

AN ORDINANCE 2006-04-06-0429

SUPPORTING AN AGREEMENT WITH THE DALLAS COWBOYS FOOTBALL CLUB TO HOLD ITS TRAINING CAMPS AT THE ALAMODOME FROM 2007 THROUGH 2011.

* * * * *

WHEREAS, in 2002 and 2003, the Dallas Cowboys Football Club ("Dallas Cowboys") conducted training camp in San Antonio and the Alamodome; and

WHEREAS, in conjunction with the training camps the Cowboys held numerous practices open to the public, kick-off celebrations/concerts, cheerleading camps with the Dallas Cowboys Cheerleaders, and the Cowboys played a scrimmage game against the Houston Texans in 2003, which drew an attendance of approximately 25,000; and

WHEREAS, with the success of the training camps held in San Antonio, the Dallas Cowboys and the City desire to conduct training camps in San Antonio from 2007 through 2011; and

WHEREAS, based on the actual event statistics from the 2002 and 2003 Training Camps, the current Agreement is expected to generate approximately \$60,000.00 in revenue for the 2007 Training Camp alone and the total projected revenue increases to approximately \$135,000.00 if a scrimmage game is held; **NOW THEREFORE:**

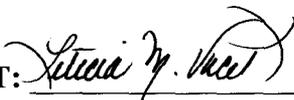
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council supports the Agreement between the City of San Antonio and the Dallas Cowboys. A copy of said Agreement, executed by the parties, is attached to this Ordinance as Exhibit A.

SECTION 2. This Ordinance shall be effective on and after the tenth day after passage.

PASSED AND APPROVED this 6th day of April, 2006.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: 4.

Date: 04/06/06

Time: 10:00:03 AM

Vote Type: Multiple selection

Description: An Ordinance supporting an agreement with the Dallas Cowboys Football Club to hold its Training Camps at the Alamodome from 2007 through 2011. [Presented by Michael Abington, Director, Alamodome; Roland A. Lozano, Assistant to the City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

Exhibit
A

ALAMODOME LICENSE AGREEMENT

DALLAS COWBOYS TRAINING CAMP

THIS AGREEMENT, dated this _____ day of _____, 2006, by and between City of San Antonio, Texas, a municipal corporation of the State of Texas, acting by and through its Director of the **Alamodome**, or his designee, hereinafter referred to as "**CITY**", and the **Dallas Cowboys Football Club, Ltd.**, hereinafter called "**LICENSEE**", located at **Cowboys Center, One Cowboys Parkway, Irving, Texas, 75063-4999**, to set forth the agreements, covenants and provisions set forth herein.

WITNESSETH:

Recitals

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

WHEREAS, LICENSEE held its 2002 and 2003 Training Camps in San Antonio and generated a total of \$4.5 million in economic impact to the City of San Antonio and direct expenditures derived from the LICENSEE were estimated at \$925,000, and

WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use the Alamodome for presentation of the **Dallas Cowboys Training Camp in 2007, 2008* 2009, 2010 and 2011**, and any extension period, and all related activities as defined in Attachment A.

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

ARTICLE ONE

Definitions

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

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

1.1 Alamodome means the multi-purpose domed stadium, located in San Antonio, Texas, providing approximately 160,000 square feet of gross floor space, seating for approximately 65,000 people, and certain areas of Parking Lot A, as defined in this Agreement, operated by the CITY and situated at 100 Montana Street. Areas reserved to others are excluded, specifically the Alamodome Executive Suites, except for the six Suites provided to LICENSEE

by Paragraph 5.2(c), certain Club Seats, the Alamodome Administration Offices, Alamodome Offices, Alamodome Concessionaire Offices and service areas, and such other areas as are reserved by third parties.

1.2 Alamodome Caterer means the exclusive caterer under contract with by the Alamodome.

1.3 Alamodome Concessionaire means the designated concessions operator under contract with the Alamodome during the Term of this Agreement.

1.4 Alamodome Event means any event held at the Alamodome, other than the Event as defined in Paragraph 1.15 below, during the Term of this Agreement.

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

1.6 Attachment A refers to an attachment provided by the LICENSEE and subject to the approval of the CITY, which details all event activities that will occur during the Term of the Agreement.

1.7 Catered Event means any event, assembly, function or similar gathering for which LICENSEE requests services to be provided by the exclusive Alamodome Caterer.

