

AN ORDINANCE 2012-04-05-0238

AUTHORIZING A THREE-YEAR HOSTING OBLIGATION AGREEMENT, WITH ONE TWO-YEAR RENEWAL OPTION, WITH TI LIVE EVENTS INC. TO HOST THE PEOPLE EN ESPAÑOL FESTIVAL; APPROPRIATING PAYMENT OF \$500,000.00 FROM THE HOTEL OCCUPANCY TAX FUND AS A HOSTING OBLIGATION; AND AUTHORIZING CORRESPONDING LICENSE AGREEMENTS FOR THE ALAMODOME AND THE HENRY B. GONZALEZ CONVENTION CENTER.

* * * * *

WHEREAS, People En Español Festival (“Event”) is a 2-day/2-night premier celebration of Hispanic culture, community and entertainment and is anticipated to have an attendance of 40,000 at the initial Event, growing to an estimated annual attendance of over 70,000, and generating over 11,000 annual hotel room nights; and

WHEREAS, to ensure the success of the Event, the City and TI Live Events Inc. have agreed to enter a three-year Hosting Obligation Agreement, with a two-year renewal option, and corresponding License Agreements for use of the Alamodome and Henry B. Gonzalez Convention Center (“Convention Center”); **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Hosting Obligation Agreement with TI Live Events Inc. are authorized and approved. The City Manager or her designee is authorized to execute the Agreement. A copy of the Agreement, previously executed by TI Live Events Inc., is attached to this Ordinance as **Exhibit I**.

SECTION 2. The terms and conditions of the License Agreement for the Alamodome for the Event are authorized and approved. The Director of Convention and Sports Facilities is authorized to execute the Agreement. A copy of the Agreement, previously executed by TI Live Events Inc., is attached to the Hosting Obligation Agreement.

SECTION 3. The terms and conditions of the License Agreement for the Convention Center for the Event are authorized and approved. The Director of Convention and Sports Facilities is authorized to execute the Agreement. A copy of the Agreement, previously executed by TI Live Events Inc., is attached to the Hosting Obligation Agreement.

SECTION 4. Funding in the amount of \$500,000.00 for this Ordinance is available in Fund 29006000, Cost Center 8002070002, General Ledger 5201040, as part of the Fiscal Year 2012 Budget. Payments for future fiscal year services are contingent upon the availability of funds from the City’s operating budget.

SECTION 5. Payment not to exceed the budgeted amount is authorized and shall be encumbered with a purchase order.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 5th day of April, 2012.



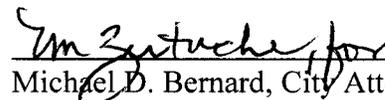
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

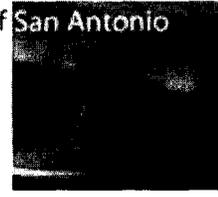


Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 4

Name:	4						
Date:	04/05/2012						
Time:	10:02:42 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a three-year Hosting Obligation Agreement, with one two-year renewal option, with TI Live Events Inc. to host the People en Español Festival; appropriating payment of \$500,000.00 from the Hotel Occupancy Tax Fund as a hosting obligation; and authorizing corresponding License Agreements for the Alamodome and the Henry B. Gonzalez Convention Center. [Ed Belmares, Assistant City Manager; Casandra Matej, Director, Convention & Visitors Bureau]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

EXHIBIT I

**HOSTING OBLIGATION AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
TI LIVE EVENTS INC.**

This Hosting Obligation Agreement ("Agreement") is entered into and executed by and between the City of San Antonio, a Texas Municipal Corporation ("CITY"), acting by and through its City Manager, pursuant to Ordinance No. 2012-____-____-____, passed and approved on _____, 2012, and TI Live Events Inc., a Delaware corporation ("Agency") ("AGENCY"), acting by and through its Vice President Richard Schexnider, and witness their Agreement as follows:

I. APPOINTMENT

1.1 The Director of the CITY'S Convention and Visitors Bureau ("CVB"), or her designee, shall administer this Agreement for CITY. Under this Agreement, AGENCY shall hold the People En Español Festival ("Events") at the Alamodome and Henry B. Gonzalez Convention Center ("Convention Center") in the years 2012-2014, with an option to extend this Agreement to cover the Events in years 2015 and 2016. The Events shall be held on the following dates:

Tuesday August 28¹ - September 4, 2012
Tuesday, August 27 – September 3, 2013²
Tuesday, August 26 – September 2, 2014

Two-Year Option

Tuesday, September 1 – September 8, 2015, if applicable
Tuesday, August 30 – September 6, 2016, if applicable

II. TERM OF AGREEMENT

2.1 The term of this Agreement shall commence upon final execution and end on December 31, 2014, unless terminated sooner under this Agreement. This Agreement may be extended for one additional two-year period, until December 31, 2016, by the written mutual agreement of the Parties on or before September 30, 2014, and subject to City of San Antonio City Council ("City Council") approval. Funding for the Events in years 2013-2016 is subject to future budgetary appropriation by City Council. If funds are not appropriated, this Agreement shall automatically terminate upon CITY providing written notice to AGENCY under the provisions of Article IX. On or before each of September 30th of each of 2012, 2013, 2014 and 2015 as the case may be, CITY must notify AGENCY in writing whether sufficient funds for CITY to remit the Fees have been appropriated by the City Council for the succeeding year's Event ("Funding Notice"). If CITY does not provide AGENCY with the Funding Notice by September of each of 2012, 2013, 2014 and 2015, or notifies AGENCY in such Funding Notice

¹ The Henry B. Gonzalez Convention Center will not be available until Wednesday, August 29, 2012. The License Agreement for the Henry B. Gonzalez Convention Center reflects this date.

² The Henry B. Gonzalez Convention Center will only be available until Monday, September 2, 2013.

that the Fees are less than those contemplated in Article IV below, AGENCY may, but is not obligated to, terminate this Agreement immediately upon providing written notice to CITY no later than October 31, 2012, October 31, 2013, October 31, 2014, and October 31, 2015 as the case may be.

III. DUTIES OF AGENCY

3.1 AGENCY agrees to hold the Events at the Alamodome and Convention Center for the term of this Agreement and to enter license agreements for these facilities.

3.2 AGENCY shall use its best business efforts to secure Arena and or Stadium level (A-list) Talent to headline the public ticketed concerts in the Alamodome.

3.3 AGENCY agrees to procure and produce advertising, which shall include, but not be limited to, radio, television, print, social and outdoor advertising and all costs associated with creative, placement, production, trafficking, etc.

3.4 AGENCY agrees to procure and produce a San Antonio hotel room night audit and an economic impact study, to include attendee intercept surveys, for each year's Events and to submit such documents to CITY no later than November 13 of each year succeeding the Events of this Agreement. Final Event Passkey reports shall suffice for hotel room night audit reports. AGENCY shall consult CITY on an appropriate vendor for economic impact study results.

3.5 AGENCY agrees to procure and provide all Events days operations, including staffing, talent, and provide the following advertising and marketing services every year of this Agreement; provided, however, the quantity and timing of all such media will be determined by AGENCY but must in each case include CITY's CVB logo:

- a) International Print: AGENCY shall provide international print media in publications such as Quien, In Style Mexico and Vuelo promoting the Events to tourists in Mexico.
- b) Regional Radio: AGENCY shall promote the Events through radio advertisements in all cities with heavy Hispanic populations within the state of Texas and bordering states.
- c) Local Radio: AGENCY shall advertise the Events on local radio on networks such as Univision Radio, SBS, Clear Channel, Border Media, Radio Unica, Texas Public Radio, Pandora and in-store radio at local retailers.
- d) Television: AGENCY shall advertise the Events through a national television campaign, including running promotional spots on networks such as Univision, Telemundo, HBO Latino, CNN/CNN en Español, HLN, TNT/TBS, Fox Mundo, Music Choice and local cable affiliates (including Time Warner Cable).
- e) Email blasts: At a minimum, AGENCY shall send e-mail blasts to the following (subject to AGENCY's privacy policies): AGENCY's database of magazine subscribers, newsletter subscribers, fans on Facebook,

followers on Twitter, Festival Channel on PeopleEnEspañol.com and to national Latino fraternities and sororities, churches and other promotional partners.

- f) Festival Channel Ad Placement: AGENCY shall provide CITY with the prominent placement on Event Channel homepage and logo placement on every page of the Festival Channel with direct links to CITY's CVB sites.
- g) PESP Festival Logo Placement: AGENCY shall publish CITY's CVB logo on all PESP marketing materials that include references to official Event sponsors and provide CITY with the ability to purchase advertising units.
- h) Out of Home Promotion Pieces: AGENCY shall publish CITY's CVB logo on all promotional pieces that include references to official Event sponsors for display at freeway stations, transit stations, malls and airports.
- i) :30 Second Commercials on National Television: AGENCY shall mention "San Antonio" in every national television advertisement for the Events.
- j) Full Page Ad and Activation Points in Daily Guide: All 50,000 of the printed programs (or other quantities of formats to be determined by AGENCY) to be distributed at the Events shall contain a full-page CITY advertisement, CITY Sponsors' Activity Descriptions and a letter from the Mayor's Office. The art and layout for the City advertisement will be provided by CITY at its expense in such format as AGENCY may reasonably require and shall be subject to the standard terms and conditions of AGENCY's rate card and AGENCY's prior approval, which approval not to unreasonably withheld, condition or denied.
- k) Tickets: AGENCY shall provide CITY with a total of 466 (total of 233 for each night) Event tickets every year of this Agreement in the following total ticket distributions: 150 Floor seats, 16 tickets for a Suite, 100 Plaza level seats, 100 Club level seats and 100 Upper level seats.
- l) VIP Access: Agency shall provide CITY with VIP access for 25 people each year of this Agreement and CITY's invitees shall have the opportunity to meet with various Event performers.
- m) Sponsor Welcome Reception: AGENCY shall provide CITY with a minimum of 10 invitations for every 100 guests allowed to attend the Festival Influencer Summit each year of this Agreement.
- m) Welcome Reception: CITY's CVB logo and branding will be visible throughout all AGENCY Events that include references to official Event sponsors held under this Agreement.
- o) Convention Center Main Stage Message: CITY's Mayor or the Mayor's designee shall address the audience at the main stage of the Convention Center free-to-the-public series during each day of the Events held under this Agreement.

- p) Sponsor Panel Discussion/Main Stage Segment: CITY programming and content shall be included on the Convention Center main stage and the Mayor or another designated CITY representative may participate in a discussion on various topics.
- q) Green Room Sponsorship: CITY shall have the opportunity to brand one green room (to be fulfilled and funded by CITY).
- r) Display Booth: AGENCY shall ensure placement of a 40 X 40 booth located at the Convention Center for use by the CITY's CVB during Events. The booth will be manned by staff of CITY's CVB.
- s) Dedicated Team Member: AGENCY shall assign a specific staff member to CITY and such staff member shall assist the CITY in activation of the Display Booth at the Henry B. Gonzalez Convention Center.
- t) Agency Press Conference: AGENCY shall host a press conference each year of this Agreement and shall be responsible for all associated costs. CITY shall coordinate attendance by CITY officials with AGENCY.
- u) Broadcast Partner Coverage: In the event AGENCY secures a broadcast partner for any Event under this Agreement, AGENCY shall use reasonable business efforts to obtain CITY airtime of one minute for every hour of coverage.

IV. CITY OBLIGATIONS

4.1 In consideration of the services set forth in Article III, CITY shall pay the following:

- a) Settlement: Unless specifically provided for to the contrary, all funds due will be paid forty-five (45) days after the last date of each Event ("Settlement").
- b) Sponsorship Fee: CITY shall pay AGENCY a sponsorship fee ("Fee") based on the performance of the Events during each year of this Agreement, as follows:

Sliding Scale Sponsorship Commitment	
Total Paid Attendance³	Sponsorship
> 50,000	\$ 350,000.00
46,000 – 49,999	\$ 300,000.00
38,000 – 45,999	\$ 250,000.00
30,000 – 37,999	\$ 200,000.00
< 30,000	\$ 150,000.00

³ It is the understanding of the parties that all tickets included in sponsorship packages shall be counted in total paid attendance.

