



Charles W. Eisemann Center
2351 Performance Drive
Richardson, TX 75082
www.eisemanncenter.com
972-744-4600 / Fax: 972-744-5823

Contract

Client/Lessee

Jim Winsor
Plano Community Band
P.O. Box 864441
Plano, TX 75086-4441
USA

Reservation: 7507

Event Name: PCB 2017-2018 Season
Status: Hold
Phone: 214.862.6652
Email Address: "Jim Winsor"
<jr.winsor@gmail.com>,
Event Type: Concert
Event Services Mgr. : Abram Rankin
On-Site Contact: Jim Winsor
Phone: 214.862.6652
Email Address: "Jim Winsor"
<jr.winsor@gmail.com>,

Bookings / Details**Quantity****Price****Amount**

The following is provided as an Estimate of the expenses that may be incurred for the above named event. This Estimate is based on information and details currently available at time of contracting. Estimates for outsourced stagehands are not included. All labor fees are subject to the prevailing rate at the time the Event takes place. This Estimate is subject to change.

Client Building Entrance

North Stage Door

Audience Photo Policy

No Flash Photography

Food/Bev Policy

Drinks Allowed Inside

Intermission

at least 20 minutes -- they are setting the stage between bands

Late Seating Option

Between Pieces Only at Aisle 3

Photographer/Videographer

--photographer in mezz

--Barren Dorf - videographer, also in mezz

Programs

Yes, Return Leftovers to FOH Contact

Monday, February 26, 2018**6:00 PM - 10:30 PM PCB Concert (Shared Space) Leftwich Grand Foyer**

Custom

Activity Item:

9:30 PM End of Show - Meet and Greet Begin

10:00 PM Extended Lobby Hours

10:15 PM Last Call

Bookings / Details**Quantity****Price****Amount**

10:30 PM Lobby Cleared and Locked

Equipment:

Table, Rect., 8'

1

\$5.00

\$5.00

Linen, Internal, Black

1

\$8.00

\$8.00

Table Skirts

1

\$15.00

\$15.00

House Mngmnt, Client Billed :

Flat Rate

1

\$50.00

\$50.00

\$50/hr

Merchandise:

None

1

7:30 PM - 9:00 PM Strike up the Bands (Hold) Hill Performance Hall

Reserved: 5:00 PM - 11:00 PM

Standard (HPH) for 700

Activity Item:

5:00 PM Crew Call / Truck arrive

Audio recorder arrive to set up

5:45 PM Reset Stage for McKinney Band

6:00 PM EC Volunteer Call Time

6:00 PM Musicians Arrive / Rehearsal

6:29 PM Rehearsal End

6:30 PM McKinney Rehearsal

7:00 PM House Opens

7:30 PM Start of Show - McKinney Band

8:00 PM End of Show

8:15 PM Intermission

8:40 PM Act II - Plano

9:30 PM End of Show

10:00 PM End of Call

Dressing Rooms:

Standard per Venue

1

*2 for McKinney**2 for Plano*

Equipment:

Orchestra Shell (HPH)

1

\$450.00

\$450.00

Chairs, Orchestra

76

Music Stand

76

Conductor's Desk

Conductor's Podium, Base

1

Riser Section, Orchestra, 4'x8'

7

\$10.00

\$70.00

*Leg Height: 8"**Leg Height: 16"**4 @ 16"**3 @ 8"*

Wired Microphones (HPH)

1

at lectern

Monitors (HPH)

2

\$15.00

\$30.00

Lectern

1

Fees:

Custodial (HPH)

1

\$300.00

\$300.00

Facility Maintenance

1

\$150.00

\$150.00

Bookings / Details**Quantity****Price****Amount**

Fees, Archival:

Archival (HPH)

1

\$100.00

\$100.00

audio recording and video

Internal Labor:

5:00 PM - 11:00 PM House Tech

House Tech(6 hours @ \$30.00/hr)

1

\$180.00

\$180.00

Parking Detail:

Client Comp Pass

1

Valet

Subject to availability.