1.8 Catering Services means the service of food and/or beverage by the exclusive Alamodome Caterer in the Alamodome and at areas outside the Alamodome first approved by the CITY in writing, where the selection, quantity, quality, location and/or presentation of food and beverage items to be offered for sale or service is determined by the LICENSEE.

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

1.10 Closed Practice Sessions mean any practice sessions closed to the public.

1.11 Communication System/Services means audio, video and cablecast, and voice and data systems and other miscellaneous communication equipment on the Alamodome property. The Alamodome Communications Provider is the sole provider of Communication Services over the Communication System.

1.12 Concessions mean the sale of food, beverages and souvenir or novelty items (1) through concession points of sale, either fixed or portable, or through vendors "hawking" to event attendees where the attendee pays the food or beverage server at the time of sale.

1.13 Director of Alamodome means the Director of the Alamodome or his/her designee.

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

1.15 Events mean the Dallas Cowboys Training Camp in 2007, 2008*, 2009, 2010 and 2011, and any extension period, and related activities as specified in Attachment A. * It is expressly

understood between the Parties that in the year 2008 there is an existing event booked in the Alamodome which, if Training Camp is held between the following dates: July 29, 2008 and August 13, 2008 would be in direct conflict and render the Alamodome unusable for 2008 Training Camp. In the event of such a conflict, LICENSEE shall be permitted to have Training Camp in a different location without any obligations or liability to CITY.

1.16 Event Day means a day, during the Term of this Agreement, on which an event, other than the Dallas Cowboys Training Camp occurs.

1.17 Executive Suites means the thirty-eight individual suites located in the north half of the Club Level of the Alamodome. They are the exclusive property of the Alamodome and are not a part of the Licensed Premises, except for the six Executive Suites provided for in Paragraph 5.2(c).

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

1.19 LICENSEE means the Dallas Cowboys Football Club, Ltd. its owners, players, coaches, trainers, and other necessary personnel affiliated with the Dallas Cowboys.

1.20 Alamodome Novelties and Souvenirs mean novelties and souvenirs, which contain primarily a depiction of the Alamodome or Alamodome's logo.

1.21 Off-Site Practice Sessions means any practice conducted anywhere other than the Alamodome property during the Term of this Agreement.

1.22 Practice Day means any day on which one or more Practice Sessions are held at the Alamodome.

1.23 Practice Sessions mean any practices conducted during the Term of this Agreement.

1.24 Scrimmage Game means a practice game that may be conducted each year at the Alamodome during the Term of this Agreement between the Dallas Cowboys and another NFL team (to be determined). LICENSEE shall use reasonable business efforts to hold one Scrimmage Game during each Training Camp.

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

1.26 Ticket Sales Proceeds means gross revenues derived from paid attendance to the Event during the Term of the Agreement, if applicable, less any applicable taxes, service charges.

ARTICLE TWO

Scope

2.1 Scope of Event. The Event shall be the Dallas Cowboys Training Camp and shall include all the activities as defined in Attachment A, which shall be provided to the CITY for approval prior to the related event. It is understood by LICENSEE that the Event shall include

only the activities outlined in Attachment A, and any changes to the Event activities as defined must receive the prior written approval of the Alamodome.

2.2 Scope of Use. The following areas will be used by the LICENSEE for the purpose of the Event: The Alamodome facility including the field, locker rooms, meeting rooms, the six (6) Executive Suites provided to LICENSEE by Paragraph 5.2(c), and certain parking spaces in Parking lot A, as provided by Paragraph 4.1(c).

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

2.4 Off-site and Closed Practice Sessions. LICENSEE may conduct up to 10 off-site or closed practice sessions during each Training Camp held during the Term of this Agreement. LICENSEE shall give the CITY notice of the dates, times and, when applicable, locations of these sessions as soon as reasonably possible. Should LICENSEE wish to conduct additional off-site or closed practice sessions it may do so after obtaining the prior written approval of the CITY, such approval shall not be unreasonably withheld by CITY. It is the understanding of the Parties hereto that all such off-site or closed practice sessions shall occur during morning practice sessions only and it is further understood by the Parties that all afternoon practice sessions shall be conducted inside the Alamodome, not on any outside portion of the facility.

2.5 It is expressly understood that for each Off-Site or Closed Practice Session LICENSEE shall reimburse the City the sum of \$2,500.