Sliding Scale Sponsorship Commitment	
Total Room Nights	Sponsorship
> 7,000	\$ 150,000.00
5,000 – 6,999	\$ 130,000.00
3,000 – 4,999	\$ 115,000.00
1,000 – 2,999	\$ 100,000.00
< 1000	\$ - 0 -

The Sponsorship Fee will be paid by CITY at Settlement each year of this Agreement.

- c) Ground Transportation Allowance: CITY shall reimburse up to \$10,000.00 of AGENCY's ground transportation cost associated with the Events each year of this Agreement. AGENCY shall provide CITY with invoices for such costs within 10 business days⁴ of the last Event held each year of this Agreement and CITY shall pay all CITY-approved invoices at Settlement. Ground transportation shall be coordinated through the CVB or such other agency as mutually agreed.

4.2 Housing Services: CITY will provide housing services utilizing Passkey for the Event attendees with no charge to AGENCY. This will allow Event attendees to select from multiple hotels through one site and AGENCY will have 24 hour access to Passkey tracking reports.

4.3 Additionally, in exchange for the services provided in Article III, CITY shall provide the following:

- a) Print and Media Buy:
- 1) CITY shall spend \$260,000.00 with Time, Inc. and/or its publishing affiliates during each year of this Agreement (consistent with its 2011 investment). It is understood that CITY may make such purchases through its advertising agency of record, currently Proof Advertising.
 - 2) CITY shall spend \$120,000.00 for four paid national pages in People En Español during each year of this Agreement.
- b) Other Sponsorships: CITY shall provide the following:

⁴ "business day" shall mean any day other than (1) a Saturday, a Sunday or (2) a day on which the payment system of the Federal Reserve System is not operational, or (3) a day on which banking institutions are required or authorized to remain closed in Bexar County, Texas.

- i. Discounted guest room rates at 3 to 4 star hotels in the Riverwalk area, for example Makara, Omni La Mansion, Grand Hyatt or Hyatt Regency, for twenty-five of AGENCY's sponsors (dates determined by AGENCY and subject to hotel availability).
 - ii. At its cost, CITY shall provide a City tour and be responsible for hosting two group meal functions for up to a total of 25 people (dates to be mutually determined).
 - iii. CITY shall sponsor the Mayor's Event Welcome Reception, to which AGENCY may invite up to 100 people. CITY may, at its own discretion, find a sponsor for the Mayor's Reception that does not compete with AGENCY or AGENCY's official Event sponsors. All of these Other Sponsorship activities shall be coordinated through the CVB.
- c) Facilities: CITY shall provide the Alamodome and Convention Center to AGENCY for use for the Events during each year of this Agreement under the terms and provisions of the separate license agreements for each facility. Both license agreements are attached to this Agreement as Exhibits I and II, respectively.
- d) Hotels: CITY CVB shall make available to AGENCY a minimum of 5,000 in-peak rooms at participating hotels designated by CVB ("Participating Hotels") in the downtown central business district of the City of San Antonio for a period of two nights for attendees of the Event (the "Room Block"). AGENCY shall contract (each, a "Hotel Contract") directly with each of the Participating Hotels on such terms as rates, concessions, rate cut-off dates, cancellation policies, etc. The Request for Proposal to be sent out by CITY to each prospective Participating Hotel shall indicate that AGENCY is seeking the following: (i) Participating Hotels offering reasonable nightly rates as designated by the Participating Hotel consistent with San Antonio rates and economic values; (ii) to contract (each, a "Hotel Contract") directly with each of the Participating Hotels on such terms as rates, concessions, rate cut-off dates, cancellation policies, etc.; and (iii) each Participating Hotel shall agree to pay AGENCY 15 percent of the gross (net of taxes) room charges paid for rooms reserved in the Room Block ("Hotel Commission").
- e) Marketing: For each year of this Agreement, CVB Communications Department will offer their assistance in working with the local community and media to promote the Events. CITY shall integrate promotion of the Events in its existing events calendar and website and work directly with its local partners, including the San Antonio Hotel Lodging Association and the Paseo del Rio Association. CITY shall provide \$150,000.00 (net value) in promotions of the Events through CITY's diverse and targeted marketing actions during each year of this Agreement.
- f) Volunteers: CITY shall provide 500 hours of staff who are trained to provide the following types of assistance: room monitoring, registration, clerical, visitor information, data entry and cash handling. CITY shall assist AGENCY in securing local volunteers.

- g) Airline Partnership Assistance: CITY shall assist AGENCY in developing airline alliances by providing introductions to partner brands such as Aero Mexico, InterJet and Southwest.
- h) Privately Controlled Property Vending Program: The CITY shall not issue any permits to third-parties to vend Event-related merchandise under the Privately Controlled Property Vending Program. Said program is attached to this Agreement as Exhibit III.
- i) CITY agrees to provide AGENCY date protection from competing Latin Festivals and or public ticketed events in the city-owned facilities for 14 days prior to the first scheduled show day and 14 days following the last scheduled show day. For the purposes of this Agreement, a competing Latin Festival/Concert shall be defined as one in which the primary theme and majority of exhibits are for the display of products and services for the Latin consumer market.

V. REPORTS AND TRADEMARKS

5.1 Reports: AGENCY shall submit written reports to the CITY, upon request, detailing accomplishments and work in progress related to this Agreement.

5.2 Trademarks:

a) AGENCY hereby grants to CITY a limited, non-transferrable, non-exclusive, royalty-free license to use the PEOPLE EN ESPAÑOL FESTIVAL trademarks, logos and designs (collectively, the "Event Marks"), solely in connection with the CITY's obligations pursuant to this Agreement and the advertising and promotion of the Events, subject to AGENCY's prior written approval which shall not be unreasonably withheld, conditioned or delayed. CITY acknowledges and is familiar with the high standards of content, quality, style and image of the Event Marks, and CITY shall at all times use the Event Marks in a manner which is consistent therewith. CITY acknowledges that all rights accruing from CITY's use of the Event Marks shall inure to the benefit of AGENCY. CITY's license to use the Event Marks shall cease immediately at the expiration or termination of this Agreement.

b) CITY hereby grants to AGENCY a limited, non-transferrable, non-exclusive, royalty-free license to use the CITY trademarks ("CITY Marks") solely in connection with the advertising, sponsorship, merchandising and promotion of the Event, subject to CITY's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. AGENCY acknowledges that all rights accruing from use of the CITY Marks shall inure to the benefit of CITY. AGENCY acknowledges and is familiar with the high standards of quality, style and image of the CITY Marks, and AGENCY shall at all times use the CITY Marks in a manner which is consistent therewith. AGENCY's right to use the CITY Marks shall cease at upon expiration or termination of this Agreement.

c) Except as expressly provided herein, no right, title, property, license, permission or interest of any kind in or to the use of the Event Marks,

the CITY Marks, or of any trademark, trade name, color combination, insignia or device owned or used by a party is or is intended to be given or transferred to or acquired by virtue of the execution, performance or non-performance of this Agreement or any part thereof. Each Party agrees that it shall in no way contest or deny the validity of, or the right or title of the other Party to such trademark, trade name, color combination, copyright, insignia or device, by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so during the Term of this Agreement and/or thereafter.

VI. EXAMINATION OF AGENCY RECORDS

6.1 All contracts, correspondence, books, accounts, and other information relating directly revenues derived from the AGENCY'S performance of its obligations for the CITY under this Agreement, or to the expenses incurred on the CITY'S behalf, shall be open to inspection and examination at the offices of the AGENCY by an authorized certified public accountant of CITY, or another representative, during the AGENCY'S regular business hours such manner as not to interfere with AGENCY'S normal business activities in order to verify statements rendered to CITY hereunder. Such authorized representative shall not be compensated on a contingency basis nor shall the fee be determined based on findings. In compliance with record retention rules, AGENCY shall maintain all records associated with this Agreement for a period of four years from the date of termination of this Agreement. A true copy of the portion of all reports made by CITY's accountant relevant to any claim by CITY of underpayment by AGENCY shall be delivered to AGENCY at the same time CITY provides its claim of underpayment to AGENCY. If it is determined that such underpayment is twenty percent (20%) or more of the amounts owed to CITY or if the examination or audit is made because of AGENCY's failure to pay any amounts when due hereunder, then AGENCY shall bear all reasonable expenses related to such examination or audit by CITY (or its representative). In no event shall an audit with respect to any statement commence later than twenty-four (24) months from the date of dispatch to CITY of such statement nor shall any audit continue for longer than a reasonable period of time

VII. INDEMNIFICATION

7.1 **AGENCY covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF AGENCY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, OFFICERS OR EMPLOYEES. IN THE EVENT AGENCY AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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.

AGENCY shall use commercially reasonable efforts to advise CITY in writing within 24 hours of any claim or demand against CITY or AGENCY known to AGENCY related to or arising out of AGENCY'S activities under this Agreement.

7.2 Defense Counsel – AGENCY shall have the right to select defense counsel in fulfilling its obligation hereunder to defend and indemnify CITY, shall consult with CITY prior to final selection and shall work with CITY to ensure that any defense counsel to be retained has no conflict with CITY, unless such conflict is waived by CITY in writing. AGENCY shall retain CITY defense counsel within seven business days of CITY'S written notice that CITY is invoking its right to indemnification under this Agreement. If AGENCY fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and AGENCY 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.

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

VIII. TERMINATION

8.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II or earlier termination pursuant to any of the provisions of this Agreement. This Article VIII. Termination shall also apply to Exhibits I and II and shall be incorporated into those Exhibits in its entirety (This Agreement together with Exhibits I and II shall collectively be "Events Agreements.")

8.2 **Termination Without Cause.** This Agreement may be terminated by either party without cause by providing by written notice on or before each of January 31st of each of 2012, 2013, 2014 and 2015, which notice shall be provided in accordance with Article IX; but not withstanding the forgoing, if the then prior Event had at least 40,000 tickets sold, this Agreement cannot be cancelled without cause and this Section 8.2 will not apply for the then upcoming Event.

8.3 **Termination For Cause.** Upon written notice, which notice shall be provided in accordance with Article IX, CITY may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as required by this Agreement.

8.4 **Defaults With Opportunity for Cure.** Should AGENCY or CITY default in the performance of this Agreement in a manner stated in this section 8.4 below, same shall be

considered an event of default. AGENCY or CITY, as the case may be, shall deliver written notice of said default specifying such matter(s) in default. AGENCY or CITY, as the case may be, shall have 15 business days after receipt of the written notice, in accordance with Article IX, to cure such default. If AGENCY or CITY, as the case may be, fails to cure the default within such 15-day cure period, the non-defaulting party shall have the right, without further notice, to terminate this Agreement in whole or in part as the non-defaulting party deems appropriate. Such elements of default are:

8.4.1 As to AGENCY, bankruptcy or selling substantially all of AGENCY's assets;

8.4.2 As to AGENCY or CITY, failing to perform or failing to comply with any provision of this Agreement or any other agreement between the parties.

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

8.6 Automatic Termination. Upon the termination of this Agreement by either party, all other Events Agreements shall automatically terminate.

8.7 Regardless of how this Agreement is terminated, AGENCY shall affect an orderly transfer to CITY or to such person(s) or firm(s) as CITY may designate, at no additional cost to CITY, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by AGENCY, or provided to AGENCY, hereunder, regardless of storage medium, if so requested by CITY, or shall otherwise be retained by AGENCY in accordance with Article VI. Any record transfer shall be completed within 30 business days of a written request by CITY and shall be completed at AGENCY's sole cost and expense. Payment of compensation due or to become due to AGENCY is conditioned upon delivery of all such documents, if requested. Provided, however, notwithstanding the forgoing, the CITY shall have no right to, and shall destroy all media in its possession, containing the EVENT Marks and AGENCY shall have no right to, and shall destroy all media in its possession containing CITY Marks..

8.8 Within 45 business days of the effective date of completion, or termination or expiration of this Agreement, AGENCY shall submit to CITY its claims, in detail, for the monies owed by CITY for services performed under this Agreement through the effective date of termination. Failure by AGENCY to submit its claims within said 45 business days shall negate any liability on the part of CITY and constitute a **Waiver** by AGENCY of any and all right or claims to collect moneys that AGENCY may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

8.9 Upon the effective date of expiration or termination of this Agreement, AGENCY shall cease all operations of work being performed by AGENCY pursuant to this Agreement.

8.10 Termination not sole remedy. In no event shall CITY's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue AGENCY for any default hereunder or other action.

