

SPECIAL CALL

AGENDA

SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY

MARCH 12, 2024 AT 10:30 AM

COMMISSION CHAMBERS AT CITY HALL

16 WEST 9TH STREET

SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF QUORUM

1. Discussion and consideration of a License Agreement between Global Spectrum, L.P., as agent on behalf of the City of Shawnee, Oklahoma/The Heart of Oklahoma Exposition Center and Shawnee Civic and Cultural Development Authority regarding the 2024 International Finals Youth Rodeo. *(Deferred from the February 15, 2024 Shawnee Civic and Cultural Development Authority meeting.)*
2. Adjournment

Respectfully submitted,



Kacie Eck, CMC

Senior Deputy City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)



## LICENSE AGREEMENT

|                                                                                                                                                                                               |                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Licensee's Name:</b> IPRA/SCCDA/IFYR                                                                                                                                                       | <b>Facility ("Facility"):</b> Heart of Oklahoma Expo Center<br>1700 W Independence St, Shawnee, OK 74804 |
| <b>Licensee's Address:</b> dale@iprarodeo.com                                                                                                                                                 |                                                                                                          |
| <b>Contact Person Name:</b> Dale Yerigan/IPRA<br>Randy Gilbert/SCCDA/IFYR                                                                                                                     | <b>Date(s)/Times(s) of use ("Term"):</b> July <del>6-13</del> <u>5-12</u> , 2024                         |
| <b>Contact Person Phone #:</b> 918.630.3786 (Dale)<br>405.205.7261 (Randy)                                                                                                                    | <b>Expected attendance:</b> 2,000                                                                        |
| <b>Area(s) of Facility that Licensee may use ("Licensed Areas"):</b> Entire Facility                                                                                                          |                                                                                                          |
| <b>Description of event to be held ("Event"):</b> International Finals Youth Rodeo                                                                                                            |                                                                                                          |
| <b>Deposit amount &amp; due date:</b> If there is a remaining balance from the previous year, it must be paid by the SC&CDA/IFYR prior to anyone moving onto the venue grounds for the event. |                                                                                                          |
| <b>Fees:</b> As prescribed in the Specific Terms below.                                                                                                                                       |                                                                                                          |
| <b>Fee due dates:</b> As prescribed in the Specific Terms below.                                                                                                                              |                                                                                                          |

### Specific Terms

The parties agree to the following:

- The Heart of Oklahoma Expo Center (Expo), as a venue, will be provided to host the IFYR free of rent for up to seven days per the Management Agreement of the Venue with the City of Shawnee.
- The Expo will provide staff throughout the Event in appropriate departments, including the Conference Center Office and Operations. Those labor costs will be covered by the Expo.
  - Unexpected excessive overtime and/or requests for temporary help during the event will be charged to the SC&CDA/IFYR and will be due within thirty days of invoicing.
- Current Expo RV guests are allowed to remain. The number of taken spots is generally ~~25-30~~15-20.
  - The location of already occupied RV spots will be exchanged during the discussion of the ~~preliminary~~ audit for RV sites on July 5, 2024.
- The SC&CDA/IFYR and/or its affiliates will provide volunteers for the coordination of RV sites and stall assignments but agrees to pay the Expo \$~~25~~150.00 per RV site ~~per night~~ for the duration of the event.
  - ~~A preliminary~~The audit for RV sites will be due on July 5, 2024, at 4 PM.