Pianos:

7:00 PM - 8:30 PM Use of Piano

Piano, 9' Steinway Concert Grand

1

\$150.00

\$150.00

piano for act I only (McKinney)

Piano Tuning

1

\$150.00

\$150.00

Rent, Hill Performance Hall:

Performance Fee (5pm-11pm) Mon-Thr

1

\$1,500.00

\$1,500.00

Security, Client Billed:

Outsourced Security Payment

1

\$170.00

\$170.00

Ticketing:

Open to Public

1

Subtotal

\$3,328.00

Parking Sales Tax (8.25%)

Grand Total

\$3,328.00

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This Agreement made and entered into by and between the City of Richardson, Texas (the "Lessor") acting by and through its Managing Director of the Charles W. Eisemann Center (the "Manager") and (the "Lessee") acting by and through its authorized representative.

NOW THEREFORE for and in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I PREMISES

1.1 Premises. Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor, the right for Lessee to use and occupy space in the portion(s) of the Charles W. Eisemann Center (the "Center") described above (the "Premises"): Lessor agrees to furnish the Premises to Lessee lighted, heated, cleaned, etc., with its usual scenic and/or stage equipment available, provided that additional charges may be made for special seat set-ups, special electrical and utility services, and special additions or arrangements of the public address and lighting systems. For purposes of this Section the usual set-up for the Theatre is considered to be without the extended stage platforms, with the lower floor seating in place.

1.2 Optional Spaces. The optional spaces will be available for Lessee's use and shall be considered a part of the Premises. Lessor reserves the right to reassign and substitute alternate spaces to facilitate the needs of multiple events occurring within the Center when deemed necessary by the Manager. Lessor shall notify Lessee in advance of any space reassignment. Standard per venue spaces for the Bank of America unless otherwise noted above: Price Green Room, Dressing Room E, Dressing Room F. Standard per venue spaces for the Hill Performance Hall unless otherwise noted above: Wardrup Green Room, Star Dressing Room #1, Star Dressing Room #2, Dressing Room A, Dressing Room B, Dressing Room C, Dressing Room D, Performers Assembly Room.

1.3 Common Areas. Lessee shall have reasonable rights of ingress and egress through the halls, passageways, lobbies and corridors of the Center subject to the terms and conditions of this Agreement. No portion of the sidewalks, ramps, entries, corridors, passageways, vestibules, halls, lobbies, stairways, aisles, driveways, or access to public utilities of the Center shall be obstructed by Lessee or used for any other purpose other than for ingress or egress from the Premises without the prior consent of the Manager. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, fire hose cabinets, corridors, passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Lessee without the prior written consent of the Manager.

ARTICLE II RENT AND CHARGES

2.1 Rent Payment. Lessee shall pay Lessor, without offset or deduction, rent in the amount listed above ("Rent," which also is the "Deposit"), of which amount Fifty Percent (50%) or Five Hundred Dollars and no/100 (\$500.00), whichever is greater (hereinafter defined as the "Initial Deposit"), is to be paid upon Lessee's execution of this Agreement, and the remainder of the Rent, if any, to be paid not less than Thirty (30) day(s) before the date of the very earliest hour at which, under the terms hereof, Lessee is entitled to any right of access to, or use of the Premises. If the invoiced rent is less than Five Hundred Dollars and no/100 (\$500.00), the difference will be applied to the remaining invoice.

2.2 Additional Charges. Lessee further agrees to pay to Lessor on demand any and all sums that may be due Lessor for additional time usage, services, accommodations, equipment or materials. Lessee shall be responsible for payment of all costs related to traffic/police officers, stage labor, custodial and any other services or equipment provided by the Center specifically for the Event. Lessee shall be provided with an itemized invoice for such costs. (See above for cost estimate for the Event.)

2.3 Non-Refundable Deposit. Lessee shall, concurrent with the execution of this Agreement, pay to Lessor a non-refundable deposit, which is the rent, (as noted in Section 2.1) for Lessee's use of the Primary Venue Spaces listed in Section 1.1 above and as itemized above in the Estimate. If the Event is canceled, or the advertised entertainer, performer, or artist for the Event does not perform, the Deposit shall be forfeited to the Lessor as liquidated damages. The Manager may, in the Manager's sole discretion, accept in lieu of the Deposit, a performance bond, in an amount and in a form executed by such surety as the Manager may approve.