8.11 Force Majeure. No Party shall be considered in default of this Agreement, or be liable for damages therefore, for any failure of performance hereunder occasioned by an act of God, force of nature, war or warlike activity, terrorism or threat of terrorism (or security measures related thereto), insurrection or civil commotion, strike or other labor dispute, transportation delay, governmental regulatory action (whether or not with proper authority) or other cause similar or dissimilar to the foregoing which is beyond its reasonable control, provided the Party so affected gives prompt notice to the other Party.

IX. CONFIDENTIALITY

9.1 Each Party agrees to keep confidential and not to disclose, any confidential information of the other Party including, but not limited to, the terms of this Agreement, sales information, marketing information and promotion and strategic plans ("Confidential Information") discussed or disclosed in the course of performing this Agreement. These restrictions shall not apply to Confidential Information that the receiving Party is required to disclose by judicial order, law, rule, regulation or regulatory authority (including the regulations of any exchange upon which a Party or a Party's parent stock is traded), provided the receiving Party provides the disclosing Party with ample notice of such legal requirement to afford the disclosing Party with an opportunity to seek a protective order or such other relief. Confidential Information shall not include information that (a) is or becomes part of the public domain by means other than by actions or inactions taken by the receiving Party or on its behalf; (b) has been independently developed by the receiving Party or an affiliate of such Party without reference to or reliance upon any Confidential Information provided to the receiving Party by or on behalf of the disclosing Party; (c) has been rightfully received by the receiving Party from sources other than the disclosing Party without breach of an obligation of confidentiality; or (d) that the disclosing Party has authorized the receiving Party to disclose pursuant to a writing signed by a duly authorized representative of the disclosing Party.

X. NOTICE

10.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three calendar days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for CITY, to:

City of San Antonio
Attn: Casandra Matej, Executive Director
San Antonio Convention and Visitors Bureau
203 S. St. Mary's Street, Suite 200
San Antonio, Texas 78205

If intended for AGENCY, to:

TI Live Events Inc.
1271 Avenue of the Americas
New York, New York 10022
Attn: Richard Schexnider, Vice President

With copies to:

People En Español,
a division of Time Inc.
Attn: Monique Manso
1271 Avenue of the Americas
New York, New York 10020

Time Inc.
1271 Avenue of the Americas
New York, New York 10020
Attn: General Counsel

XI. POLITICAL ACTIVITIES

11.1 No funds provided from or through CITY shall be contributed to or used for, in whole or in part, the conduct of political activities or for the benefit of any candidate for elective public office, partisan or non-partisan, nor shall the personnel involved in the administration of any CITY funded activity be required by AGENCY to work for or on behalf of any partisan or non-partisan political activity or candidate. AGENCY shall be restricted from using the funds provided by the CITY for campaigning or other political purposes.

XII. CONFLICT OF INTEREST

12.1 AGENCY certifies (and this Agreement is made on reliance thereon) that this Agreement does not violate Section 2-43 of the City Code of the City of San Antonio.

XIII. COMPLIANCE WITH LAWS

13.1 AGENCY agrees to comply with all applicable federal, state and local laws in the performance of its duties and services under this Agreement.

XIV. NON-DISCRIMINATION

14.1 Discrimination on account of race, color, sex, age, religion, handicap or national origin, directly or indirectly, in employment or contracting practices or in the use of Agreement funds is strictly prohibited.

XV. ASSIGNMENT

15.1 This Agreement is personal to AGENCY. AGENCY shall not assign this Agreement without the prior written consent of CITY, subject to the approval of City Council; provided, however, AGENCY may assign this agreement to its parent company or affiliate with prior written notice to CITY and any such assignment shall not require such approval. "Affiliate" shall mean any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with AGENCY.

XVI. AMENDMENTS

16.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the parties hereto. Any amendment lengthening the term or increasing the total value of the

funding to be provided by CITY shall require authorization by the passage of an ordinance by the City Council.

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, BUT BOTH OF WHICH TOGETHER SHALL CONSTITUTE ONE INSTRUMENT, THIS THE _____ DAY OF _____, 2012.

CITY OF SAN ANTONIO

TI LIVE EVENTS, INC.

Sheryl L. Sculley



Richard Schexnider

City Manager

Vice President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit I: Alamodome License Agreement

Exhibit II: Convention Center License Agreement

Exhibit III: City's Privately Controlled Property Vending Program

EXHIBIT I
Alamodome License Agreement

SAN ANTONIO

CONVENTION, SPORTS, AND ENTERTAINMENT FACILITIES

Alamodome Convention Center Illusions Theater Lila Cockrell Theatre

ALAMODOME LICENSE AGREEMENT

People en Español Festival 2012, 2013, 2014, 2015, & 2016

Tuesday, August 28 - September 4, 2012
Tuesday, August 27 - September 3, 2013
Tuesday, August 26 - September 2, 2014

Two-Year Option

Tuesday, September 1 - September 8, 2015, if applicable
Tuesday, August 30 - September 6, 2016, if applicable

THIS AGREEMENT, dated this _____ day of _____, 2012, by and between City of San Antonio, Texas, a municipal corporation of the State of Texas, acting by and through its General Manager of the Alamodome/Convention, Sports, and Entertainment Facilities, or his/her designee, hereinafter called "CITY" and TI Live Events Inc., a Delaware corporation, hereinafter called "LICENSEE", located at 1271 Sixth Avenue New York, NY 10020, to set forth the agreements, covenants and provisions set forth herein.

WITNESSETH:

Recitals

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

WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use the Alamodome for presentation of the **People en Español Festival 2012, 2013, 2014, 2015, & 2016** and all related activities.

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

ARTICLE ONE

Definitions

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

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

1.1 Alamodome means the multi-purpose domed stadium, located in San Antonio, Texas, providing approximately 160,000 square feet of gross floor space, seating for approximately 65,000 people, and the northeast, southeast and south parking lots, operated by CITY and situated at 100 Montana Street. Areas reserved to others are excluded; specifically the Alamodome Executive Suites, certain Club Seats, Administration Offices, and such other areas as are reserved by third parties under contract with CITY, a list of such third party reserved areas shall be provided to LICENSEE at least one hundred and eighty (180) days prior to the first Use Day of the Term, and which will not interfere with the conduct of the Event in the Alamodome and are not for the conduct of any event open to the public.

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

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

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

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

1.6 CITY means the City of San Antonio, Texas, a municipal corporation of the State of Texas, acting by and through its General Manager of the Alamodome/Convention, Sports, and Entertainment Facilities, or his/her designee.

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

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

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

1.10 Event means the **People en Español Festival 2012, 2013, 2014, 2015, & 2016** and its related activities.

1.11 Event Settlement Statement means a statement, to be transmitted by CITY to LICENSEE, setting forth the total License fee and additional services cost to be paid by LICENSEE to CITY under the terms of this Agreement. A preliminary Settlement Statement will be provided to LICENSEE: (i) not less than five (5) days before each Event; within five (5) days after each Event; and (ii) not less than five (5) days before Settlement.

1.12 Facility Access Fee means a \$.50 fee which shall be added to the price of each event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket

distributor, regardless of whether such ticket is sold at full value, or discounted, in accordance with authority granted by City Council Ordinance No. 78728 adopted on September 15, 1993.

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

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

1.15 LICENSEE means TI Live Events Inc., a Delaware corporation.

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

1.17 Settlement or Event Settlement, unless specifically provided for to the contrary, means forty-five (45) days after the last date of each Event.

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

1.19 Ticket Sales means gross revenues derived from paid attendance to the Event during the Term of the Agreement less any applicable taxes. CITY shall provide itemized listings of the taxes it remits on behalf of LICENSEE in the Event Settlement Statement, which will be provided to LICENSEE at the time of Settlement.

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

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

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

ARTICLE TWO

Scope

2.1 Scope of Event. The Event shall be the **People en Español Festival 2012, 2013, 2014, 2015, & 2016** and shall include all the related activities. Prior to the Event, LICENSEE shall provide to CITY a complete Scope of the Event, which shall be subject to approval by CITY. It is understood by LICENSEE that the Event shall include only the activities set forth in the Scope of Event and any changes must receive the prior written approval of the Alamodome. If changes to Scope of Event are made by LICENSEE without prior Alamodome approval, CITY, at its option, shall have the right to terminate this Agreement. The Scope of Event for 2012 is attached as Exhibit A and is approved by CITY.

2.2 Scope of Use. The following areas will be used for the purpose of the **People en Español Festival 2012, 2013, 2014, 2015, & 2016: Alamodome Floor, South Floor, Modified North Arena, North Plaza Exterior, South Club Eyebrow, Sports Club, Top of the Dome, locker rooms, green room, and Parking Lots A, B, & C, meeting rooms, loading docks, storage rooms, and dressing rooms. Fourteen (14) suites shall be used during the event at no charge.** Notwithstanding the forgoing, during the Event other than on Saturday or Sunday, breakdown of prior events occurring before Saturday or set up of future activities occurring after

Sunday may take place so long as such activity does not in any material manner interfere with the set up, tear down, or conduct of the Event.

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

ARTICLE THREE

Term

3.1 Term, Use Days, Ingress/Egress Days. The Term of this Agreement shall be a three (3) year Agreement with a two (2) year option, subject to the mutual written consent of the parties. The Term, Use Days, and Ingress/Egress Days for shall commence at 6:00 a.m., and conclude at 11:59 p.m., in accordance to the annual schedule shown below:

<u>Year</u>	<u>Begin</u>	<u>End</u>
2012	Tuesday, August 28, 2012	Monday, September 3, 2012
2013	Tuesday, August 27, 2013	Monday, September 2, 2013
2014	Tuesday, August 26, 2014	Monday, September 1, 2014

Two Year Option

2015	Tuesday, September 1, 2015	Monday, September 7, 2015
2016	Tuesday, August 30, 2016	Monday, September 5, 2016

3.2 Event Day(s). Event days shall be in accordance to the annual schedule shown below:

<u>Year</u>	<u>Begin</u>	<u>End</u>
2012	Saturday, September 1, 2012	Sunday, September 2, 2012
2013	Saturday, August 31, 2013	Sunday, September 1, 2013
2014	Saturday, August 30, 2014	Sunday, August 31, 2014

Two Year Option

2015	Saturday, September 5, 2015	Sunday, September 6, 2015
2016	Saturday, September 3, 2016	Sunday, September 4, 2016

3.3 No other events will be held in the Alamodome on Saturday or Sunday at the time of any Event; and no events will otherwise be held in the Alamodome during any of the Event dates set forth in this Agreement which significantly disrupt set up or tear down for the Event.

ARTICLE FOUR

Payment

4.1 Amount of Payment.

(a) Building License Payment. In consideration for the license to use the Alamodome as provided in this Agreement, LICENSEE'S Building License Payment shall be **\$130,000 and at the conclusion of the Event, CITY agrees to credit at Settlement the \$130,000 Building License Payment at Event Settlement to the LICENSEE.** Services provided in Building License Payment, reasonably necessary for the operation of the Alamodome for this Event, include: **rent, utilities, staffing based on 20,000-30,000 people per day, event setup and in-house Alamodome equipment.**

(b) Other Services. Services not included in the \$130,000 Building License Payment include, but shall not be limited to, **overnight security, San Antonio Fire Marshals, San Antonio Police Officers, stagehands, catering, insurance, LED video wall system operators, production sound equipment, telecommunication systems and services, and other equipment and services requested by LICENSEE as listed on attached Alamodome rate sheets and not provided in Paragraph 4.1(a).** LICENSEE shall be responsible for payment of these services as required for the presentation of the Event.

(c) Facility Access Fee. LICENSEE shall reimburse CITY the sum of the **Facility Access Fee (\$50) multiplied by the number of event tickets sold at Event Settlement**, which amount CITY shall use to defray the cost of providing traffic safety and control for LICENSEE'S Event. LICENSEE, through the Alamodome Box Office, shall be fully responsible for assessment and collection of the Facility Access Fee.

(d) Renewal and Improvement Fee. LICENSEE shall reimburse CITY the **sum of the Renewal and Improvement Fee (\$50) multiplied by the number of event tickets sold at Event Settlement**, which amount CITY shall use in order to fund facility improvements and to help offset, increased operational and maintenance costs. LICENSEE, through the Alamodome Box office, shall be fully responsible for assessment and collection of the Renewal and Improvement Fee.