ARTICLE THREE

Term

3.1 Term. The Term for the Dallas Cowboys Training Camp shall commence on or about July 18, 2007 and, unless otherwise terminated or extended pursuant to this Agreement, end on or about August 25, 2011. The Parties shall meet annually to mutually determine the dates for each Training Camp held under this Agreement. Such dates shall be incorporated into this Agreement as Attachment C, which may be modified, when necessary, by the mutual agreement of the Parties. It is expressly understood between the Parties that in the year 2008 there is an existing event booked in the Alamodome, which, if Training Camp is held during the following dates: July 29, 2008 and August 13, 2008, would be in direct conflict, and render the Alamodome unusable for 2008 Training Camp. Depending upon the specific scope and needs of this aforementioned event, CITY and Licensee will discuss the possibility of Licensee utilizing certain areas of the Alamodome during the 2008 Training Camp. LICENSEE shall have the right, within 120 days of the first day of the 2009 Training Camp, to negotiate an amendment with the CITY for an option to extend the Term of this Agreement for an additional five (5) years.

3.2 Ingress/Egress Days. Ingress/Egress for the Dallas Cowboys Training Camp shall be determined by mutual agreement between the Parties.

3.3 Turf installation. The inclusive dates for Training Camp shall provide sufficient time for the installation and removal of the turf inside the Alamodome.

ARTICLE FOUR

CITY Obligations and Revenues

4.1 CITY will provide the following at no charge to LICENSEE:

- a. All ushers, police for traffic control, and Event Staff, pursuant to 9.1 herein, for customary crowd management activities during the Event, including but not limited to training camp sessions, the Scrimmage game and the Kick-off Event. In addition, the City shall provide medical staff for spectators, housekeeping services, and utilities for the Event, including but not limited to Training Camp sessions, the Scrimmage Game and the Kick-Off event
- b. Temporary signage as needed for directional support.
- c. 200 spaces in Parking Lot A to utilize for training camp, the kick-off event and the Scrimmage Game to satisfy staff, player, sponsor and media requirements. The exact location of said spaces is identified on Attachment B, which is attached hereto and incorporated herein.
- d. Water source for the outside field, if necessary.
- e. Install and dismantle outdoor bleachers, if necessary, sufficient to accommodate up to 2,000 spectators.
- f. Currently available NFL quality playing surface covering an area not to exceed 104,000 square feet.
- g. Up to three (3) Alamodome offices to use for promoting the Events held under this Agreement. The offices shall be available to LICENSEE ninety (90) days prior to each Training Camp held under this Agreement and may be utilized by LICENSEE until the conclusion of each such Training Camp. LICENSEE shall be solely responsible for any finish-out work it requires. All improvements made by LICENSEE shall become the property of CITY. LICENSEE shall pay CITY for its use of the Communications System/Services used in connection with such offices.

4.2 CITY will retain:

- a. All parking revenue generated from Dallas Cowboys Training Camp, the Kick-off Event, the Scrimmage Game in the Alamodome and all other activities related to the Event.
- b. All concessions revenue generated from Dallas Cowboys Training Camp, Kick-off Event, Scrimmage Game and any other activities related to the Events.

- c. Two dollars (\$2.00) per ticket sold to any Scrimmage Game held at the Alamodome during each year of the Term.
- d. Fifty percent (50%) of all revenues derived from the sale of Executive Suites by CITY or LICENSEE, except the six (6) Suites provided to LICENSEE and the six (6) Suites provided to CITY under this Agreement. CITY and LICENSEE agree that a minimum price shall be agreed to and established for such Suites.
- e. All revenues derived from sponsorships generated by the CITY, provided that such CITY-generated sponsorships shall not compete, ambush or conflict with any LICENSEE-generated sponsorships. Upon execution of this Agreement, LICENSEE shall forward a list of sponsorship categories to CITY for review in order to prevent any competition or conflict with potential CITY sponsors. Additionally, if the LICENSEE intends to allow any non-alcoholic beverage advertiser that competes with the non-alcoholic beverage advertisers of the Alamodome to conduct sampling of its products (in a booth or similar setup), samples shall not exceed 4 ounces at the location(s) on the Alamodome premises specifically identified and agreed upon by the Parties hereto.
- f. All revenues derived from the sale of Alamodome novelties and souvenirs.
- g. CITY shall retain any building modifications and improvements made by LICENSEE to Alamodome under this Agreement.
- h. The use of six (6) Executive Suites during the Term of this Agreement, including any Scrimmage Games, to be utilized at the sole discretion of the CITY.