2.4 Security Deposit. To secure Lessee's obligation to pay the cost of (a) repair of any damages done to the Premises, furnishings or equipment of the Center, (b) replacement of any damaged or destroyed Center furnishings, equipment, chairs, partitions, portions of the floor, etc., and (c) any Additional Charges for any additional time, services, accommodations, equipment or materials, including but not limited to catering fees, due and payable, Lessee shall provide Lessor a security deposit in an amount determined by the Manager (the "Security Deposit") not later than the date fixed in Section 3.1 for the payment of the remainder of the Rent, by cashier check or cash as determined by the Manager, from which Lessor may deduct the cost of any such repair, replacement and any unpaid Additional Charges due and payable to Lessor, and the remainder of which shall be returned to Lessee. If no such amount is listed above in the Deposit Due Date section, no Security Deposit is required.

2.5 Place of Payment. All Rent and sums of money payable to Lessor hereunder, when and as the same become due and payable shall be paid in lawful money of the United States at the time to Lessor at the office of the Manager at the Center. All unpaid Rent, Additional Charges and sums of money due to Lessor shall bear interest at the greater of the rate of ten percent (10%) per annum or the maximum interest rate permitted by law.

2.6 Credit Application. This Agreement is expressly conditioned upon a satisfactory credit and reference check of Lessee, by Lessor, if required by the Manager.

Credit Application required: ☐ Yes (X) No

ARTICLE III USE OF PREMISES

3.1 Limitation of Use. Lessee may use the Premises for the purpose mentioned above and for no other

Bookings / Details**Quantity****Price****Amount**

purpose without the prior written consent of Manager for the term of use (the "Term") specified above. The Lessee's use of the Premises shall be limited to the time periods stated above, including load-in of equipment, rehearsals, performance(s), and load-out of equipment. Any use of the Premises by Lessee outside of the above stated time periods shall require Lessee to pay Additional Charge(s) as determined by the Manager.

3.2 Compliance with City Regulations and Laws. Lessee, its officers, employees, agents, and contractors (collectively referred to in this Section as "Lessee") shall use the Premises in compliance with all procedures, rules and regulations of the Center ("Center Rules"). Such procedures, rules and regulations are subject to change at the Lessor's sole and absolute discretion. Lessor shall provide Lessee with advance notice of changes in such procedures, rules and regulations that relate to Lessee's use of the Premises. Lessee, at Lessee's sole expense, shall: (a) comply with all laws, ordinances, and regulations of federal, state and municipal authorities having jurisdiction over the Premises; and (b) comply with any directive or order of the Lessor, its Manager, officers, employees and agents.

3.3 As Is Condition. The Premises are being leased "as is" "and "with all faults," and Lessor makes no warranty of any kind, expressed or implied, with respect to the Premises. Without limiting the generality of the preceding sentence, it is expressly agreed that Lessor makes no warranty as to the marketability, habitability or fitness for any particular purpose of the Center.

3.4 Control of Premises. Lessor retains the right to: (a) control the management of the Center; (b) enforce all necessary and proper rules for the management and operation of the Center; and (c) to control the sale or distribution of tickets available from the Center, including restricting the number of tickets that any one person may purchase. Lessor, through its Manager, policemen, firemen, and other representatives, has the right at any time to enter any portion of the Premises to ensure that Lessee is in compliance with the terms of this Agreement and the Center Rules. For security reasons, backstage access shall be restricted to performers, artists, stagehands and official representatives of Lessee designated in writing by Lessee and delivered to the Manager not later than the earliest hour stated above for Lessee's use of the Premises. All other Lessee guests, patrons, invitees and the Event audience are restricted to the Center common areas and the Primary Venue(s) of the Premises under lease to Lessee. Backstage Green Rooms may be used as a private area for receiving Lessee's VIP guests with the prior written approval of the Manager.

3.5 Smoking. Lessee shall not cause or permit anyone to smoke or use tobacco products in the Premises.

3.6 Food and Beverage. Lessee shall not cause or permit any food and beverages in the Hill Performance Hall or the Theatre.

3.7 Firearms/Handguns. Lessee shall not cause or permit any person, including a person licensed by the State of Texas to carry a concealed handgun, to carry or possess a handgun or firearm while on the Premises.

3.8 Lessor Control of Content. Lessor retains the exclusive right to approve any event, exhibition, performance or entertainment that Lessor determines, in the Lessor's sole discretion, is offensive, inappropriate, unsafe or unsuitable. Lessor retains the right to terminate this Agreement without prior notice to Lessee in the event that Lessee's conduct or use of the Premises is determined in Lessor's sole discretion to be offensive, inappropriate, unsafe or unsuitable, or if the Event fails to substantially meet its advertising expectations or claims, or violates Event content or Event restrictions agreed upon by the parties.