(e) Ticketing Surcharge Fee. **The sum of two-dollar (\$2) Ticketing Surcharge Fee shall be multiplied by the number of event tickets sold for the Festival Event at the Alamodome, and accounted for at Event Settlement. CITY shall rebate one-dollar (\$1) less taxes from the Surcharge Fee to the LICENSEE at Event Settlement.**

4.2 Time of Payments.

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

(b) Security Deposit. *Intentionally left blank.*

(c) Additional Deposit Payments. *Intentionally left blank.*

ARTICLE FIVE

Event Announcement, Ticketing and Credential Program

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

5.2.1 Ticketing.

(a) Box Office. LICENSEE must contact Box Office Manager prior to making any arrangements for ticket sales and services. It is agreed that LICENSEE shall use CITY'S Box Office for printing, manifesting and distributing all admission tickets for the Event through the Ticketmaster system. 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. CITY shall have the right to make refunds of admissions where, in the sole discretion of CITY, circumstances warrant it. Any such

refunds made shall be considered as unsold tickets when making settlement of monies 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) Credit Card Ticket Charges. **LICENSEE shall pay CITY 3% of the gross monies derived from tickets sold by credit cards at the Alamodome Box Office only.**

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

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

(e) **Prior to the agreed upon date of sale, CITY shall hold a number of tickets mutually agreed upon by CITY and LICENSEE for LICENSEE's use.**

(f) Event Settlement Support: All revenue and expense related to each Event shall be reviewed and approved by the CITY and preliminarily approved by LICENSEE no later than 10 days business days¹ after that Event. Final approval by LICENSEE shall be subject of review and audit after the Event and final approval will be provided by LICENSEE at Settlement with such changes as LICENSEE may reasonably request. Net proceeds, i.e. revenue for ticket sales less facility fees, sales tax, rent, staffing, service fees, catering, credits, etc, shall be disbursed to LICENSEE as follows:

- (1) **Within 3 to 5 business days after each Event, fifty percent (50.0%) of gross ticket sales will be transmitted to LICENSEE by wire transfer as LICENSEE may direct to CITY in writing; and**
- (2) **The balance will be funded at Settlement.**

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

ARTICLE SIX

Utilities

6.1 Utilities. On all Use days of the Term, CITY shall furnish and have available at the Alamodome, all utilities required for the use of the Alamodome to present the Event. Upon completion of the Event, CITY shall have the right to turn off the house lights and HVAC and switch to emergency lights only.

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

¹ "business day" shall mean any day other than (1) a Saturday, a Sunday or (2) a day on which the payment system of the Federal Reserve System is not operational, or (3) a day on which banking institutions are required or authorized to remain closed in Bexar County, Texas.

ARTICLE SEVENParking

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

7.2 LICENSEE Parking on Use Day. LICENSEE shall have the right to use, without charge, 50 parking passes per day in the Alamodome parking lot A during the Event presented under this Agreement.

7.3 Public Parking on Event Days. The Alamodome parking lots will be available for public parking on all Event days in accordance with the City Code of San Antonio. Public parking rates are \$10 per standard vehicle and \$25 per bus and/or 15-passenger van. The Alamodome does not allow in and out parking privileges.

ARTICLE EIGHTStadium Personnel and Services

8.1 Event Staffing.

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

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

LICENSEE shall be credited for this payment at Event Settlement.

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

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

ARTICLE NINEConcession and Novelty Revenues

9.1 Concessions. The Alamodome Concessionaire reserves the right to operate and receive its percentage of the income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and beverages.

9.2 Novelties. LICENSEE agrees to pay CITY at Settlement 20% of gross sales less taxes for merchandise. LICENSEE also agrees to pay CITY at Settlement 10% less taxes for DVD and CD sales. LICENSEE shall provide sellers for this Event. If CITY provides sellers, LICENSEE shall pay CITY at Settlement an additional 5% commission to the merchandise fee. LICENSEE is responsible for contracting with the merchandise production company. CITY and LICENSEE shall fully cooperate with one another in determining the number, placement, and size of the merchandise booths in the Alamodome, as well as addressing issues and/or answering queries raised by Event artists, management, and/or other third parties.

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

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

ARTICLE TEN

Catering

10.1 Catered Events. LICENSEE and CITY agree to enforce and inform all participants including guests, sponsors, and volunteers that outside food and beverages including ice chests shall not be allowed inside/outside nor delivered to the Alamodome on Event Days, which also applies to LICENSEE and all vendors hired by LICENSEE to provide services prior to each Event Day door opening and during Event Days in progress. 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, and Entertainment 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.

Based on a minimum of \$20,000 in catering sales, CITY shall at Settlement credit a minimum of \$2,500 to the LICENSEE. If the invoice exceeds \$20,000, CITY shall credit LICENSEE 15% of the final catering invoice at Event Settlement.

ARTICLE ELEVEN

Staging, Lighting, Sound

11.1 Staging. At LICENSEE'S option, a standard 60' x 40' concert quality stage shall be made available for LICENSEE'S use during the Event. Also, at LICENSEE'S option, 4x8 stage risers shall be made available for LICENSEE'S use during the Event.

11.2 Staging Costs. The use of the stage and risers are included in the Building License Payment. LICENSEE, at its own expense and liability, shall be responsible for the construction, installation, and removal of any additional staging and all stagehand personnel required

for the presentation of the Event. Procurement, installation and removal of such additional staging shall be coordinated with the General Manager of the Alamodome/Convention, Sports, and Entertainment Facilities.

11.3 Sound Equipment. **The use of the in-house sound equipment is included in the Building License Payment.**

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

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

ARTICLE TWELVE

Alamodome Stadium Video Wall System and Scoreboard

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

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

12.3 Video Rights. Provided LICENSEE obtains such Video and Photograph rights, CITY, or its designee, shall have the right to videotape and take photographs of the Event. Videotape and photographs taken by CITY, or its designee, shall remain property of CITY and used for operational or facility promotional purposes only, except that LICENSEE may have access to CITY Video and Photographs for its promotional purposes; provided, however, after the term of this Agreement, CITY may not use and material containing any PEOPLE EN ESPAÑOL FESTIVAL trademarks, logos and/or designs other than to denote the historical fact that an Event took place in the Alamodome. As between the parties, CITY shall be solely responsible for obtaining any necessary third party rights in connection with CITY's use of such videotapes and photographs

12.4 Filming Privileges. **CITY agrees to grant LICENSEE filming privileges provided that the Alamodome is listed throughout with beauty shots and venue logos.**

ARTICLE THIRTEEN

Communications

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

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

ARTICLE FOURTEENDamages, Risk and Security

14.1 Damages. If the Alamodome premises, or any portion thereof, including any of its fixtures, furniture or furnishings, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE'S agents, employees, subcontractors, vendors, patrons, guests, or any person admitted to the Alamodome premises by LICENSEE (not the CITY or its employees, representative, contractors or agents), LICENSEE will pay to CITY, upon demand, such sum as shall be necessary to restore the Alamodome premises to its present condition, reasonable wear and tear excepted. The General Manager of the Alamodome/Convention, Sports, and Entertainment Facilities shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of this Agreement, LICENSEE is to be held responsible. CITY reserves the right to withhold from final settlement an amount sufficient to cover all or part of such damages.

14.2 Risk and Security. LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon CITY because of any such loss unless same is due to any negligence by CITY or its employees, representatives, contractors or agents. LICENSEE shall be responsible for the provision of security during the term of this Agreement for any property brought onto the Alamodome grounds by LICENSEE, its employees, and/or its purveyors.

ARTICLE FIFTEENCopyrighted Material

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

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

ARTICLE SIXTEENAdvertising

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

- (a) Display of products and services by exhibitors in connection with trade or consumer shows or business conventions.
- (b) Advertising in Event programs, on Event tickets, or in other similar Event materials.
- (c) If the Event is broadcast, the broadcast station can display one (1) temporary identification banner. If additional banners are to be displayed, a proposed display plan

will be presented to the Assistant Director of the Alamodome/Convention, Sports, and Entertainment Facilities for approval prior to the Event. The type, location, installation, and removal of banner(s) must receive prior CITY approval. In any event, all temporary advertising is subject to the non-alcoholic advertising restrictions in Section 16.2, below.

(d) LICENSEE shall have the right throughout each of the Events to display banners in the inner bowl and stadium concourse and private meeting areas of the Alamodome, and to run displays on LED signage inside the Alamodome for LICENSEE, Event advertisers and Event sponsors. LICENSEE Event advertiser and Event sponsor identification shall include but not be limited to, banners, temporary panels, stage signage, video/LED screens, and other types of promotional items and displays and visual acknowledgment during the Event. **On the Saturday and Sunday of each Event, LICENSEE, at its own expense, will be granted the right to display one or more banners on the exterior of the Alamodome and beginning on the Tuesday of each Event may display one 40'x40' exterior window decal facing Highway 281 South. The type, content, location, installation, and removal of LICENSEE Event advertiser and Event sponsor identification must receive prior approval from the Assistant Director of the Alamodome/Convention, Sports, and Entertainment Facilities, which approval shall not be unreasonably withheld, conditioned and/or delayed.**

(e) All advertising by LICENSEE provided for under this Agreement shall comply with Exhibits B and C.

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

(a) the exclusive non-alcoholic beverage pouring rights for the Alamodome and all parking lots south of Montana Street, walkways, driveways and plaza areas included within the Alamodome complex; provided, however, nothing herein will prohibit Event sponsors from displaying promotional banners within the Alamodome for beverages at each Event, subject to the provisions of Section 16.1 and Exhibit B; and

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

16.3 Marketing Support. CITY shall provide the following marketing support:

- (a) List of Event on the marquee, ribbon boards, and concourse monitor at least thirty (30) days prior to the first Use Day of the Term;
- (b) Send two e-blasts from its database of over 90,000 people;
- (c) Utilize its website and social media channels to promote the Event; and
- (d) LICENSEE shall be given the opportunity to utilize six (6) column wrap in a high traffic area. LICENSEE shall be responsible for the production costs of the wraps.

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

ARTICLE SEVENTEEN

LICENSEE Property

17.1 No Removal Policy. LICENSEE shall be responsible for removing from the Alamodome on or before 11:59 p.m. on the last Use day of the Event during the Term, all property,

goods, and effects belonging to LICENSEE and its employees, or caused by it to be brought upon the Alamodome premises for the Event. If such property is not removed within the above-stated time, CITY shall have the right to remove and/or store such property, goods, and effects at LICENSEE'S expense. LICENSEE assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of LICENSEE and its employees, and exhibitors incurred during any removal and/or storage activities by CITY.

ARTICLE EIGHTEEN

Restrictions

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

Specifically, LICENSEE shall not be allowed the following:

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

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

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

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

ARTICLE NINETEEN

Broadcasting

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

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

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

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

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

ARTICLE TWENTY

Insurance

20.1 **Prior to the commencement of any work under this Agreement, LICENSEE shall furnish, thirty (30) days prior to the 1st ingress day of the Event unless cleared in writing by the Convention, Sports, & Entertainment General Manager, copies of all required endorsements and an original completed Certificate(s) of Insurance, which shall be clearly labeled "People en Español Festival" for 2012, 2013, 2014, 2015, and 2016 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 and Entertainment Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.**

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

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

	<u>TYPE</u>	<u>AMOUNT</u>
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
 - f. Broad form property damage, to include fire legal liability
3. Business Automobile Liability Insurance with combined single limit coverage for bodily injury and property damage of \$1,000,000.

For:

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

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

City of San Antonio
Attn: Convention, Sports and Entertainment Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

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

20.6 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, LICENSEE shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend LICENSEE'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

20.7 In addition to any other remedies CITY may have upon LICENSEE'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order LICENSEE to stop work hereunder, and/or withhold any

payment(s) which become due to LICENSEE hereunder until LICENSEE demonstrates compliance with the requirements hereof.

