



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 12, 2013

**Prepared By/Phone Number:** John Carr, 854-4772

**Dept. Head:** Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

**County Executive:** Leslie Browder, Planning and Budget, 854-9106

**Sponsoring Court Members:** Commissioner Davis, Precinct One

Handwritten signature of Roger El Khoury in black ink, written over the text of the Department Head and County Executive lines.

### **AGENDA LANGUAGE:**

Consider and take appropriate action on request from Austin Energy for modifications to the standard license agreement associated with an event at the Exposition Center grounds from September 19, 2013 to September 23, 2013.

### **BACKGROUND/SUMMARY OF REQUEST:**

Facilities Management Department (FMD) and the County Attorney's office have been working with Austin Energy (AE) on their request to use the Exposition Center grounds for an event in September 2013. AE, as a City of Austin municipally-owned electric utility, has requested minor changes to the standard license agreement. Mr. Christopher Gilmore, Assistant County Attorney, has consulted with AE and the requested changes have been made to the standard license agreement, which has been signed by AE. The changes to the standard license agreement are highlighted in the draft at Attachment One.

### **STAFF RECOMMENDATIONS:**

Facilities Management Department recommends approval of the non-standard license agreement as requested by Austin Energy.

### **ISSUES AND OPPORTUNITIES:**

The changes requested are associated with insurance requirements and the indemnity clause. The requested changes are acceptable due to the self-insured status of the City of Austin related to workers compensation and liability coverage.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Revenue = \$10,200

**ATTACHMENTS/EXHIBITS:**

1. Draft License Agreement

**REQUIRED AUTHORIZATIONS:**

Christopher Gilmore, Assistant County Attorney

**TRAVIS COUNTY EXPOSITION CENTER  
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this 7th day of February, 2013 between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and the City of Austin, a home rule municipality and political subdivision of the State of Texas, acting by and through its municipally-owned electric utility, Austin Energy whose address is 721 Barton Springs Road, Austin, TX 78704 and contact number is (512) 322-6442 ("LICENSEE"), includes the following terms:

1. **Representatives of Parties.** LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates **Sonny Poole**, who is LICENSEE's **Manager**, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

2. **Licensed Space.** Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate 1 & 3 and no other Gates.

3. **Restrictions.** The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. **Purpose.** The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

**AE Dance Project  
Grounds  
September 19-23, 2013**

5. **License Date and Time.** LICENSEE shall have access to the use of the Licensed Space from 4:00 (p.m.) until 9:00 (p.m.) on Friday, September 20, 2013 dress rehearsal. From 4:00 (p.m.) until 9:00 (p.m.) on Saturday, September 21, 2013 and Sunday, September 22, 2013 filming of event. From 8:00 (a.m.) until 5:00 (p.m.) on Thursday, September 19, 2013 move in of bleachers and on Monday, September 23, 2013, move-out. LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

6. **Fee Terms.**

6.1 **Original Contract Sum and Original Contract Sum Deposit.** LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the

“Original Contract Sum”) representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit “A.” All prices shown on Exhibit “A” have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the “Rate Schedule”), attached hereto as Exhibit “B” and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20 %) of the Original Contract Sum (the “Original Contract Sum Deposit”) is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR’s rental costs.

7. Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the “Damages Deposit”) in accordance with Exhibit “A.” The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSEE within thirty (30) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.

~~8. Insurance. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit “C”, attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner’s insurance policy to substitute for the certificate described in Exhibit “C” if circumstances warrant.~~

8. Insurance. LICENSEE shall maintain adequate insurance or a self-insurance program for damage to LICENSOR’S Licensed Space caused by LICENSEE. LICENSEE shall provide LICENSOR with written evidence of such insurance or self-insurance program.

~~9. Indemnity. Except for any matters over which LICENSOR retains exclusive control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney’s fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.~~

9. LICENSEE HOLD HARMLESS, TO THE EXTENT ALLOWED BY TEXAS LAW, LICENSEE AGREES THAT IT IS RESPONSIBLE TO THE EXCLUSION OF ANY SUCH RESPONSIBILITY OF LICENSOR, FOR ITS PROPORTIONATE SHARE OF LIABILITY FOR ITS NEGLIGENT ACTS AND OMISSIONS FOR CLAIMS, SUITS, AND CAUSES OF ACTION,

INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED WITH ACTIVITIES CONDUCTED UNDER THIS LICENSE AGREEMENT AND AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, PROVIDED THAT THE EXECUTION OF THIS LICENSE AGREEMENT WILL NOT BE DEEMED A NEGLIGENT ACT.