3.9 Complimentary Parking. At the discretion of the Manager, a limited number of complimentary and/or reduced fee parking spaces will be available in the Lessor's Garage, or other area facilities as determined by Manager, for official representatives of Lessee. All other parking for patrons and guests will be in adjacent fee-based parking garages or surface lots.

3.10 Concessions & Novelties.

(a) Concessions. Unless otherwise provided herein, Lessor reserves the sole and exclusive right to offer for sale, or to contract with a third party to offer for sale, on, in, or about the Center food, beverages, souvenirs, novelties and merchandise of any type. Any concession rights granted to Lessee in this Agreement is subject to Lessor's existing concessionaire contracts. Lessee, its employees, contractors, invitees, exhibitors, agents, and guests shall not bring any food of any kind, whether prepared or unprepared, or beverages of any kind, including alcoholic beverages into the Center, without the prior written consent of the Manager.

(b) Lessee Approved Concession/Novelties. Lessee shall not sell or offer to sell any tapes, records, CD's,

Bookings / Details**Quantity****Price****Amount**

shirts, souvenirs, merchandise or other novelties, without the prior written approval of Manager. If approved by the Manager, Lessee shall pay to the Lessor a sum equal to Ten percent (10%) of Lessee's gross revenue (the "Concession Revenue"). Lessee shall be responsible for collection and payment of any local, state or federal sales tax for an Approved Concession. If Lessee's Guest Artist(s) and/or other approved vendors sell concessions/novelties, the sum will be fifteen percent (15%). The location, size, and placement of tables and displays for Lessee's Approved Concession shall be determined by the Manager. Lessee shall be required to pay Lessor for the use of any facilities and equipment (i.e. tables, chairs, etc.) supplied by Lessor. Lessee shall pay the Concession Revenue to Lessor at the conclusion of the Event. Lessee shall keep and maintain books, records and other receipts showing the gross revenue from the Approved Concession that may, upon written request, be inspected by the Lessor. Lessee shall not contract with any other party to provide the Approved Concession, or assign the right to provide the Approved Concession to any other party, without the prior written consent of the Manager. In the event of such consent, Lessee shall not be released from the obligation to pay to the Concession Revenue to Lessor.

3.11 Catering. Subject to Section 3.10 above, should Lessee be permitted by Lessor to contract with an outside caterer to serve food and beverage (excluding alcoholic beverages) at a seated banquet, reception, event, or for performers or crew backstage, Lessee shall be required to contract with a caterer from a preferred list of caterers available from the Manager (the "Caterer List"), unless Lessee obtains the prior written consent of the Manager to use another caterer. Lessee shall be responsible for the clean up by the caterer. All areas of the Premises permitted under the terms of this Agreement for catering service must be returned to the same condition it was found prior to Lessee's use thereof. Lessee shall pay Lessor such Additional Charges for use of the catering preparation room, tables, chairs, and room set-up as determined by the Manager.

3.12 Alcoholic Beverages. Any service, sale, possession or use of alcoholic beverages shall comply with the Texas Alcoholic Beverage Code, as amended, and any applicable local law and Center Rules. Lessee shall be required to use Lessor's contracted alcoholic beverage concessionaire for the sale or service of alcoholic beverages.

3.13 This section intentionally left blank.

3.14 This section intentionally left blank.

3.15 This section intentionally left blank.

3.16 Personnel and Services. Lessor reserves the sole and exclusive right to designate and/or approve the contractor(s) to perform certain required and necessary services and functions at the Center, including, but not limited to, ticket sellers, ticket takers, ushers, security, spotlight operators, sound and light system technicians, electricians, valet parking services, emergency and custodial services. If Lessor does not provide or designate a specific contractor for such services, Lessee shall employ or contract for the necessary personnel for such services, subject to the Manager's prior written approval. Any person employed by or under contract with Lessee to provide such services shall at all times maintain a neat, clean appearance and conduct themselves in a polite, courteous, and professional manner. Lessee shall remove and replace any employee, or contractor, that fails to meet such standards immediately upon request from Manager.