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

20.9 It is agreed that LICENSEE'S insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

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

ARTICLE TWENTY-ONE

INDEMNIFICATION

21.1 LICENSEE covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, OFFICERS OR EMPLOYEES. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

21.2 The provisions of this 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.

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

21.4 Defense Counsel. LICENSEE shall have the right to select defense counsel in fulfilling its obligation hereunder to defend and indemnify CITY, shall consult with CITY prior to final selection and shall work with CITY to ensure that any defense counsel to be retained has no conflict with CITY, unless such conflict is waived by CITY in writing. LICENSEE shall retain CITY defense counsel within seven business days of CITY'S written notice that CITY is invoking its right to indemnification under this Agreement. If LICENSEE fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and LICENSEE shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

21.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of LICENSEE, any subcontractor, anyone directly or indirectly

employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for LICENSEE or any subcontractor under worker's compensation or other employee benefit acts.

ARTICLE TWENTY-TWO

Miscellaneous

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

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

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

22.4 Impossibility.

(a) No Party shall be considered in default of this Agreement, or be liable for damages therefore, for any failure of performance hereunder occasioned by an act of God, force of nature, war or warlike activity, terrorism or threat of terrorism (or security measures related thereto), insurrection or civil commotion, strike or other labor dispute, transportation delay, governmental regulatory action (whether or not with proper authority) or other cause similar or dissimilar to the foregoing which is beyond its reasonable control, provided the Party so affected gives prompt notice to the other Party.

(b) If the *LICENSED PREMISES* 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 Agreement making it inadvisable, illegal, or impossible to provide the facility or hold the meeting then this Agreement shall terminate.

(c) In such an event as set forth in Sections 22.4 (a) or (b), neither party shall be liable or responsible to the other 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.

22.5 Books, Records, and Inspections. All contracts, correspondence, books, accounts, and other information relating directly revenues derived from the LICENSEE'S performance of its obligations for the CITY under this Agreement, or to the expenses incurred on the CITY'S behalf, shall be open to inspection and examination at the offices of the LICENSEE by an authorized certified public accountant of CITY, or another representative, during the LICENSEE'S regular business hours such manner as not to interfere with LICENSEE'S normal business activities in order to verify statements rendered to CITY hereunder. Such authorized representative shall not be compensated on a contingency basis nor shall the fee be determined based on findings. In compliance with record retention rules, LICENSEE shall maintain all records associated with this Agreement for a period of four years from the date of termination of this Agreement. A true copy of the portion of all reports made by CITY'S accountant relevant to any claim by CITY of underpayment by LICENSEE shall be delivered to LICENSEE at the same time CITY provides its claim of

underpayment to LICENSEE. If it is determined that such underpayment is twenty percent (20%) or more of the amounts owed to CITY or if the examination or audit is made because of LICENSEE's failure to pay any amounts when due hereunder, then LICENSEE shall bear all reasonable expenses related to such examination or audit by CITY (or its representative). In no event shall an audit with respect to any statement commence later than twenty-four (24) months from the date of dispatch to CITY of such statement nor shall any audit continue for longer than a reasonable period of time.

22.6 Confidentiality. Each Party agrees to keep confidential and not to disclose, any confidential information of the other Party including, but not limited to, the terms of this Agreement, sales information, marketing information and promotion and strategic plans ("Confidential Information") discussed or disclosed in the course of performing this Agreement. These restrictions shall not apply to Confidential Information that the receiving Party is required to disclose by judicial order, law, rule, regulation or regulatory authority (including the regulations of any exchange upon which a Party or a Party's parent stock is traded), provided the receiving Party provides the disclosing Party with ample notice of such legal requirement to afford the disclosing Party with an opportunity to seek a protective order or such other relief. Confidential Information shall not include information that (a) is or becomes part of the public domain by means other than by actions or inactions taken by the receiving Party or on its behalf; (b) has been independently developed by the receiving Party or an affiliate of such Party without reference to or reliance upon any Confidential Information provided to the receiving Party by or on behalf of the disclosing Party; (c) has been rightfully received by the receiving Party from sources other than the disclosing Party without breach of an obligation of confidentiality; or (d) that the disclosing Party has authorized the receiving Party to disclose pursuant to a writing signed by a duly authorized representative of the disclosing Party.

22.7 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:

Marc A. Solis
 General Manager
 Alamodome/Convention, Sports, &
 Entertainment Facilities
 100 Montana Street
 San Antonio, TX 78203
 (210) 207-3663

If to the Licensee:

TI Live Events, Inc.
 1271 Avenue of the Americas
 Attn: Richard Schexnider
 Vice President
 New York, NY 10020
 (212) 522-1212 Office
 (212) 921-5173 Fax

With a copy to:

City Clerk
 City of San Antonio
 P.O. Box 839966
 San Antonio, TX 78283-3966

With a copy to:

Publisher
 People in Español
 1271 Avenue of the Americas
 New York, New York 10020
 monique_manso@timeinc.com

Time Inc.

1271 Avenue of the Americas
 New York, NY 10020
 Attn: General Counsel

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.

22.8 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.

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

22.10 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.

22.11 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.

22.12 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.

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

- HOSTING OBLIGATION AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND TI LIVE EVENTS INC.
- SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CONVENTION FACILITIES

22.14 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto. Any amendment lengthening the term or increasing the total value of the funding to be provided by CITY shall require authorization by the passage of an ordinance by the City Council.

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

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

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

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

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

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

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

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

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

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

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

22.23 Assignments. This Agreement is personal to LICENSEE. LICENSEE shall not assign this Agreement without the prior written consent of CITY, subject to the approval of City Council; provided, however, LICENSEE may assign this agreement to its parent company or affiliate with prior written notice to CITY and any such assignment shall not require such approval. "Affiliate" shall mean any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with LICENSEE.

22.24 Suites. LICENSEE shall have the option to use fourteen (14) Suites for the duration of the People en Español Festival 2012, 2013, 2014, 2015, & 2016 at no charge. LICENSEE may sell these Suites or provide them to its sponsors and LICENSEE shall retain all funds associated with such Suite sales. Alamodome catering services are available in all suites by the Alamodome's exclusive caterer upon LICENSEE'S expense and request. CITY shall use four (4) Suites in a prime location and LICENSEE agrees to furnish to CITY tickets

to People en Español Festival 2012, 2013, 2014, 2015, & 2016 for those four (4) Suites at no cost to the CITY.

22.25 Date Protection. CITY agrees to provide LICENSEE date protection from competing Latin festivals and/or public ticketed events in the Alamodome for fourteen (14) days prior to the first scheduled show day and fourteen (14) days following the last scheduled show day. For purposes of this Agreement, a competing Latin Festival/Concert shall be defined as one in which the primary theme and majority of the exhibits are for the display of products and services for the Latin consumer market.

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

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

ARTICLE TWENTY-THREE

Termination

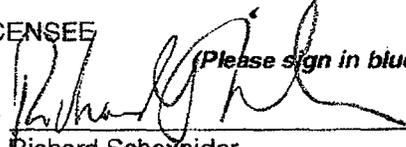
23.1 Article VIII of the Hosting Obligation Agreement entered into between CITY and LICENSEE shall govern this Agreement and shall be incorporated herein as if set forth in full.

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

CITY OF SAN ANTONIO

By: _____
Marc A. Solis
General Manager
Alamodome/Convention, Sports, and
Entertainment Facilities

Date: _____
Attest: _____

LICENSEE
By:  (Please sign in blue ink)
Richard Schexnider
Vice President
TI Live Events, Inc.

Date: 3-28-12
Attest: _____

(All rates are subject to change by CITY and Contract Labor. No additional surcharges exist for Personnel rates on Holiday dates.)

PERSONNEL RATES

AUDIO:

AV Tech. Setup*
 House Audio Operator*
 House Rigger Setup**
 House Rigger Setup/Show**
 House Lights Operator**
 Spot Operator**
 Spot Tech** (Necessary with spot rental)

HOURLY RATE:

\$35.00
 \$35.00
 \$40.00
 \$40.00
 \$35.00
 Quotes Available
 Quotes Available

AUDIO:

Audio Monitor Operator*
 Audio Technical Director*

DAILY RATE:

\$250.00
 \$300.00

EXTRA LABOR SERVICES:

Audio Production*
 Repair/Maintenance Of Client Equipment*
 (Does not include parts)
 1 hr minimum.*
 4 hr minimum.**

\$200.00
 \$100.00

BOX OFFICE:

Box Office Seller
 Box Office Supervisor
 Box Office Manager
 Box Office Sellers – Offsite
 Box Office Manager – Offsite
 Box Office Rental Fee (Per Day)
 Box Office Security Deposit

HOURLY RATE:

\$15.00
 \$16.00
 \$30.00
 \$17.00
 \$40.00
 \$500.00
 \$500.00

CONTRACT LABOR:

SA Police Department
 * 3 hour minimum

HOURLY RATE:

\$41.85 first hour
 \$34.85 thereafter

SA Police Department Supervisor
 *3 hour minimum

\$49.82 first hour
 \$42.82 thereafter

SA Fire Department
 Medical
 Ambulance
 T-Shirt Security
 Stagehands
 Electrical
 Deaf Interpreter

\$72.10 per hour
 \$18.25 per hour
 Quotes Available
 Quotes Available
 Quotes Available
 Quotes Available
 Quotes Available

PERSONNEL RATES

CONVERSION:

Conversion Crew
Conversion Crew Supervisor

HOURLY RATE:

\$15.00
\$17.00

EVENTS STAFF:

Usher
Usher Supervisor
Ticket Taker
Gate Captain
Floor Supervisor
Elevator Operator
PBX Operator
Wardrobe Attendant
Parking Attendant
Parking Attendant Supervisor
In House Security
Event Coordinator

HOURLY RATE:

\$14.50
\$16.00
\$14.50
\$16.00
\$17.50
\$14.50
\$14.50
\$14.50
\$14.50
\$16.50
\$16.00
\$20.00

HOUSEKEEPING:

Cleaning Attendant
Cleaning Supervisor

HOURLY RATE:

\$11.50
\$13.00

OPERATIONS:

Operations Staff
Operations Supervisor

HOURLY RATE:

\$15.00
\$17.00

TRADES:

HVAC Systems Operator
Head Turf Manager
Equipment Operator
Electrician
Plumber
Fork Lift Operator

HOURLY RATE:

\$25.00
\$25.00
\$25.00
\$28.00
\$25.00
\$25.00

VIDEO PRODUCTION:

Technical Director
Camera Operator
Cable Puller
Graphics Operator
Matrix Operator
Tape Operator
Video Engineer

DAILY RATE:

\$500.00
\$400.00
\$150.00
\$400.00
\$400.00
\$400.00
\$500.00

EQUIPMENT RENTAL

MICROPHONES / DIRECT BOXES:

Basic microphones w/cable & stand.

RATE:

\$25.00 each

Wireless microphone system.