ARTICLE FIVE

LICENSEE Obligations and Revenue

5.1 LICENSEE will provide at its own cost:

- a. A minimum compliment of ten (10) official Dallas Cowboy Cheerleaders to conduct a one-day Cheerleader Clinic in the Alamodome in conjunction with the Kick-off Event. The date and time of said Clinic shall be mutually agreed upon by CITY and LICENSEE.
- b. Installation and removal of outdoor football fields.
- c. All maintenance of outdoor football fields.
- d. Scrimmage Games, if held as described in this Agreement.
- e. NFL regulation goal posts if required for outdoor fields.
- f. Golf carts, as required.

- g. All required temporary trailers, tents and portable offices.
- h. All training camp equipment and supplies, including locker room equipment and supplies, field equipment, meeting room supplies.
- i. All temporary lighting, as required.
- j. All team expenses including meals, lodging and local transportation.
- k. All media accommodation including any needed equipment and hospitality.
- l. Reimbursement for any required telephone, telecom, broadcast and data transmission services provided under Paragraph 17.1.
- m. All medical services for team including ambulance(s) and EMS teams.
- n. All team laundry and uniform cleaning services.
- o. San Antonio Police Department and Fire Department services for Training Camp, Kickoff Party and Scrimmage game, to include overnight police for player's vehicles left on site at the Alamodome. LICENSEE acknowledges that it shall be responsible for employing security and fire personnel and for paying the costs of such services in advance of Event. Security employees must be officers of the San Antonio Police Department. CITY shall assist LICENSEE by making the arrangements for such services, however for purposes of the Fair Labor Standards Act (FLSA), CITY and LICENSEE shall at all times remain separate and independent employers, therefore LICENSEE will be billed, in advance, directly from the San Antonio Police Department Off-Duty Unit and the San Antonio Fire Department for estimated costs associated with employing security and fire personnel for each Event.
- p. For the kick-off event all entertainment and production, including talent, Cheerleaders, staging, sound, lights, etc.
- q. 400' carpet runner for training camp.
- r. Any other equipment or services not specified herein.
- s. Any building modifications or improvements required by LICENSEE, excluding routine modifications or improvements necessary to maintain the Alamodome as a public venue. Modifications and improvements by LICENSEE require the prior consent of the Director of the Alamodome and shall become the property of CITY at the termination of this Agreement.

5.2 LICENSEE will retain the following:

- a. LICENSEE may sell official NFL ("National Football League") licensed souvenirs, novelties, and programs which directly relate to the Dallas Cowboys Football Club, Ltd. CITY agrees that LICENSEE may retain one hundred percent of the proceeds derived from the sale of such souvenirs, novelties and programs at all Dallas Cowboys Training Camps, Kick-off Events and associated events held under this Agreement. The CITY waives its standard commission on all novelties sold by LICENSEE.
- b. All sponsorship revenue generated by Cowboys for Dallas Cowboys Training Camp, the Kick-off Event and all associated Events, except for the parking and concessions revenues as described in Paragraph 4.2 herein.
- c. The use of six (6) Executive Suites during the entire Term of this Agreement, including the Scrimmage Game, the location of which shall be requested by LICENSEE and subject to the approval of CITY, such approval shall not be unreasonably withheld.
- d. Fifty percent (50%) of all revenues derived from the sale of Executive Suites by CITY or LICENSEE, except the six (6) Suites provide to LICENSEE and the six (6) Suites provided to CITY under this Agreement. CITY and LICENSEE agree that a minimum price shall be agreed to and established for such Suites.

ARTICLE SIX

Event Announcement, Ticketing and Credential Program

6.1 Event Announcement. Prior to the announcement of the event to the public, the LICENSEE and CITY will mutually determine when and how the event will be announced to the public.

6.2 Ticketing. If ticketing shall be necessary for any part of the Event, the following Provisions shall apply:

- a. Box Office. It is agreed that LICENSEE shall use CITY's Box Office for printing, manifesting and distributing all admission tickets for the Event. The cost and expense shall be paid by the LICENSEE. In addition, it is agreed that CITY shall permit a representative of LICENSEE to be present at the CITY's Box Office during the printing, manifesting and distribution of all admission tickets for the Event. Licensee shall reimburse the City the sum of 3% of all credit card sales. The CITY, through its designated Box Office Manager or Agent, shall provide an accounting of all tickets, returns and receipts for this Event. As such, the Box Office Manager or Agent shall provide LICENSEE with a notarized Box Office Statement, and produce for LICENSEE's inspection all unsold tickets immediately following the Event. The CITY shall have the right to make refunds of individual admissions where, in the reasonable discretion of the CITY, circumstances warrant it. Any such refunds made shall be considered as unsold tickets when making settlement of moneys due to LICENSEE. CITY shall be responsible for any shortages in either ticket receipts or unsold tickets, except for

shortages caused by negligence of ticket outlets not directly operated or controlled by CITY.

