name, or at its option, in the name of Lessee but at the cost, expense and risk of Lessee, and Lessor shall not be liable in any way to Lessee on account of so removing and storing any such articles. For such additional period beyond the term of this Agreement that any articles of Lessee may so remain in the building Lessor shall receive the established rate per day as payment for moving in and out of the premises.

10. Neither the halls nor ramps of said building or premises, nor the sidewalks, entrances or lobbies thereof shall be obstructed by Lessee nor used for any other purposes than ingress or egress, and Lessee will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times except as agreed to within this contract.

11. Parking vehicles in entrances, driveways or the Convention Center garage, is prohibited. Vehicles so parked may be subject to towing at the expense of the vehicle owner.

12. Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into said building or premises any animals, or any other property of any kind, without the consent of the Convention Center Management and shall not place or put up any decorations without the consent of the Convention Center Management. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of Lessor.

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13. Lessee will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to the exterior thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the building or the furnishings thereof. Construction or painting will not be allowed on the premises without the consent of the Convention Center Management. Lessee will pay the cost of repairing any and all injury and damage

which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the building upon the invitation of Lessee including the patrons of the attraction or function for which Lessee is hereby renting the premises hereinabove described. It is expressly agreed that the Convention Center Management shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this Agreement, Lessee is to be held responsible.

14. Lessor must approve the method of hanging of any signs, posters or decorations prior to their hanging. Lessee is responsible for hanging all decorations and assumes all liability for any personal injuries or property damage resulting from said signs, posters or decorations. Lessee may not hang any items from light fixtures, exit signs, air conditioners, air supply ducts, return air grills or diffusers. Lessee may not remove or move any ceiling tiles for the purpose of hanging decorations without consent of the Convention Center Management. Lessee may not obstruct or cover any exit lights or fixtures. Lessee may not plug any lighting circuit or extension into any exit, light fixture or socket unless approved in advance by Lessor. Lessee may hang items from existing hooks provided for that purpose in the ceiling.

15. Lessee and the decorator or other agents hired by Lessee must comply with applicable local, state and national fire and safety codes. Lessee must not allow any open flames in the Center unless enclosed by glass. Lessee must not bring any gasoline or

other flammable substances into the Center. Decorations used by the Lessee must be of approved, flame-resistant materials.

16. Lessee shall not imply that Lessor sanctions Lessee's function. Lessee may not advertise Convention Center telephone numbers unless so authorized.

17. Lessee shall comply with all laws of the United States, and of the State of Texas, all ordinances of the City of Waco, and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Waco, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of Lessor is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the said premises by said Lessee, or of any person employed by or admitted to the said premises by said Lessee such Lessee will immediately desist from and correct such violations. Lessee shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Lessee further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.

18. Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front, or on any part of said building, except upon the regular billboards, provided by the Lessor therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibition to be given in said premises. Lessee will not post or affix any sign or advertisement to any lamppost, public utility pole or tree, as prohibited by city ordinance, *City of Waco Ordinance Sec. 28-10480(f)*.

19. Lessee shall not admit to said premises a larger number of persons than the seating capacity or fire code thereof will accommodate, or can safely or freely move about in said areas, and the decision of the Convention Management in this respect shall be final.

20. Lessor assumes no responsibility whatsoever for any property placed in or on said premises, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this Agreement. Lessee must receive or make arrangements with a transfer company for the receipt of shipments of exhibits, equipment or other items. Lessor will not accept shipments directly unless arranged in advance with Convention Center Management. An additional charge for this service will be billed at an amount to be agreed between the parties in advance.

21. Lessee agrees to pay court costs and reasonable attorney's fees on any amount owed by Lessee under any part of this entire agreement, which is in default and may be collected by legal processes.

22. Lessee will pay taxes incurred and used in connection with the performance, exhibition or event, and furnish Lessor all information necessary in order that the Lessor may make the required returns to the United States Government. Lessee is solely responsible and will pay all tax liability due to sales made at trade shows or other exhibitions.

23. Any matter not herein expressly provided for shall rest solely within the discretion of the Convention Center Management.

24. Lessee agrees to comply with all ordinances and resolutions of the City of Waco which relate to the rental and use of the premises or services provided in this Agreement.

25. A representative of Lessee approved by the Convention Center Manager shall remain on the premises during the term hereof and until the public have left the premises.

26. Lessee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said events; and Lessee agrees to indemnify and hold harmless Lessor from all damages, costs and expenses in law or equity for or on account of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Lessee, or its contestants and exhibitors, in connection with this Agreement. Lessee is solely responsible for and will pay all fees due resulting from the WCC performance of licensed music or from the use of pre-recorded licensed music.

27. Lessee agrees not to lease, sublease, nor assign his right, title, or interest under this Agreement to any other person, entity,

group, association or anyone else without prior written consent of the Lessor.

28. The Lessor and Lessee agree that this written Agreement supersedes any verbal agreement that may have been made between the parties.

29. This Agreement is governed by the laws of the State of Texas. The obligations and undertakings of each of the parties to this Agreement shall be performable at Waco, McLennan County, Texas.

30. Lessee hereby certifies that it is not delinquent in the payment of any taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If the previous certification is determined to be false, such false certification shall constitute grounds for termination of this agreement at the option of the City. The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

31. Lessee agrees that the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to Lessee pursuant to this agreement, for any debt owed to the City, other than for arrearage of taxes which are governed in paragraph 31 of this agreement. The City may withhold, from payment under this agreement, an amount equal to the total amount of debts owed to the City by Lessee. The City may apply the amount withheld to the debts owed to the City by Lessee until said debts are paid in full.

Special Notice to Customers

On May 12, 2007, the citizens of Waco voted to commit \$17.5 million in general obligation bond funds to renovate and expand the Waco Convention Center. This major renovation and expansion project will involve a complete external and internal renovation of the facility. The project also includes the addition of a larger kitchen to better facilitate catered events. Literally every room and all public spaces will be changed with this renovation project.

The project is intended to begin as early as the 1st Quarter of 2008 with duration of as much as 24 months in its entirety.

All existing events scheduled to occur in 2008 and/or 2009 with complete executed contracts, and any new events booked from June 1, 2007 and forward, will be accommodated in the best manner possible with the resources available at the time the event is intended to occur. The Waco Convention Center's ability to deliver the agreed upon locations and services for events will be affected by the renovation/expansion project.

Due to the renovation/construction schedules, events may need to be moved from their originally contracted space/rooms. Customers will receive as much advance notification as is possible from Convention Center Management in regard to changes that may affect each event. Events may be moved to similar space/rooms either in the Waco Convention Center or to other facilities in Waco. The Waco Convention Center Staff will work one-on-one with customers affected by these necessary changes to ensure the best positive success for each event.

All existing events scheduled to occur in the Waco Convention Center in 2008 and/or 2009 with complete executed contracts will continue to be subject to the Terms and Conditions of the Waco Convention Center contract, which will remain in full force and effect including all charges and fees, as detailed on the original event contract.

The Waco Convention Center Staff is committed to doing all that is possible to inform, notify and accommodate the needs and expectations of our customers. Customers who wish to modify event plans or change dates need to contact the Waco Convention Center offices as soon as possible.

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