\$75.00 each

Wireless Headset Microphone
(must include wireless system)

\$25.00 each

Direct Box

\$20.00 each

Compact Disc Player (Single Disc)

\$40.00 each

P.A. PACKAGES:

RATE:

Stadium system:

\$1,500.00

(To include: 16 EV horns center hung)

Arena system:

\$1,500.00

(To include: 3-way EV system hung around Jumbotron)

Small system

\$225.00 each

(To include: 8 channel powered mixer, 2ea. speakers
w/stands, 2ea. wired mics. w/stands and all cables)

Medium system

\$350.00 each

(To include: 8 channel powered mixer, 4ea. speakers
w/stands, 4ea. wired mics. w/stands and all cables)

Large System

\$500.00 each

(To include: 16 channel mixer, 2ea. large speakers,
2ea. floor monitors, 1ea. stereo amplifier, 6ea. wired
mics. w/stands and all cables)

16 channel mixer

\$120.00 each

P.A. PACKAGES:

RATE:

Active press box 16 channel (12M/4L)

\$60.00 each

Mini snake box and fan-out (50'-100' 6 or 12 Channels)

\$20.00 per event

Audio snake box and fan-out 100' (up to 24 Channels)

\$50.00 per event

EQUIPMENT RENTAL

AUDIO/RECORDING PATCH FEES:

Audio patch fee

RATE:

\$20.00 per patch

Com drop

\$10 per patch

ACCESSORIES:

Batteries

RATE:

\$1.00

CD's and cassettes

\$10.00

INTERCOM:

Wired intercom

RATE:

\$20.00 each

Wireless intercom

\$50.00 each

HOUSE EQUIPMENT:

Basketball Floor

RATE:

Quotes Available

Bike Rack

\$10.00 per unit/event

Camera Platform (includes installation)

\$250.00 per event

Chair Rental

\$0.60 per event

Chalkboard

\$25.00 per event

Chrome Stanchion

\$10.00 per event

Dry Erase Board

\$10.00 per event

Easel

\$10.00 per event

Extension Cord

\$25.00 per event

Sports Turf

Quotes Available

Forklift (6 Ton)

\$150.00 per day

Forklift (3 Ton)

\$100.00 per day

Ice Floor

Quotes Available

EQUIPMENT RENTAL

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

EQUIPMENT RENTAL

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

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

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

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

EQUIPMENT RENTAL

BROADCAST SUPPORT:

Camera Hookup – Triax
 ENG Hookup – 1 Video, 2 Audio
 Audio/Video Interconnectivity
 Fiber Connection to Transmission Carrier

RATE:

\$195.00 per day
 \$120.00 per day
 \$185.00 per day
 \$75.00 per day

AUDIO/VISUAL EQUIPMENT:

In- House Closed Circuit Monitors – Show Start To End
 Additional Closed Circuit Channel
 TV Cart Rental (Advance Rate)
 TV Cart Rental (Show Rate)
 9" Color Television
 25" Zenith Color Television (Advance Rate)
 25" Zenith Color Television (Show Rate)
 50" Zenith Color Television (Advance Rate)
 50" Zenith Color Television (Show Rate)
 VCR
 Fax Machine
 Beta Deck Rental
 Edit Suite Rental
 Bose Roommates Audio System

RATE:

\$600.00 per day
 \$100.00 per day
 \$15.00 per event
 \$25.00 per event
 \$50.00 per event
 \$75.00 per event
 \$75.00 per event
 \$350.00 per event
 \$400.00 per event
 \$55.00 per event
 \$75.00 per event
 \$150.00 per hour
 \$150.00 per hour
 \$45.00 per event

CATV/DMX SERVICES:

Cable Television (Advance Rate)
 Cable Television (Show Rate)
 DMX

RATE:

\$75.00 per event
 \$100.00 per event
 Quotes Available

Exhibit A

Scope of Event

People en Español's Festival is a nationwide celebration of Hispanic culture, entertainment and community. The multi-platform franchise culminates with a live event, providing Hispanic families one of a kind access to the culturally relevant content that continues to inspire them.

NATIONAL PROMOTION

- January 2012 – December 2012

EVENT TIMING

- Labor Day Weekend 2012 - September 1st & 2nd

LENGTH

- 2 Nights, 2 Days

LOCATION

- San Antonio, TX

VENUES

- Daytime : Henry B. Gonzalez Convention Center
- Evening : Alamodome

ADMITTANCE

- Free-to-public daytime events
- Ticketed/paid evening concert events

Exhibit B

Carbonated Beverage/Water Sponsor and Sampling Opportunities

SIGNAGE

- As Presenting Sponsor of Festival, Beverage Sponsor/PESP locked logo can be displayed within the following:
 - Main Stage & LED Video Wall (Pepsi signage will be covered)
 - Back of house areas – Green rooms, Super Lounges, private suites
 - Within entire public “bowl” area
 - Sections of seating

SAMPLING

- Beverage Sponsor's products can be served within the following areas:
 - Private areas and lounges (Skyline Lounge on club level)
 - Green rooms
 - Sponsored or private suites
- Products (any size) can be sampled upon patron exit only
- Couponing is permitted throughout venue

*Any additional branding requests can be submitted and will be subject to approval by venue contracts manager

Exhibit C

Liquor Sponsor Signage and Sampling Opportunities

SIGNAGE

- As an Official, Major or Presenting level sponsor of Festival, liquor sponsor logo can be displayed within the following:
 - Main Stage & LED Video Wall
 - Back of house areas – Green rooms, Super Lounges, private suites
 - Within entire public "bowl" area
 - Opportunity to brand sections of seating

SALES AND SAMPLING

- Liquor Sponsor's products can be served within the following :
 - Confined areas on floor of Alamodome (with strict enforcement at entrance/exit)
 - Club Level seating
 - Private lounges and VIP areas
 - Liquor sponsor or portfolio of brands can replace malt beverage, wine, and spirits currently served at venue
- Product purchase must be facilitated through Alamodome concessionaire
- Liquor served must comply with the Texas Alcohol and Beverage Commission
- Concessionaire reserves the right to stock bar with non-competitive liquor brands

*Any additional branding requests can be submitted and will be subject to approval by venue contracts manager



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

EVENT INFORMATION

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

EVENT TITLE: _____

DATE: _____

TIME: _____

DATE TICKETS GO ON SALE: _____

TICKET PRICES:

SPECIAL TICKET OFFERS AND/OR DISCOUNTS:

BRIEF DESCRIPTION OF EVENT:

LINK TO YOUR WEBSITE: _____

Contact name and number for internal use only:

_____ Phone _____

EXHIBIT II
Convention Center License Agreement

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

**Time Inc Live Events
1271 Avenue of Americans
New York, NY 10020**

**NO. 48306
FILE# E-13**

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 Facilities, ("*DIRECTOR*") and TI Live Events Inc., a Delaware corporation, 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 to a three-year term with one two-year renewal option subject to the mutual written consent of the parties.

These dates are inclusive of move in and move out dates.

Wednesday, August 29 - September 4, 2012
Tuesday, August 27 – September 2, 2013
Tuesday, August 26 – September 2, 2014

Tuesday, September 1 – September 8, 2015, if applicable
Tuesday, August 30 – September 6, 2016, if applicable

1.2 No other events will be held in the Henry B. Gonzalez Convention Center on Saturday or Sunday at the time of any Event; and no events will otherwise be held in the Henry B. Gonzalez Convention Center, Lonesome Dove Banquet Room or Lila Cockrell Theater during any of the Event dates set forth in this Agreement which significantly disrupt set up or tear down for the Event or access to the Convention Center by the public for Saturday or Sunday of the Event.

1.3 Settlement: Unless specifically provided for to the contrary, all funds due will be paid forty-five (45) days after the last date of each Event ("*Settlement*").

II. ADDITIONAL SERVICES

2.1 *LICENSEE* agrees to pay to *CITY* at *Settlement* 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 at *Settlement*.

2.2 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 all undisputed sums which may be due *CITY* for said additional services at Settlement.

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. Any such release must be in writing and signed by *LICENSEE*.

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*, including *CITY* will not permit any events in the Lila Cockrell Theater, Lonesome Dove Theater and/or Plaza Acequia facilities on Saturday or Sunday of any Event which will in any material manner interfere with public access to the Event. *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. Notwithstanding the forgoing, except in the case of emergency, no such construction or remodeling will be scheduled or conducted during any of the Event Dates.

4.2 The *LICENSED PREMISES* and equipment shall be used for the purpose of Annual People En Espanol Festival ("Event") 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 Section 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.** For the avoidance of doubt, the following shall be permissible:

- A. It is the understanding of the Parties that *LICENSEE* has reached a buyout agreement with *CITY*'s concessionaire and the following rights are granted based on that understanding. *LICENSEE* shall be able to sell its own Event merchandise (including artist and third party merchandise) (collectively, "Event Merchandise") at the *LICENSED PREMISES*. *LICENSEE* shall be responsible for the costs of providing merchandise booths, shipping and handling merchandise product and for selling such merchandise. *LICENSEE* shall hire, at its sole cost, all personnel required to sell such merchandise. *LICENSEE* shall retain all Event Merchandise revenue.

- B. *LICENSEE* will provide to *CITY* a list of all Licensee operated booths and/or displays at the time that it submits the final floor plan to *CITY*.
- C. Food and beverage sampling/distribution provided by *LICENSEE* is to remain in compliance with the standard 2-ounce food sample and 4-ounce non-alcoholic beverage sample established by *CITY*, and 2-ounce alcoholic beverage sample but in a manner in accordance with applicable State laws, and in accordance to terms outlined in Exhibit A & Exhibit B. The foods and beverages used for such sampling may be obtained by donation. *LICENSEE* will not be required to obtain such samples from the *CITY*'s concessionaire.

4.4 PERSONNEL AND EXCLUSIVE SERVICES. All Costs will be covered by *CITY*.

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 last day of the event each year of this Agreement. 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 excepting only to the extent arising out of the negligence by the *CITY*, its elected officials, officers or employees.

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* (not the *CITY* or its employees, representative, contractors or agents), *LICENSEE* will pay to *CITY*, upon demand, such sum as shall be necessary to restore said *LICENSED PREMISES* to its present condition, reasonable wear and tear excepted. *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 security at all times to the *LICENSED PREMISES* as directed by the San Antonio Police Department (Off Duty Employment Office). 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 July 30, 2012. *LICENSEE'S* failure to make such security arrangements may result in the termination of this *LICENSE*. *LICENSEE* shall be credited for this payment at Event settlement.

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. In the event of early termination of the Professional Services Agreement between the parties for the events, this Agreement shall automatically terminate and the *CITY* shall release all future dates.

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.

4.16 ADVERTISING. LICENSEE shall have the right to use the LED signs, monitors and banners inside and outside signage at the LICENSED PREMISES to advertise and promote the Event and the Event's partners and sponsors at no charge except for the labor to program the LED signs, if applicable (such rate as provided in ADDENDUM III), as further detailed in Exhibits A and B. No Advertising Commission shall be assessed by the CITY. LICENSEE shall have the right at no additional cost to enter into agreements for the granting of motion picture, radio, film, television, streaming, or other recording, transmission and/or distribution rights in connection with the stage of any activities at the LICENSED PREMISES. No parties will be allowed to film content, trademarks, or any areas where the Event takes place without LICENSEE's prior written consent, which may be withheld in its discretion.

V. INDEMNITY

5.1 LICENSEE covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, OFFICERS OR EMPLOYEES. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

5.2 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.

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

5.4 Defense Counsel. LICENSEE shall have the right to select defense counsel in fulfilling its obligation hereunder to defend and indemnify CITY, shall consult with CITY prior to final selection and shall work with CITY to ensure that any defense counsel to be retained has no conflict with CITY, unless such conflict is waived by CITY in writing. LICENSEE shall retain CITY defense counsel within seven business days¹ 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.

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

VI. INSURANCE REQUIREMENTS

6.1 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 Facilities Department, which shall be clearly labeled with the legal name of event 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. The 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 the CITY. The CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the CITY's Convention Facilities Department. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.

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

¹ "business day" shall mean any day other than (1) a Saturday, a Sunday or (2) a day on which the payment system of the Federal Reserve System is not operational, or (3) a day on which banking institutions are required or authorized to remain closed in Bexar County, Texas.

6.3 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 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	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000 / \$500,000 / \$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

6.4 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, 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 and Entertainment Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the *CITY*, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the *CITY*, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the *CITY* is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the *CITY*.
- Provide thirty (30) calendar days advance written notice directly to *CITY* of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

6.7 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.

6.8 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.

6.9 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, the State of Texas, or any of the ordinances of *CITY* including, but not limited to, license requirements of *CITY* such as the itinerant vendors license required by Chapter 16, Article VI, of the City Code of the City of San Antonio, applicable to persons operating a temporary or transient business for selling and delivering goods, wares or merchandise in *CITY*, and issued through the office of the City Treasurer (210) 207-8667. 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) 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. NON-DISCRIMINATION

10.1 *LICENSEE*, its agents, and employees agree not to discriminate on account of race, color, religion, national origin, gender, or handicapped condition in the use of or admission to the *LICENSED PREMISES*.

XI. PERFORMANCE QUALITY

11.1 *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.

XII. ABANDONED ITEMS

12.1 *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.

XIII. TERMS USED

13.1 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.

XIV. TERMINATION

14.1 Article VIII of the Hosting Obligation Agreement entered into between *CITY* and *LICENSEE* shall govern this Agreement and shall be incorporated herein as if set forth in full.

XV. NO WAIVER

15.1 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.

XVI. IMPOSSIBILITY OF PERFORMANCE

16.1 No Party shall be considered in default of this Agreement, or be liable for damages therefore, for any failure of performance hereunder occasioned by an act of God, force of nature, war or warlike activity, terrorism or threat of terrorism (or security measures related thereto), insurrection or civil commotion, strike or other labor dispute, transportation delay, governmental regulatory action (whether or not with proper authority) or other cause similar or dissimilar to the foregoing which is beyond its reasonable control, provided the Party so affected gives prompt notice to the other Parties.