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

10A. ADA Compliance. LICENSEE shall be solely responsible for apprising LICENSEE's Event staff (to include employees, agents and independent contractors of LICENSEE), in writing, of the location of all Americans with Disabilities Act ("ADA")-accessible routes in and around the Center premises, including without limitation the location of all ADA-accessible elevators in the Luedecke (Main) Arena or another Center premises and any temporary ADA-accessible routes created by legally-permissible alterations or modifications made to the Center premises by or on behalf of LICENSEE in order to facilitate LICENSEE's Event activities. LICENSEE has the affirmative obligation to ensure that LICENSEE's staff is fully informed of such ADA-accessible routes, and is able to provide such information to Event attendees (including Event participants) at all times during the Event. LICENSEE acknowledges that it is solely responsible for compliance with and accessibility under the ADA or state law for modifications or alterations made to the Center in order to facilitate LICENSEE's Event activities.

11. Dangerous Wild Animals. LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) LICENSEE is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

12. Licenses and Permits. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

13. Concessions.

13.1 Food and Beverage Concessions. LICENSOR reserves all food and beverage concession rights.

13.2 Sales of Other Items. LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.

14. Food and Beverage Catering. LICENSOR reserves all food and beverage catering rights. Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the "Special Terms and Conditions" attached

hereto as Exhibit "D" and incorporated herein for all purposes. In no event shall LICENSEE's approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises.

15. Security. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

16. Additional Equipment, Services and Fees. LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit "A." LICENSOR reserves the right to require the use of any such additional equipment and/or services if and when LICENSOR deems that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

17. Custodial Services. The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

18. Parking Surcharge. LICENSEE shall pay to LICENSOR one-third (1/3<sup>rd</sup>) of all parking charges, if any, collected by LICENSEE in connection with the Event, which LICENSEE shall pay upon Event conclusion.

19. Control of Facility and Right to Enter. In permitting LICENSEE to use the Licensed Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

20. Defacement of Center. LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.

21. Occupancy Interruption. In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.

22. Evacuation of Facility. Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such

time does not interfere with the rights or activities of another LICENSEE. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

23. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

24. Non-Assignment. LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.

25. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

26. Television Coverage. LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re-plays of the Event, either in total or in excerpts, over Travis County Channel 17. LICENSOR may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "D."

27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

28. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

LICENSEE:

**Name:** AE Dance Project

**By:** Sonny Poole

**Title:** Manager, Public Involvement & Real Estate, Austin Energy

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

LICENSOR: TRAVIS COUNTY

**By:** Roger A. El Khoury, M.S., P.E.

**Title:** Director, Facilities Management Department

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit "A"**

**Travis County Exposition Center - Event Costing Schedule**

Customer:		Sonny Poole			Date of Event:	
Event:		AE Dance Project			Sept 19-23, 2013	
Item	Details	Unit	Qty	Rate	Amount	
<b>Facility Rental Fees</b>	Luedecke Arena - Rental Period is 16 Hours	Day		\$ 3,000.00	\$ -	
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -	
	Luedecke Arena - Dressing Room	Day		\$ 100.00	\$ -	
	Skyline Club - Rental Period is Eight Hours	Day		\$ 1,200.00	\$ -	
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -	
	Banquet Hall - Rental Period is Eight Hours	Day		\$ 1,800.00	\$ -	
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -	
	Show Barn - Rental Period is 12 Hours	Day		\$ 900.00	\$ -	
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -	
	Outside Show Barn Equestrian Horse Arena	Day		\$ 200.00	\$ -	
	All Grounds - Non-Concert Event	Day	2	\$ 1,000.00	\$ 2,000.00	
	Portion of the Grounds- Non-Concert Event	Day		\$ 500.00	\$ -	
	All or portion of the Grounds - Concert Event	Day	3	\$ 2,000.00	\$ 6,000.00	
	Other	Day		\$ -	\$ -	
	<b>Total Facility Rental Fees</b>				\$ 8,000.00	
<b>Equipment Rental Fees</b>	Tables	Each/Event		\$ 6.00	\$ -	
	Chairs	Each/Event		\$ 1.50	\$ -	
	Picnic Table	Each/Event		\$ 10.00	\$ -	
	Portable Bleachers	Each		\$ 20.00	\$ -	
	Stalls	Each		\$ 15.00	\$ -	
	Pens	Each		\$ 2.00	\$ -	
	Cattle Ties	Each		\$ 2.00	\$ -	
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -	
	Other	Each		\$ -	\$ -	
	<b>Total Equipment Rental Fees</b>				\$ -	
<b>Custodial Fees</b>	Luedecke Arena	Day		\$ 600.00	\$ -	
	Skyline Club	Day		\$ 200.00	\$ -	
	Luedecke Arena Including Skyline	Day		\$ 775.00	\$ -	
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -	
	Banquet Hall	Day		\$ 200.00	\$ -	
	Grounds	Day	5	\$ 260.00	\$ 1,300.00	
	Show Barn - One-Day Horse Show Event	Day		\$ 200.00	\$ -	
	Show Barn - Two-Day Horse Show Event	2-Day		\$ 250.00	\$ -	
	Show Barn - Three-Day Horse Show Event	3-Day		\$ 300.00	\$ -	
	Show Barn - All Events Except Horse Shows	Day		\$ 200.00	\$ -	
	Custodial Services During Event per Custodian	Hour	36	\$ 25.00	\$ 900.00	
	Stall cleaning	Each		\$ 5.00	\$ -	
	<b>Total Custodial Fees</b>				\$ 2,200.00	
<b>Other Fees</b>	HVAC - Luedecke Arena Minimum 8 Hours	Hour		\$ 125.00	\$ -	
	Forklift - with Driver	Hour		\$ 35.00	\$ -	
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -	
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -	
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -	
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -	
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -	
	Water Connection	Each		\$ 30.00	\$ -	
	Other	Each		\$ -	\$ -	
	<b>Total Other Fees</b>				\$ -	
<b>ORIGINAL CONTRACT SUM</b>					\$ 10,200.00	
<b>DEPOSIT</b>	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 2,040.00	
<b>BALANCE</b>	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 8,160.00	
<b>DAMAGES DEPOSIT</b>	Refundable = Percent of Facility Rental Fees	3		20%	\$ 1,600.00	
<b>PARKING SURCHARGE</b>	One-Third of Parking Fees Collected by Licensee	4				