- b. Limits. Admission tickets in excess of the seating capacity of, or which admit a larger number of persons to the premises than can be properly and safely seated and moved in said licensed area shall not be sold, allowed, or caused to be sold or issued, and the decision of the Alamodome Director in this respect shall be final.
- c. Date of Sale. CITY and LICENSEE agree to set a date when tickets for an event will be offered to the public for the first time. No first day of ticket sales will be set on a date when another event is scheduled at the Alamodome, except by permission of the Alamodome Director, which shall not unreasonably be withheld.
- d. Complimentary Tickets. For any ticketed Event associated with this Agreement, LICENSEE may distribute complimentary tickets for promotional or public relations purposes. However, in no event shall the number of complimentary tickets distributed by LICENSEE exceed 3000 without prior written approval of the CITY, through the Director of the Alamodome. If any Scrimmage Games are held and LICENSEE desires to distribute complimentary tickets in excess of 3000, LICENSEE shall pay the Alamodome the sum of two (\$2.00) dollars per complimentary ticket, in excess of 3000, distributed for such Scrimmage Game.

6.3 Credentials. LICENSEE, prior to distribution of credentials, shall present to the Alamodome Director, the LICENSEE's Program for Event Credentials, to include a hard copy of each credential type and any other pertinent details.

ARTICLE SEVEN

Utilities

7.1 Utilities. On all days of the Term, the CITY shall furnish and have available at the Alamodome, all utilities required for the use of the Alamodome to present the Event. Decisions regarding the use of environmental controls, including temperature management, shall be at the sole discretion of the CITY taking into account reasonable fan expectations.

ARTICLE EIGHT

Parking

8.1 Parking. CITY reserves the right to operate and receive all income from parking operations for the Event.

8.2 LICENSEE Parking. LICENSEE shall have the right to use, without charge, the number of parking spaces identified in Paragraph 4.1(c) in the Alamodome Parking Lot A during the Event presented under this Agreement. If an Alamodome Event occurs during this period, LICENSEE shall vacate these spaces for the duration of such event, provided that LICENSEE

is given reasonable notice of such Alamodome Event and provided that such Alamodome Event does not coincide with a scheduled Practice Day or a Scrimmage Game. In the event LICENSEE must vacate the parking spaces herein, CITY shall provide LICENSEE additional parking spaces in alternate parking lots as mutually agreed upon by both Parties to this Agreement.

8.3 Public Parking on Event Days. The Alamodome parking lots will be available for public parking on all Event Days in accordance with CITY of San Antonio Code.

ARTICLE NINE

Stadium Personnel and Services

9.1 Event Staffing. CITY shall provide all personnel, including ticket takers, ushers, clean-up personnel, maintenance personnel, except for those specifically provided by Paragraph 5.1, and all other personnel reasonably necessary for the operation of the Alamodome for this Event. The number and type of such personnel shall be determined at the sole discretion of the CITY.

9.2 Additional Services Requested by LICENSEE. Upon timely request of the LICENSEE and approval of the Alamodome Director, the CITY shall provide reasonable additional services, equipment and/or supplies in support of the Event's activities. The LICENSEE shall reimburse the CITY for the actual cost incurred in providing such additional requested services and supplies that are not specifically identified in Paragraph 4.1.

ARTICLE TEN

Concession and Novelty Revenues

10.1 Concessions. The Alamodome Concessionaire reserves the right to operate and receive the income from concessions sold at the Event. Such concession shall include, but not be limited to, the dispensing or sale of food, drink, tobacco products and Alamodome souvenirs.

10.2 Novelties. LICENSEE shall have the right to sell official NFL-licensed novelty and souvenir items under the terms and conditions of Paragraph 5.2 (a). LICENSEE shall have the right to have a certain number of kiosks and stores inside and outside the Alamodome, as necessary, subject to the approval of the Director of the Alamodome, whose approval shall not be unreasonably withheld.