16.2 If the *LICENSED PREMISES* 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 Agreement making it inadvisable, illegal, or impossible to provide the facility or hold the meeting then this Agreement shall terminate.

16.3 In such an event as set forth in Sections 16.1 or 16.2, neither party shall be liable or responsible to the other 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*.

16.4 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*.

XVII. SEVERABILITY

17.1 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.

XVIII. NOTICES

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

XIX. HEADINGS

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

XX. ASSIGNMENT

20.1 This Agreement is personal to *LICENSEE*. *LICENSEE* shall not assign this Agreement without the prior written consent of *CITY*, subject to the approval of City Council; provided, however, *LICENSEE* may assign this agreement to its parent company or affiliate with prior written notice to *CITY* and any such assignment shall not require such approval. "Affiliate" shall mean any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with *LICENSEE*.

XXI. TEXAS LAW TO APPLY

21.1 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.

XXII. ENTIRE AGREEMENT

22.1 This *LICENSE* and addendum, and the agreements listed below, 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.

- HOSTING OBLIGATION AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND TI LIVE EVENTS INC.
- ALAMODOME LICENSE AGREEMENT.

22.2 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. Any amendment lengthening the term or increasing the total value of the funding to be provided by *CITY* shall require authorization by the passage of an ordinance by the City Council.

XXIII. AUTHORIZED AGENT

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

XXIV. ASSISTED LISTENING DEVICES

24.1 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.

24.2 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.

XXV. RECYCLING PROGRAMS

25.1 The Convention 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.

XXVI. TICKETING

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

XXVII. COMPETING EVENTS/DATE PROTECTION

27.1 The City agrees to provide *LICENSEE* date protection from competing Latin Festivals and or public ticketed events in City –Owned facilities for 14 days prior to the first scheduled show day and 14 days following the last scheduled show day. For purposes of the Agreement, a competing Latin Festival/Concert shall be defined as one in which the primary

theme and majority of exhibits are for the display of products and services for the Latin consumer market.

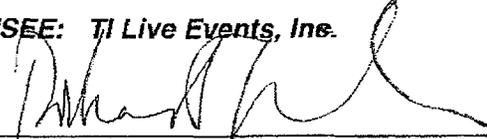
XXVIII. BOOKS, RECORDS, INSPECTIONS AND CONFIDENTIALITY

28.1 All contracts, correspondence, books, accounts, and other information relating directly revenues derived from the LICENSEE'S performance of its obligations for the CITY under this Agreement, or to the expenses incurred on the CITY'S behalf, shall be open to inspection and examination at the offices of the LICENSEE by an authorized certified public accountant of CITY, or another representative, during the LICENSEE'S regular business hours such manner as not to interfere with LICENSEE's normal business activities in order to verify statements rendered to CITY hereunder. Such authorized representative shall not be compensated on a contingency basis nor shall the fee be determined based on findings. In compliance with record retention rules, LICENSEE shall maintain all records associated with this Agreement for a period of four years from the date of termination of this Agreement. A true copy of the portion of all reports made by CITY's accountant relevant to any claim by CITY of underpayment by LICENSEE shall be delivered to LICENSEE at the same time CITY provides its claim of underpayment to LICENSEE. If it is determined that such underpayment is twenty percent (20%) or more of the amounts owed to CITY or if the examination or audit is made because of LICENSEE's failure to pay any amounts when due hereunder, then LICENSEE shall bear all reasonable expenses related to such examination or audit by CITY (or its representative). In no event shall an audit with respect to any statement commence later than twenty-four (24) months from the date of dispatch to CITY of such statement nor shall any audit continue for longer than a reasonable period of time.

28.2 CONFIDENTIALITY. Each Party agrees to keep confidential and not to disclose, any confidential information of the other Party including, but not limited to, the terms of this Agreement, sales information, marketing information and promotion and strategic plans ("Confidential Information") discussed or disclosed in the course of performing this Agreement. These restrictions shall not apply to Confidential Information that the receiving Party is required to disclose by judicial order, law, rule, regulation or regulatory authority (including the regulations of any exchange upon which a Party or a Party's parent stock is traded), provided the receiving Party provides the disclosing Party with ample notice of such legal requirement to afford the disclosing Party with an opportunity to seek a protective order or such other relief. Confidential Information shall not include information that (a) is or becomes part of the public domain by means other than by actions or inactions taken by the receiving Party or on its behalf; (b) has been independently developed by the receiving Party or an affiliate of such Party without reference to or reliance upon any Confidential Information provided to the receiving Party by or on behalf of the disclosing Party; (c) has been rightfully received by the receiving Party from sources other than the disclosing Party without breach of an obligation of confidentiality; or (d) that the disclosing Party has authorized the receiving Party to disclose pursuant to a writing signed by a duly authorized representative of the disclosing Party.

PAYMENT RECORD & SIGNATURES

LICENSEE: TI Live Events, Inc.

By: 
Richard Schexnider, Vice President

EXECUTED THIS DAY: 3-28-12

CITY OF SAN ANTONIO

BY: _____
Michael J. Sawaya *Director, Convention, Sports and Entertainment Facilities*

EXECUTED THIS DAY: _____

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

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

EXHIBIT A

Carbonated Beverage/Water Sponsor Signage and Sampling Opportunities

OPPORTUNITIES:

HENRY B. GONZALEZ CONVENTION CENTER

SIGNAGE

- As the Presenting Sponsor of Festival, Beverage Sponsor/People en Español locked logo can be displayed within the following:
 - All Festival banners and signage within exhibition hall
 - All Festival stage banners within exhibition hall
 - Outside of venue; only Presenting sponsor/locked logo can receive branding on exterior
- Non-public Concession Stands - Permanent
 - Exhibit hall: Pepsi-branded coolers can be covered with permission from the city
- Permanent Public Concession Stands
 - Pepsi fountain and Starbucks Frappuccino refrigerator display in the lobby of venue cannot be removed

SAMPLING

- As People en Español is renting out a private contracted space within venue, PESP can sell, serve and promote beverage sponsor's products
 - Beverage sponsor is permitted to provide and use their own serving vessels (buckets, tubs, rolling coolers, bags, etc...)
 - Samples (4 ounces or less, unless otherwise approved) of non-alcoholic beverages may be distributed on-site for on-the-spot consumption or upon exit by PESP or Beverage Sponsor personnel
- *Any additional branding requests can be submitted and will be subject to approval by venue contracts manager

EXHIBIT B

Liquor Sponsor Signage and Sampling Opportunities

OPPORTUNITIES:

SIGNAGE

- As a Presenting, Major or Official level sponsor of Festival, liquor sponsor logo can be displayed within the following:
 - Sponsor's dedicated space/footprint within exhibition hall
 - Select venue signage i.e. monitors, static screens, etc...
- Non-public concession stands within exhibition hall

SALES AND SAMPLING

- For product sales and on-site consumption of any alcoholic beverage, service must be arranged through the convention center's exclusive caterer
- Samples (2 ounces or less, subject to state law) of alcoholic beverages may be distributed on-site for on-the-spot consumption by liquor sponsor personnel with a Texas Alcohol & Beverage Commission license

*Any additional branding requests can be submitted and will be subject to approval by venue contracts manager

EXHIBIT III
Privately Controlled Vending Program



CITY OF SAN ANTONIO
Privately Controlled Property Vending Program
(River Walk Area and Street Level)
Permit Policies and Procedures

1.0 INTRODUCTION:

- 1.1 The City of San Antonio (City), through the Downtown Operations Department, shall administer a program to receive, review, and approve permit applications for individuals that desire to vend in the River Walk and at street level in the Downtown Business District as authorized by Ordinance No. 2006-11-02-1256 amending Section 35-679 (e) of the Unified Development Code and by Ordinance No. 2006-11-02-1257 amending Section 16-236 (b) of the San Antonio City Code.
- 1.2 This policy sets out guidelines for the permitting process for vending on exterior public leased space and private property, and specifically authorized by the following:
 - 1.2.1 River Walk Area as per Section 35-679 (e) of the Unified Development Code and;
 - 1.2.2 Downtown Business District street level as per Section 16-236 (b) of the San Antonio City Code.
- 1.3 No permit will be issued without operator approval.
- 1.4 No permit will be issued without approved lease amendments if vending location is within a public leased space.
- 1.5 Public leased space between the sidewalk and the San Antonio River is ineligible for vending under this program, as illustrated on Exhibit A.

2.0 PURPOSE:

- 2.1 To establish administrative policies and procedures for the application and permitting process in order to monitor and control the quantity and quality of vendors who desire to vend and/or entertain on all privately controlled property, whether by lease agreement from the City of San Antonio or by fee simple ownership, along the San Antonio River Walk Area and on sidewalk property owned by the City of San Antonio and leased to adjacent businesses within the Downtown Business District.
- 2.2 This policy is not applicable for permits issued in connection with the River Walk Designated Public Space Vending Program, or any other vending program available through the City of San Antonio.

3.0 DEFINITIONS:

- 3.1 "Operator" means the business with legal control of the property on which vending is proposed to take place. Only persons with legal authority to bind any Operator in a contract shall be authorized to grant permission to allow a Vendor by executing the required affidavit. General Managers or Shift Managers of Operators shall not be

deemed to have such authority unless such authority is provided to them in writing from a controlling authority of Operator.

- 3.2 "City" means City of San Antonio.
- 3.3 "Department" means the Downtown Operations Department.
- 3.4 "Director" means the Director of the Downtown Operations Department.
- 3.5 "Petitioner" means any prospective vendor submitting an application for a vending permit.
- 3.6 "Products" means goods or merchandise.
- 3.7 "Vendor" means any natural person granted a permit under this program.

4.0 APPLICATION PROCESS:

- 4.1 Prospective vendors (Petitioner) wishing to vend as part of this program may obtain applications from the City's website (www.sanantonio.gov) or at the City of San Antonio's Downtown Operations Department Offices, located at 202 E. Nueva from 8:00 am to 4:00 pm Monday through Friday, except for City Holidays.
- 4.2 Staff will be available to review applications for completion, and no application will be accepted unless deemed complete.
- 4.3 A Petitioner for a permit must submit a completed application to vend on exterior leased public property or on private property on an approved form. Petitioner shall be required to provide a copy of a valid State of Texas photo I.D. at the time of submission of completed application.
- 4.4 Petitioner must be eighteen (18) years of age or older at the time of application.
- 4.5 Petitioner shall obtain a signed Affidavit from the Operator of the property along the River Walk Area, whether privately owned or leased from the City, wherein vending is proposed to take place or from the Operator of the property leased from the City at street level in the Downtown Business District prior to applying for a permit.
 - 4.5.1 Any permit issued under this program is subject to the rights of the Operator, and in the case of property owned in fee simple by a private party, by the owner of the property approved for vending. In the event that the Operator or the owner of the property withdraws their permission to the vendor to vend on the approved property, this permit shall no longer be valid.
- 4.6 Petitioner acknowledges and agrees that criminal convictions for any felony offense, any sexual offense including misdemeanors, any offense to a child including misdemeanors, and any offense requiring registration as a sexual offender will result in denial of Petitioner's Application, without limitation.
 - 4.6.1 Petitioner is required to submit a completed criminal background investigation as part of the Petitioner's application process.