- 1 = Due at the Time the License Agreement is Signed by Licensee
- 2 = Due 30 Days Prior to Commencement of Event
- 3 = Due One Day Prior to Commencement of Event
- 4 = Due upon Event Conclusion

**Exhibit "B"**

**RATE SCHEDULE**

<b>A</b>	<b>Luedecke Arena</b>
	<b>Facility Rental Fees:</b>
1	\$3,000 per day – Rental Period is 16 hours
2	\$100 per each additional hour
3	Dressing Room is \$100 per day
4	Damages Deposit is \$600 per Event
	<b>Facility Equipment/Services Charges:</b>
5	HVAC: \$125 per hour (Event Duration Plus 2 hours)
	<b>Custodial Fees:</b>
6	Luedecke Arena Custodial Fee is \$600 per day
7	Luedecke Arena (Including Skyline Club) Custodial Fee is \$775 per day
8	Luedecke Arena dressing Rooms Custodial Fee is \$75 per day
<b>B</b>	<b>Skyline Club (350 Maximum Occupancy)</b>
	<b>Facility Rental Fees:</b>
1	\$1,200 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$240 per Event
	<b>Facility Equipment/Services Charges:</b>
4	Chairs and Tables included in base price
	<b>Custodial Fees:</b>
5	Skyline Club Custodial Fee is \$200 per day
<b>C</b>	<b>Banquet Hall (1,000 Maximum Occupancy)</b>
	<b>Facility Rental Fees:</b>
1	\$1,800 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$360
	<b>Facility Equipment/Services Charges:</b>
4	Table is \$6.00 per each, per event
5	Chair is \$1.50 per each, per event
	<b>Custodial Fees:</b>
6	Banquet Hall Custodial Fee is \$200 per day
<b>D</b>	<b>Show Barn</b>
	<b>Facility Rental Fees:</b>
1	\$900 per day – Rental Period is 12 hours
2	\$50 for each additional hour
3	Damages Deposit is \$180
	<b>Facility Equipment/Services Charges:</b>
4	Stall is \$15 per each, per day (50 stalls free of charge if more than 100 stalls are rented)

5	Pen is \$2.00 per head per day
6	Cattle tie is \$2.00 per head per day
	<b>Custodial Fees:</b>
7	One-Day Horse Show Event = \$200 (Restrooms, Office, Wash Rack, and Common Area)
8	Two-Day Horse Show Event = \$250 (Restrooms, Office, Wash Rack, and Common Area)
9	Three-Day Horse Show Event = \$300 (Restrooms, Office, Wash Rack, and Common Area)
10	All Events Except Horse Shows = \$200 per day
11	Stall Cleaning = \$5.00 per each
	<b>Outside Show Barn Facility Rental Fees:</b>
12	Equestrian Show Barn Arena Fee is \$200 per day (includes indoor warm-up arenas)
<b>E</b>	<b>Grounds</b>
	<b>Facility Rental Fees:</b>
1	All Grounds, Non-Concert Event is \$1,000 per day
2	Portion of the Grounds, Non-Concert Event is \$500 per day
3	All or Portion of the Grounds, Concert Event is \$2,000 per day
	<b>Facility Equipment/Services Charges:</b>
4	Parking Surcharge: one-third of parking charges collected by Licensee
	<b>Custodial Fees:</b>
5	Grounds Custodial Fee is \$260 per day
<b>F</b>	<b>Additional Equipment and Services Charges</b>
1	Table is \$6.00 per each, per event
2	Chair is \$1.50 per each, per event
3	Picnic table is \$10.00 per each, per event
4	Portable bleacher is \$20 per each, per day
5	Forklift is \$35 per hour with driver (one-hour minimum)
6	Moving and Placing Dirt work is \$200 per hour
7	RV parking without hook-ups: \$20 per night
8	RV parking with hook-ups: \$35 per night
9	Electrical Hook-Ups is \$20 for 110-V duplex outlet per each connection (one-time charge)
10	Electrical Hook-Ups is \$25 for 220-V duplex outlet per each connection (one-time charge)
11	Water connection is \$30 per each connection (one-time charge)
12	Custodial Services during any events is \$25 per hour per person
<b>G</b>	<b>Special Consideration</b>
1	15% reduction in facilities rental if all facilities are rented for one event
2	10% reduction in facilities rental for multiyear contracts