3.17 Removal of Disorderly Persons. Lessor retains the right to eject and remove, or cause Lessee to eject or remove, from the Premises any of Lessee's employees, representatives, agents or contractors who are loud, boisterous, unprofessional, disorderly or discourteous, and to eject or remove any person, guest, invitee or patron of Lessee who are loud, boisterous or disorderly from the Center, and Lessee does hereby waive and indemnify and hold harmless Lessor, its agents, officers, employees, representatives and contractors from any and all claims for damages against Lessor, its agents, employees, representatives and contractors arising from such ejection or removal.

3.18 Alterations. Lessee shall not make or permit to be made any alterations, additions, improvements or changes (including painting and decorating) to the Center, or to any equipment or furnishings thereof, without the prior written approval of the Manager. Lessee, at Lessee's cost and expense, shall repair, reconstruct or replace any damaged or destroyed portion of the Center, Center equipment or furnishings, caused by any act or omission of Lessee its employees, agents, representatives, contractors, licensees or invitees including the patrons of the Event or pay to Lessor, the costs of such repair, reconstruction or replacement, as determined by the Manager. The Manager, shall, in Manager's sole discretion, determine whether and to what extent any damage or destruction has occurred, and the reasonable cost of repair, replacement or reconstruction thereof. The Manager shall notify Lessee in writing of such determination, which shall be final unless, within ten (10) days after Lessee's receipt of such determination, Lessee gives written notice to the Manager of Lessee's desire to appeal such determination to the City Manager, stating the specific reasons and grounds upon which Lessee considers the Manager's decision incorrect. No other reasons or

Bookings / Details**Quantity****Price****Amount**

grounds shall be considered by the City Manager other than that stated in the notice of appeal. The decision of the City Manager shall be final.

3.19 Release and Indemnity. The Lessor shall never be liable for any loss, damage, or injury of any kind or character to any person or property arising from any occurrence on or within the Premises. Lessee hereby waives all claims against the Lessor for damage to any property or injury to, or death of any person in or upon the Premises arising at any time from any cause other than the intentional or willful misconduct of Lessor. Lessee, for itself and its agents, employees, representatives, contractors, licensees, concessionaires, invitees, successors and assigns expressly assume all risks of injury or damage to person or property resulting from the condition of the Premises. Lessee agrees to defend, indemnify and hold Lessor, its officers, agents, contractors, invitees and employees, harmless from and against any and all liabilities, damages, claims, lawsuits, judgments, attorneys fees, costs, expenses, and any actions of any kind, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property occurring on, in, or about the Premises or by reason of any other claim whatsoever of any person or party occasioned or alleged to be occasioned by any act or omission on the part of Lessee, its agents, employees, representatives, contractors, invitees, successors or assigns, or by any breach or non-performance by Lessee under this Agreement, except that the indemnity provided for in this Section shall not apply to any liability resulting from the sole negligence of Lessor, its officers, agents, employees, or contractors. In the event of joint and concurrent negligence of the Lessee and Lessor, the responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the Lessor and without waiving any defense of the parties under Texas law. The provisions of this Section 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.

3.20 Continuous Shows/Intermissions. Lessee shall provide intermissions of up to twenty (20) minutes each in duration if the Event is of a continuous duration of more than two hours, when required by the Manager.

3.21 Advance Opening. Unless otherwise approved in writing by the Manager, if Lessee stages a public performance, the doors for the Event shall be unlocked and unfastened at least one hour prior to the first official hour of the Event, and shall be open no later than one half hour in advance of the Event (or earlier if deemed necessary by the Manager). Lessee shall provide sufficient personnel to supervise the opening.

3.22 Abandoned Property. Lessor reserves the right and Lessee does hereby agree that Lessor may store, dispose of or remove at Lessee's risk and expense, any Lessee property left in the Premises after the termination of this Agreement; and Lessor shall not be liable in any way to Lessee on account of such action. Lessee shall be liable for all costs and expenses incurred by Lessor in such disposition, including reasonable charges for storage.

3.23 Care of Premises. Lessee, at Lessee's own cost and expense, shall at all times during the term of this Agreement, keep and maintain the Premises in a good state of repair, reasonable wear and tear excepted. Upon termination, Lessee shall surrender and deliver the Premises to Lessor in as good a state of repair and condition as the Premises were in when Lessor delivered possession of the Premises to Lessee, reasonable wear and tear excepted, and damage by fire, tornado or other casualty. If Lessee fails to maintain the Premises in a good state of repair the Lessor may enter the Premises without causing termination of this Agreement or an interference of Lessee's possession of the Premises, and do all things necessary to restore the Premises to a good state of repair, and charge all costs and expenses thereof to Lessee.