10.3 The City reserves the right to sell Alamodome novelties and souvenirs.

ARTICLE ELEVEN

Catering

11.1 Catered Events. LICENSEE agrees to hold one (1) meal per Practice Day at the Alamodome for a minimum of 110 persons. In no event will food, beverages, services or supplies be donated or traded out for these catered meals. Menus and pricing will be mutually

agreed to by LICENSEE and the exclusive Alamodome Caterer. LICENSEE acknowledges that CITY has previously granted a catering license to the Alamodome Caterer for the right to provide Catering Services in the Alamodome. LICENSEE shall use CITY's designated caterer in accordance with guidelines promulgated by CITY's Alamodome Director.

ARTICLE TWELVE

Insurance

12.1 Requirements. Prior to the time LICENSEE is entitled to any right of access or use of the Alamodome pursuant to the provisions hereof, LICENSEE shall furnish an original completed Certificate(s) of Insurance to the Alamodome Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage limits and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the CITY. The CITY shall have no duty to pay or perform under this License Agreement until such certificate shall have been delivered to the Alamodome Department and the City Clerk's Office, and no officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.

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

12.3 A LICENSEE's financial integrity is of interest to the CITY, therefore, subject to LICENSEE's right to maintain reasonable deductibles in such amounts as are approved by the CITY, LICENSEE shall obtain and maintain in full force and effect for the duration of this License 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 rated A- or better by A.M. Best Company and/or otherwise acceptable to the CITY, in the following types and amounts:

	<u>TYPE</u>	<u>AMOUNT</u>
1.	Workers' Compensation Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
2.	Commercial General (public) Liability Insurance 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
- *f. Explosion, collapse, underground
- g. Broad form property damage, to include fire legal liability

* If applicable

- 3. Business Automobile Liability Insurance with a combined single limit coverage of \$1,000,000.

For:

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

12.4 The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may make a reasonable request for 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). Upon such request by the CITY, the LICENSEE shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

12.5 LICENSEE agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

- Name the CITY and its officers, employees, volunteers and elected representatives as additional insured as respects operation and activities of, or on behalf of, the name insured performed under License Agreement with the CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.

12.6 LICENSEE shall notify the CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following address:

City of San Antonio
Alamodome Department
100 Montana Street
San Antonio, TX 78203

City of San Antonio
City Clerk's Office
PO Box 839966
San Antonio, TX 78283-3966

12.7 If LICENSEE fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and charge

said amount to LICENSEE; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have, and is not the exclusive remedy for failure of LICENSEE to maintain said insurance or secure such endorsement. In addition to any other remedies the 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, the 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.

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.

ARTICLE THIRTEEN

Indemnification

13.1 LICENSEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to LICENSEE's activities under this Agreement, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor 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 FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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.

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

ARTICLE FOURTEEN

Risk and Security

14.1 Risk and Security. LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of the LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon the CITY because of any such loss unless same is due to (i) the negligence of CITY or (ii) an intentional or willful tort committed by CITY as determined by a Court of Law. The LICENSEE shall be responsible for the security of any property brought onto the Alamodome grounds by the LICENSEE, its employees, players, agents, and/or its purveyors.

ARTICLE FIFTEEN

Staging, Sound and Lighting

Should staging, lighting and/or sound be required the following applicable provisions shall apply:

15.1 Staging. LICENSEE, at its own expense and liability, shall be responsible for the construction, installation, and removal of any staging and all stage-hand personnel required for the presentation of the Event. Installation and removal of such staging shall be coordinated with the Alamodome Director.

15.2 Sound Equipment. LICENSEE shall have the right to use the public address and sound system installed in the Alamodome by the CITY. The LICENSEE, at its own expense and liability, shall be responsible for any sound broadcasting equipment, other than said equipment installed by the CITY in the Alamodome, which the LICENSEE may desire or require for the presentation of the Event. The CITY will provide sound engineers to operate all Alamodome equipment.

15.3 Additional Lighting. LICENSEE, at its own expense and liability, shall be responsible for any lighting, other than the lighting which is permanently installed in the Alamodome, which the LICENSEE may desire or require for the presentation of the Event.

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

ARTICLE SIXTEEN

Alamodome Video Wall System and Scoreboard

16.1 LICENSEE Use. At the LICENSEE's option, the Alamodome Video Wall System and Scoreboard shall be made available for LICENSEE's use during the Event. The hours of usage for said equipment shall be at the sole discretion of the CITY.