## Exhibit "C"

### INSURANCE COVERAGE REQUIREMENTS

#### 11.1 LICENSEE LIABILITY INSURANCE

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 - If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;
2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
3. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any amusement ride or motorized vehicle for which admission or ticket purchase is required, or which is part of an organized event.

**If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:**

4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. **If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.**
5. Independent Licensees Contingent Liability
6. Personal Injury Liability including claims related to employment

7. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
8. Liquor Liability Endorsement
9. Amusement Ride Endorsement

11.1.2 - The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.

11.1.3 - Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.

11.1.4 - Licensor shall be named as an additional insured on the policies.

## 11.2 LICENSES REQUIRING INSURANCE

11.2.1 - Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of \$250,000 per occurrence with \$500,000 aggregate limits. **(Required only if Licensee retains employees).**
2. Commercial General Liability Insurance - Minimum Limits:

Leased Facility	Type Of Insurance	Per Occurrence
Banquet Hall	Commercial General/Public Liability	\$1,000,000
Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena and Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Outside Events	General Liability Insurance (see below)	\$1,000,000
Outside Events (Amusement Rides)	General Liability Insurance (see below)	\$10,000,000

**\*\*\* Proof of Auto Liability must be presented at time of licensed Event**

Providing the above insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

## Exhibit "D"

### Special Terms and Conditions

#### 1. CONCESSIONS; FOOD & BEVERAGE CATERING:

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

G & M Catering  
Phone: 512-929-8305  
Fax: 512-929-8307  
Website: [www.gmcatering.com](http://www.gmcatering.com)  
Email:  
[dawn@gmcatering.com](mailto:dawn@gmcatering.com) OR  
[brooke@gmcatering.com](mailto:brooke@gmcatering.com)

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[Set forth terms and conditions of outside catering activity here]

#### 2. SECURITY

LICENSEE shall arrange for security personnel in accordance with Section 15 of this Agreement. The number and schedule of security officers must be approved by the Expo Center Director, or authorized County representative, prior to commencement of the Event. To schedule security, please contact

TCSO Off Duty Facilitator  
Josie Matthias  
Phone: 512-854-7271  
[Offduty@co.travis.tx.us](mailto:Offduty@co.travis.tx.us)

#### 3. CONDITIONS and SPECIAL PROVISIONS

All tables and chairs must be rented from the EXPO Center for the rate shown in Exhibit B. If The vent is required to have quantity of chairs that the EXPO does not have, then the Licensee will rent all the Expo Center chairs and tables and be allowed to rent the rest from outside. Expo staff will set up only the portion that are rented from the Expo center.

LICENSEE will not use tape, nails or tacks of any kind on the Expo Center walls, doors, floors, windows, or ceilings except with prior written consent of the LICENSOR.

LICENSEE shall not post or paint any signs at, on, or about the premises or paint the exterior walls of the building except with the prior written consent of the LICENSOR. LICENSOR shall have the right to remove any sign or signs in order to maintain the premises or to make any repairs or alterations thereto.



# City of Austin

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February 12, 2012

Travis County Expo Center  
7311 Decker Lane  
Austin, TX

Attention: Roger A. El Khoury

RE: AE Dance Project – September 19 – 23, 2013

The City of Austin, a political subdivision as defined by the Texas Labor Code, is self-insured for all workers compensation and employer liability claims. As such, the City provides coverage for its employees as stipulated under the Texas Labor Code, Title 5 Workers' Compensation, Chapter 504. The City's workers' compensation program is administered through a third party administrator and adheres to rules and regulations established by the Texas Workers' Compensation Commission

The City of Austin is also self-insured for all third party liability coverage. As such the City has established a Liability Reserve Fund to pay for claims for which the City is legally liable.

If a third party claim occurs it is reported to the claims investigators in the Law Department for investigation and resolution.

Feel free to call me at (512) 974-3264 if you have additional questions or concerns.

Sincerely,

Carol Vance  
Sr. Risk Analyst  
Human Resources Department  
City of Austin