- 4.6.2 This criminal background investigation shall include local, state, and federal records.
- 4.6.3 Petitioner must request completion of the criminal background check in person at the San Antonio Police Department (SAPD) records division located at 214 W. Nueva, Room 123 Monday through Friday, 8:00 a.m. to 4:00 p.m., except for City Holidays.
- 4.6.4 Petitioner must complete and present the appropriate consent forms to San Antonio Police Department records division at time of request and authorize the release of Petitioner's criminal history to the City of San Antonio.
- 4.6.5 Petitioner shall be responsible for all cost or fees associated with this criminal background investigation. All fees are non-refundable.
 - 4.6.5.1 \$25 payable to the City of San Antonio. Cash or Money orders only will be accepted.
 - 4.6.5.2 \$15 payable to the Texas Department of Public Safety. Money orders only will be accepted.
 - 4.6.5.3 \$18 payable to the U.S. Treasury Department. Money orders only will be accepted.
- 4.7 Petitioner is advised that a criminal background investigation may take up to 45 days for completion of the federal records check, and it is the petitioner's responsibility to provide said completed criminal background check for the application to be complete.
- 4.8 The Downtown Operations Department will consider Petitioner's Application complete with the submission of Local criminal background check, and will issue a vending permit to those petitioners who meet all other documentation standards and requirements under this permit process. Petitioner's Local criminal background check will be complete with submission of a Clearance Letter provided by SAPD.
- 4.9 The requirement to submit completed State and Federal records checks shall continue for each petitioner and vendor. In those cases, where an individual has been issued a permit under this vending program, and who's State and Federal records check returns non-compliant with the requirements set out in Section 4.6 above, said vendor shall immediately lose their vending permit, as well as forfeit any and all fees paid to the City
- 4.10 In the event that a criminal conviction as stated in Section 4.6 above is discovered during a vendor's valid permit period, said vendor shall immediately lose their vending permit, as well as forfeit any and all fees paid to the City.
- 4.11 Each Petitioner shall provide a State of Texas Sales Tax and Use Permit Number issued by the State Comptroller's Office. Said Tax and Use Permit must be valid and in good standing. If not confirmed to be valid, the petitioner will not be eligible to participate in the Program
- 4.12 Those petitioners submitting an application as a group as allowed by Chapter 35-679-4 (a) shall each submit individual applications. Said applications must be submitted jointly with other prospective group members. Each petitioner submitting as a group must meet all documentation standards and requirements under this permit process.

- 4.13 Each petitioner will submit a list of products or services that he or she will be selling, including manufacturing information, with the application.
 - 4.13.1 This submittal shall include pictures of or actual products, method and/or manner of display, representations of containers/ carts and/or any other information requested. A list of prohibited items can be found under the Rules and Regulations Section 6.0.
 - 4.13.2 Products or services sold must be an ancillary use to and compatible to the main business of the property.
- 4.14 No third party advertising will be allowed in any method or manner of display.
- 4.15 The Downtown Operations Department shall review the completed applications for compliance with the stated requirements. Any request for a cart will require the approval of the Historic and Design Review Commission subject to Section 35-679 (b) prior to commencement of operation or vending.

5.0 PERMIT PROCESS:

- 5.1 The Director shall issue the Privately Controlled Property Vending Program (River Walk Area and Street Level) Permits.
- 5.2 Each permit shall be valid only for the exterior space within the Privately Controlled Property Vending Program (River Walk Area and Street Level) and shall be valid for one year from date of issuance. Vending permits issued through the separate River Walk Designated Public Space Vending Program will not be valid for the Privately Controlled Property Vending Program (River Walk Area and Street Level).
- 5.3 Each permit (badge) shall include:
 - 5.3.1 The Permit Number as issued by the Downtown Operations Department;
 - 5.3.2 A photo of the approved vendor;
 - 5.3.3 Approved vendor's contact information;
 - 5.3.3.1 Phone number(s);
 - 5.3.3.2 Residence Address: Address must match permit application information;
 - 5.3.4 Identification of the approved Privately Controlled Property Vending Program (River Walk Area and Street Level) site(s);
 - 5.3.5 Permit Validity Dates;
 - 5.3.6 List of approved goods, merchandise or services to vend.
- 5.4 The actual permit (badge) shall be displayed prominently, professionally, and worn at all times by the approved petitioner, without exceptions.
- 5.5 Replacement badges are available for an additional fee of \$50.

6.0 PERMIT FEES:

- 6.1 The permit fee per year is seven hundred and fifty dollars (\$750.00) per vendor for the first approved site.

- 6.2 Each vendor is required to pay a fee of one hundred dollars (\$100.00) for each additional approved vendor's site.
- 6.3 Singing or performing groups qualify for a group permit provided that such groups always stay together as a unit while exercising their vending rights under the permit.
 - 6.3.1 The permit fee for a group is seven hundred and fifty dollars (\$750.00) per group (up to five (5) people) for the first approved site. An additional permit fee of one hundred dollars (\$100.00) shall be paid for each additional approved vending location.
- 6.4 All permit fees are subject to change with City Council approval.

7.0 RULES AND REGULATIONS:

- 7.1 Each permit issued shall be for a specific vending site.
- 7.2 Allowed vending will only include products that are an ancillary use to and compatible to the main business of the property.
- 7.3 Prohibited Vending:
 - 7.3.1 Sexually explicit and/or drug related paraphernalia
 - 7.3.2 No Obscene Material
 - 7.3.3 Real estate transactions and vacation packages, including but not limited to: time shares, rentals, and vacations clubs or other similar arrangements
 - 7.3.4 Marketing and advertising activities, including but not limited to: soliciting for memberships or credit card applications
 - 7.3.5 Tickets for events
 - 7.3.6 Other services or products not approved by the City prior to issuance of the Program Permit
- 7.4 Vendors must cover items from public view while transporting said items to and from the vending site.
- 7.5 All transactions, including display, sales, queuing, seating, etc. and any interactions with customers or potential customers, shall occur completely within the public leased space or private property.
- 7.6 NO VENDING IS PERMITTED IN, ON, OR TO THE PUBLIC RIGHT OF WAY/PATHWAY/SIDEWALK OF THE SAN ANTONIO RIVER WALK AREA OR DOWNTOWN BUSINESS DISTRICT, OR IN SUCH A MANNER AS TO IMPEDE PEDESTRIAN TRAFFIC ALONG THE RIGHT OF WAY/PATHWAY/SIDEWALK.
- 7.7 Vendors shall be allowed to utilize appropriate and approved methods of display for items they are vending, such as a carrying case, basket, or bucket. Any River Walk vendor desiring to utilize a cart will require the approval of the Historic and Design Review Commission subject to Section 35-679(b).
- 7.8 City shall not be responsible for any theft, damages or destruction of goods and/or property of vendor both during the term of the Vending Permit.
- 7.9 Vendors must adhere to all sound restrictions, solicitation, queuing, and hawking laws and regulations of the City of San Antonio.

- 7.10 Vendor shall pay, on or before their respective due dates to the appropriate collecting authority, all Federal, State and local taxes and fees which are now or may hereafter be levied upon the Vendor, or upon the business conducted on the designated public space, or upon any of Vendor's property used in connection therewith; and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by Vendor. Failure to comply with the foregoing provisions shall constitute grounds for termination of the City Vending Permit by the City.
- 7.11 The San Antonio Police Department and Park Police shall have a service level agreement with the Downtown Operations Department regarding the enforcement of these permits.
- 7.12 Any violation of these policies and procedures may result in issuance of a criminal citation or an administrative statement of violation issued by the Director or her designee.
- 7.12.1 The issuance of three citations to a vendor shall result in the immediate loss of the vending permit and preclude re-application two years from the date of conviction and/or completion of deferred adjudication, as well as forfeiture of any and all fees paid to the City. Administrative revocation of the Permit may be appealed to the City Manager's Designee.
- 7.12.2 An administrative statement of violation issued by the Director or her designee will be treated the same as a criminal citation for purposes of Administrative revocation of the permit.
- 7.13 Orders of deferred adjudication and/or conviction for violations of the regulations governing vending shall result in the immediate loss of the vending permit and preclude re-application two years from the date of conviction and/or completion of deferred adjudication, as well as forfeiture of any and all fees paid to the City. The vendor shall not have a right to appeal to the City Manager or The City Manager's designee a revocation based on an order of deferred adjudication and/or conviction for violations of the regulations governing vending.

CONTACT INFORMATION:

All information related to this program may be obtained from:

City of San Antonio
Downtown Operations Department
202 E. Nueva
San Antonio, Texas 78204
(210) 207-3677



People en Español Festival (2012-2016 Agreements)

April 5, 2012
Presented by Casandra Matej

1

Background

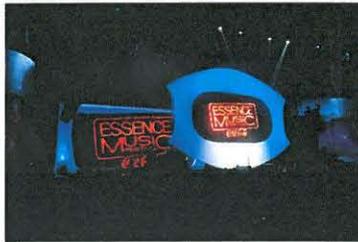
- Time, Inc., one of the largest branded media organizations in the world
 - Engages more than 138 million consumers each month
 - Time Magazine
 - People En Español (PESP)
 - Essence
 - Entertainment Weekly
 - Travel & Leisure
 - People
 - Sports Illustrated
- Time Inc. supports a similar event - Essence Music Festival (EMF) established in New Orleans, LA in 1994
 - Largest and most influential African-American entertainment, empowerment, and Cultural event in the country
 - Attendance in 2011 was estimated at more than 400,000



People ESSENCE Entertainment

2

Essence Festival, New Orleans



3

Background

- People En Español Festival (PESP) - supported by Time Inc. will produce a 2 day / 2 night creative celebration of Hispanic culture, community and entertainment
- PESP Festival proposed to be held over Labor Day weekend beginning in 2012
- Multi-platform live consumer event opportunity allowing one of a kind access to culturally relevant content
- Attendance initially estimated between 40,000 to 70,000 and projected to grow to over 100,000 annually.
- Provides great opportunity for national and international media exposure



Agreement Summary - PESP

- Will produce a 2 day/2 night Festival with concerts and associated day-long exhibits of culturally relevant content.
- Secure Arena and or Stadium level (A-list) Talent.
- Promotes the event to Mexico with various international publications including Quien, In Style Mexico and Vuelo.
- Promote the event through radio advertisements in all cities with heavy Hispanic populations domestically.



5

Agreement Summary - PESP

- Advertise the event through a national television campaign, including running promotional spots on networks such as Univision, Telemundo, HBO Latino, CNN/CNN en Español, HLN, TNT/TBS, Fox Mundo, Music Choice and local cable affiliates (including Time Warner Cable).
- Multiple marketing opportunities including presence in printed programs, e-mail blasts to magazine subscribers, various social media strategies, main stage messaging, display booth, etc
- Thirty second commercials on National Television promoting the Festival
- Produce a post event annual economic impact study



6

Agreement Summary - CVB

- Performance Based Hosting Obligation - up to \$500K
- Sliding scale payment schedule based on paid festival ticket sales and guest room pick up
- Funds derived from Hotel Occupancy Tax
- CVB will leverage its existing Marketing and Advertising budget to promote and market the event
 - Includes four paid national ads in People en Español magazine
 - Marketing support in social media, digital and regional radio
 - Complements marketing efforts from Time Inc/PESP

7

Alamodome and Convention Center License Agreements

Authorizing execution of a three (3) year License Agreement with an option to renew for one additional two (2) year period to occupy the Alamodome and Henry B. Gonzalez Convention Center.

KEY BUSINESS POINTS INCLUDE:

- Headline Concert to be produced in Alamodome featuring "A-list" Talent
- PESP is responsible for paying all costs to produce the concerts and Festival
- City will provide the staffing support for the concert events, including managing traffic concerns (street closures, barricades).
- The Alamodome and Convention Center to retain all concession and parking revenues
- Rental fee and event costs will be provided at no charge by the City.
 - o At settlement, PESP will receive an estimated rebate of \$200,000. This includes an amount equivalent to \$130,000 rent, \$1.00 per paid ticket (\$40,000) and an estimate of \$30,000 for additional costs at both the Alamodome and Center.

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Fiscal Impact

For each year of this agreement

- Funded Hosting Obligation up to \$500K – Performance Based
- Funds are derived from Hotel Occupancy Tax
- CVB Marketing budget will also be leveraged to help promote the event
- Estimate city will receive over \$3 million in media value first year

9

Recommendation

Staff recommends approval of the execution of these Agreements to host and support the 2012-2014 People En Español Festival with an option to renew one additional two (2) year period.



10



**People en Español Festival
(2012-2016 Agreements)**
April 5, 2012

11



EXTRA SLIDES

12

Agreement Summary - CVB

Performance Based Hosting Obligation up to \$500K
(from Hotel Occupancy Tax Fund)

- Sliding scale payment schedule based on festival ticket sales and guest room pick up

Total Paid Attendance	Marketing Sponsorship	Total Room Nights	Marketing Sponsorship
> 50,000	\$ 350K	> 7,000	\$ 150K
46,000-46,999	\$ 300K	5,000 - 6,999	\$ 130K
38,000-45,999	\$ 250K	3,000 - 4,999	\$ 115K
30,000-37,999	\$ 200K	1,000 - 2,999	\$ 100K
< 30,000	\$ 150K	< 1,000	\$ - 0 -

CVB will leverage its existing Marketing and Advertising budget to promote and market the event