ARTICLE IV MISCELLANEOUS

4.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral, or any other agreements between the parties with respect to this subject matter.

4.2 Assignment. The Lessee may not assign this Agreement without the prior written consent of Lessor. In the event of an assignment by the Lessee to which the Lessor has consented, the assignee shall agree in writing with the Lessor to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

4.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

4.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

4.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

4.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.7 Independent Contractor. It is understood and agreed by and between the parties that the Lessee in satisfying the conditions of this Agreement, is acting independently, and that the Lessor assumes no responsibility or liabilities to any third party in connection with these actions.

4.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Lessor:

With Copy to:

Attn: Managing Director
Charles W. Eisemann Center
2351 Performance Drive
Richardson, Texas 75082
PHONE: (972) 744-4600
FAX: (972) 744-5823
FAX: (214) 965-0010

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
PHONE: (214) 965-9900

If intended for Lessee:

Client/Lessee Information above

If more than one Lessee is named in this Agreement, service of any notice on any one of the Lessees shall be deemed service on all of Lessees.

4.9 Insurance.

(a) Lessee shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Lessee's lease of the Premises with a minimum combined single limit of not less than \$1 Million Dollars per occurrence for injury to persons (including death), and for property damage with an aggregate of not less than \$2 Million Dollars; (2) a policy of comprehensive general liability (public) insurance with a minimum combined single limit of not less than \$1 Million Dollars per occurrence with an aggregate of not less than \$2 Million Dollars; (3) policy of automobile liability insurance covering any vehicles owned and/or operated by Lessee, its officers, agents, and employees with a minimum of \$1 Million Dollars combined single limit.; and (4) statutory Worker's Compensation Insurance covering Lessee's employees.

(b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the Lessor, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the Lessor for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the Lessor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance evidencing the required insurance shall be submitted no later than thirty (30) days prior to the occupancy of the Premises.

(e) Without limiting any of the other obligations or liabilities of Lessee, Lessee shall require its Subcontractors, at the Subcontractor's own expense, to maintain during the term of this Agreement, the required insurance including the required certificate and policy conditions as stated above. As an alternative, the Lessee may include its Subcontractors as additional insureds on the required insurance coverage. In such event Lessee's certificate of insurance shall include the Subcontractors as additional insureds.

(f) Lessee shall obtain copies of the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Lessee must retain the certificates of insurance for the duration of the Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractors. Lessor shall be entitled, upon request and without expense, to receive copies of these certificates.

(g) If Lessee purchases a TULIP insurance policy through Lessor, said policy shall satisfy Lessee's insurance requirements for the above named event.

4.10 Audits and Records. The Lessee agrees that during the term hereof the Lessor and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Lessee's records relating to the Event and the Approved Concession, if any, including but not limited to, contracts, expenses, invoices, payroll records, records of personnel and any other data relating to all matters covered by this Agreement and for a period of one year following the expiration of the Agreement or date of termination if sooner.

4.11 Conflicts of Interests. The Lessee represents that no official or employee of the Lessor has any direct or indirect pecuniary interest in this Agreement.

4.12 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. A waiver shall not constitute a waiver of such in the future unless said waiver is also made for future occurrences in writing signed by the waiving party.

4.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

4.14 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

4.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

4.16 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.17 Recitals. The recitals to this Agreement are incorporated herein.

4.18 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

4.19 Exhibits. All addendums and exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

4.20 Copyright Compliance and Indemnification. Lessee agrees to comply with all State and Federal Copyright Laws and any applicable patent, trademark or intellectual property laws or regulations including, but not limited to, the consent, permission or license to use, publish, reproduce, display, transmit or broadcast such intellectual property and the payment of any royalty, license fee or other fee for the use of such intellectual property during Lessee's Event; and does hereby agree to defend, indemnify and hold harmless the Lessor, its officers, agents, employees and contractors, from and against any and all claims, damages, causes of action of any kind whatsoever, statutory or

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otherwise, personal injuries, property damage, lawsuits and judgments, including court costs, expenses and attorneys fees directly or indirectly resulting from any claim of patent, copyright, trademark or intellectual property right violation or infringement, or arising out of, or occasioned by the Lessee's use, reuse, transmission, publication, display, exhibition or broadcast of any intellectual property. Lessee understands and agrees that it is responsible for securing any and all releases by and from any artists and or performers; and for the report and payment of any music licensing fees (e.g., ASCAP, BMI) that may be required by law.