16.2 LICENSEE Costs. If the LICENSEE elects to use the Alamodome Video Wall System and Scoreboard, LICENSEE shall reimburse the CITY for the cost of System operators.

16.3 Video Rights. The CITY, or its designee, shall have the right to videotape and take photographs of the Event. Videotape and photographs taken by the CITY, or its designee, shall remain property of the CITY. CITY agrees not to use any such materials for commercial purposes. Any use of images of the Dallas Cowboys Football Club, Ltd., or any of its players, coaches or personnel, shall require a minimum of ten (10) days written notice to LICENSEE and is subject to the consent of LICENSEE, which shall not be unreasonably withheld. LICENSEE shall have the right to videotape or otherwise record any Dallas Cowboys-related activities at the Alamodome and shall own such footage and have the right to use such recordings in any manner it desires.

ARTICLE SEVENTEEN

Communications

17.1 LICENSEE Use. At the sole expense of LICENSEE, the Alamodome Communication System shall be made available for LICENSEE's use during the Event. LICENSEE may not use any other communication system or services.

ARTICLE EIGHTEEN

Copyrighted Material

18.1 Copyrighted Usage. Subject to Paragraph 16.3, 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 this Agreement complies with United States and any other applicable copyright law.

18.2 Indemnification. Subject to Paragraph 16.3, LICENSEE agrees to indemnify and defend at its own expense City of San Antonio, their officials, agents and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a result of the use by LICENSEE or its designee of copyrighted materials in the Alamodome during the Term of this Agreement.

ARTICLE NINETEEN

Advertising

19.1 Rights. To protect the advertising rights of the CITY and its advertisers, only the following methods of promotion and commercial advertising by the LICENSEE and any Event sponsors on the Alamodome premises shall be permitted:

- a. Advertising in Event programs or in other similar Event materials.
- b. 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 Alamodome Director 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.

- c. Event sponsor identification (including banners, temporary panels, and other types of promotional items and displays) and visual acknowledgment during the Event. The type, location, installation, and removal of sponsor identification must receive prior approval from the Alamodome Director, which shall not be unreasonably withheld.
- d. It is the understanding of the Parties hereto that only LICENSEE shall sell temporary advertising for any events held under this Agreement. CITY shall have the exclusive right to sell permanent advertising, which shall mean advertising that is required by agreement to be in place for at least one (1) year. None of CITY's advertisers shall have exclusivity within the Alamodome, except for the non-alcoholic beverage advertisers at the Alamodome, whose exclusive rights are set forth below. After the date of execution of this Agreement, any permanent advertising agreements entered into by CITY with advertisers that are not at that time advertising in the Alamodome, in the following categories, shall allow for CITY to cover any advertisements that conflict with LICENSEE's temporary advertisements within or outside the Alamodome during any events held under this Agreement and CITY agrees to cover such advertisements: automotive, beer, water, soda, banking, telecommunications, energy and pizza. LICENSEE shall reimburse CITY for the cost to cover such signs.

19.2 Exclusive Rights. CITY and LICENSEE agree that at all times during the Event, the non-alcoholic beverage advertisers at the Alamodome (the "Advertisers"), if any are in place during the Term of this Agreement, shall have the following exclusive rights:

- a. the exclusive non-alcoholic beverage pouring rights for the Alamodome and all parking lots, walkways, driveways and plaza areas included within the Alamodome complex, but not including those areas and parking lots as described in Paragraph 19.2(b) and Paragraph 19.4 below; and

19.3 Exceptions. No exceptions to the above methods of promotion and commercial advertising shall be permitted during the Term without prior approval of the 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.

19.4 Notwithstanding anything to the contrary set forth herein, upon written permission from the CITY, LICENSEE may display temporary signs, banners and advertisements containing indicia or logos for Pepsi, Dr. Pepper or Deja Blue. Non-alcoholic beverage products that compete with the Advertisers, as set forth in Paragraph 19.2, may not be sold, distributed or dispensed in any manner on the Alamodome premises during the Term of this Agreement, except these products may be offered free of charge to invitees of LICENSEE and personnel of LICENSEE in designated VIP areas and may be offered to the public as free samples in accordance with Paragraph 4.2(e).

ARTICLE TWENTY

LICENSEE Property

20.1 No Removal Policy. LICENSEE shall be responsible for removing from the Alamodome at a reasonable time agreed to in advance by the Parties, all property, goods, and effects belonging to the LICENSEE and its employees, or caused by it to be brought upon the Alamodome premises for any event conducted under this Agreement. If such property is not removed within the above-stated time, the CITY shall have the right to remove and/or store such property, goods, and effects at the LICENSEE's expense. LICENSEE assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of the LICENSEE and its employees, and exhibitors incurred during any removal and/or storage activities by the CITY.