4.21 Audio/Video Recording Prohibited. Lessee shall not record, photograph, video tape, film any event, performance, exhibition by means of photographic equipment, cameras, motion picture, portraits, video, computers, magnetic tape, film, wire, disc, audio/visual cartridge, sound recordings, and other techniques and media now known or later devised, without the prior written consent of the Manager. The Lessor reserves the right to confiscate any such equipment or devices to be returned (without the film or recording media) following the event, exhibition or performance. Lessor reserves all ownership, rights and privileges for all television, radio, internet and other media transmission or broadcast from or at the Center.

4.22 Radio and Television Broadcasts. Lessee shall not transmit or broadcast nor permit anyone to transmit or broadcast from the Premises a description of any part of the Event by means of radio, television, cable, video, camera, internet or other method of transmission of audio or visual reports without the prior written consent of the Manager.

4.23 Events of Default. The following events shall be deemed to be events of default by Lessee under this Agreement:

- (a) Lessee shall fail to pay any installment of the Rent or Additional Charges when due, or any other payment of reimbursement to Lessor required herein due;
- (b) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- (c) Lessee attempts to assign this Agreement without the prior written consent of Lessor;
- (d) Lessee shall abandon or vacate any substantial portion of the Premises; or
- (e) Lessee shall fail to comply with any term, provision or covenant of this Agreement.

4.24 Remedies.

(a) Upon the occurrence of any Event of Default, Lessor shall have the option to pursue any one of the following remedies upon twenty-four (24) hour written notice to Lessee:

(i) Terminate this Agreement, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails so to do, Lessor shall have the right, without notice and without resorting to legal process, to enter upon and take possession of the Premises and expel or remove Lessee and its effects, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination.

(ii) Enter upon and take possession of the Premises without terminating the Agreement and without being liable for prosecution or any claim for damages therefore, and if Lessor elects, relet the Premises on such terms as Lessor deems advisable, in which event Lessee shall pay to Lessor on demand the cost of repossession and repair and any deficiency between the Rent and Additional Charges payable hereunder and the rent and Additional Charges under such reletting; provided, however, Lessee shall not be entitled to any excess payments received by Lessor from such reletting.

(iii) Enter upon the Premises, without terminating the Agreement and without being liable for prosecution or any claim for damages therefore, and maintain the Premises and repair or replace any damage thereto or do anything for which Lessee is responsible hereunder. Lessee shall reimburse Lessor on demand for any expenses which Lessor incurs in thus effecting Lessee's compliance under this Agreement, and Lessor shall not be liable to Lessee for any damages with respect thereto.

(b) The rights granted to Lessor in this Section shall be cumulative of every other right or remedy provided in this Agreement or which Lessor may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of rent or damages accruing to Lessor by reason of any Event of Default under this Agreement. Lessee agrees to pay to Lessor all costs and expenses incurred by Lessor in the enforcement of this

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Agreement, including all attorneys' fees incurred in connection with the collection of any sums due hereunder or the enforcement of any right or remedy of Lessor.

4.25 Casualty. If, during the Term of this Agreement, the Center is wholly or partially destroyed or damaged by fire, or any other casualty whatsoever (collectively called a "Casualty"), this Agreement shall terminate, and Lessee hereby waives any claim against Lessor for damages by reason of such termination.

4.26 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by a party (other than payment by Lessee of amounts due under this Agreement), such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to force majeure, which term shall include strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of such party.

4.27 Joint and Several Liability. If more than one party executes this Agreement as Lessee, each party's obligations under this Agreement, are joint and several.

EXECUTED this _____ day of _____, 2018.

LESSOR
CITY OF RICHARDSON, TEXAS

By: _____
Bruce C. MacPherson
Managing Director
Charles W. Eisemann Center

EXECUTED this _____ day of _____, 2018.

LESSEE

By: _____

Name: _____
(Please Print)

Title: _____

Organization: _____

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(Please Print)

(NT-NP)