ARTICLE TWENTY-ONE

Restrictions

21.1 Restrictions. The following restrictions shall apply to all Events throughout the Term of this Agreement:

Specifically, LICENSEE shall not be allowed to display or sell the following:

- Any items that if released, will rise into the air without any external force being applied (e.g. helium inflated balloons);
- Live animals, not including animals which may be required to assist an individual for health or disability purposes (e.g. "seeing eye" dog) as required by the Americans with Disabilities Act ("ADA") or uses of live animals mutually agreed by the Parties, and insects unless properly and sanitarly kept and maintained in a cage; PROVIDED, no animals or insects that pose a potential threat to public safety and health will be allowed (see note);
- Food and drink products that can be consumed on the Alamodome premises; except as provided in Paragraph 19.4 herein;
- Raffles or games of chance that do not meet the requirements of City of San Antonio Code;
- Distribution of flyers, pamphlets, handbills or any type of adhesive stickers on seating areas in the Alamodome.
- Any other item that the City, in its reasonable discretion, deems improper for display at the Event.

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

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

ARTICLE TWENTY-TWO

Broadcasting

22.1 Transmission via Communications System. All broadcasts of any Event held under this Agreement, in any manner LICNESS deems necessary, shall be transmitted via the Communication System/Services. No other means of broadcast shall be allowed.

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

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

22.4 Restrictions on Transmission of Sound. CITY shall not permit the transmission of a live sound feed of the performance into restrooms, executive suites, concession areas or any other portion of the Alamodome, without the appropriate consent.

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

ARTICLE TWENTY-THREE

Termination

23.1 If CITY receives a letter of intent from an NFL Franchise to negotiate for that Franchise to play its regular season games in the City of San Antonio, City shall immediately notify LICENSEE. If such notice is received 120 days prior to the first day of any Training Camp held under this Agreement, CITY may, through such notice, terminate this Agreement.

23.2 To the extent the costs in Paragraph 5.1(o) become prohibitive, LICENSEE may terminate this Agreement, upon 120 days notice, effective for the next Training Camp scheduled to be held under this Agreement.

ARTICLE TWENTY- FOUR

Miscellaneous

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

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

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

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

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

If to the City:

Michael Abington
Director
Alamodome
San Antonio, TX 78203
100 Montana Street
(210)207-3663

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

If to the Licensee:

John Hickman
Director of Sales and Marketing
Cowboys Center
One Cowboys Parkway
Irving, TX, 75063-4999
(972)556-9365

With a copy to:
General Counsel
Cowboys Center
One Cowboys Parkway
Irving, TX 75063-4999

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

24.6 Nondiscrimination. LICENSEE agrees to comply with all applicable Federal, State, and County laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, creed, sex, national origin, marital status or the presence of any sensory, mental, or physical handicap.

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

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

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

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

24.11 Entire Agreement. This Agreement constitutes the entire Agreement between the CITY and the LICENSEE and may not be altered, amended, or modified except by an instrument in writing signed by the Parties hereto with the same formality as this Agreement.

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

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

24.14 Alamodome Tours. CITY reserves the right to conduct or permit tours of the Alamodome on the days of the Events, excluding any Scrimmage Games and Closed Practices Sessions, without prior consent of the LICENSEE.

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

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

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

- a. Utilize the provided system or supply one of its own;
- b. Advertise the availability of the assistive listening devices through the use of on site signs, brochures and/or distributed promotional materials; and
- c. Maintain an audio feed to the system.

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

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

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

24.19 Assignments. Neither Party shall assign or transfer its interest in this Agreement without the written consent of the other Party. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

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

CITY OF SAN ANTONIO

DALLAS COWBOYS FOOTBALL CLUB, LTD.

By: 
Michael Abington
Alamodome Director, authorized signator for the City of San Antonio

By: 
Name: _____
Title: _____

Attest: _____

Attest: _____

Attachment A

- 1) The Training Camp Kick-off Event
- 2) The Cheerleader Clinic
- 3) The Training Camp Practice Sessions
- 4) The Scrimmage Game between the Dallas Cowboys and another NFL Team (when applicable)
- 5) All other activities as agreed upon by the City and Licensee