~~• A final audit for RV sites will be due July 10, 2024, by 5 PM with any outstanding balance due on receipt.~~

- A \$~~100~~ 25.00 fee per stall will be assessed for all stalls set up ~~by~~ at the Expo ~~staff~~ for the event.
- Any damages sustained to Expo property, such as back-over water hydrants, requiring a third-party contractor to repair will be billed back to the SC&CDA/IFYR and are due within thirty days.
- Expo staff will be responsible for coordination of needed additional trash receptacles and dumpsters.
- The Expo will hire third-party janitorial staff to be present during the event. The Expo will cover the cost of the third-party janitorial staff.
- All food vendors will be coordinated through the Expo and all transactions will take place through the Expo. This will include receipt of the revenue generated by these vendors.
- Expo staff will work with Dale Yerigan/IPRA to discuss the layout and/or set up with an initial walk-through taking place on or before March 16, 2024.
- Expo staff will work with Dale Yerigan/IPRA to properly construct the layout and/or set up with a final walk-through taking place on or before July 3, 2024.
- Dale Yerigan/IPRA will be provided an RV site free of charge prior and during the event, plus 10 additional sites for sponsor fulfillment.
- Dale Yerigan/IPRA is responsible for obtaining, securing, and renewing IFYR Sponsorships and program ads for the 2024 event.
- The IFYR will provide all services traditionally outsourced by the SC&CDA as in years past. Those services include but are not limited to:
  - Arrange for all necessary rodeo stock;
  - Provide or arrange for all properly qualified personnel, including volunteers, in numbers necessary for the operation of a major rodeo;
  - Obtain all necessary approvals and insurance; the Expo requires a two million dollar minimum; and ensure IFYR participants have appropriate membership or permit to participate in the IFYR and qualify for coverage under the IPRA's participant insurance policy;
  - Assume responsibility for communications between the SC&CDA, the Expo, and the IFYR participants regarding rules of the Expo and the IFYR;
  - General event accounting;
  - All marketing related to the event including onsite;
  - Any necessary IT equipment needs;
  - Ticketing, security, and medical staffing; and
  - Financial and resource allocations are described below.
- The IFYR will also provide the following services:
  - RV Area Monitors – to prevent horses from entering the RV area and to ensure that RV related trash is disposed of properly into the provided dumpsters.
  - Barn Area Monitors – to check for and quickly address leaky hoses, discarded shavings piles, and other items that are out of order in the barns.

- Provide all necessary tools and equipment, including a tractor for the roping pen.
- The SC&CDA will continue to cover traditionally expensed items, services, and costs, including equipment rentals required by the event, event specific building, ground and office supplies, and maintenance. Temporary labor (outside of third-party janitorial staff) will also be covered by the SC&CDA/IFYR.
- SC&CDA/IFYR will be responsible for acquisition of and payment for other expenses including but not limited to awards, advertising, photography, and payoffs, as well as shavings, bedding hay, and ice. The resulting revenue will also belong to the SC&CDA/IFYR.
- The SC&CDA/IFYR will compile a list of volunteers who are in possession of keys from the 2023 IFYR event. The Expo will maintain a check-out list for 2024 IFYR keys. The SC&CDA/IFYR agrees to use the 2023 keys again and return them, as well as any new keys at the end of the event.
  - The cost to rekey the facility exceeds \$5,000. If all keys are not returned at the end of the event, the Expo will invoice for rekeying of the facility.
- The SC&CDA/IFYR agrees to provide the Expo the requested amount of staff and vendor admittance/access badges for access to the grounds and different areas during the Event.

Anything requested of the Expo beyond services listed in this Agreement shall be submitted in writing and must be approved by both partners. Other than food vendors, the SC&CDA/IFYR will maintain full authority and responsibility to enter into contracts for this event. Neither Expo nor City of Shawnee's accounts will be used.

### **Exclusivity**

The Expo may already have, or may in the future, enter into exclusivity agreements with suppliers of certain products, which grants exclusive rights to that supplier to have their product sold and advertised at the Expo. The SC&CDA/IFYR and any affiliates acting on their behalf agree to be bound by any such agreement and not to engage in such conduct that conflicts with any such contracts.

### **Transfer**

Should there be a transfer of ownership/management, this agreement is transferable to the entity that acquires ownership/management of the International Finals Youth Rodeo.

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### **General Terms**

This License Agreement ("Agreement") is between Global Spectrum, L.P., a Delaware limited partnership, as agent on behalf of City of Shawnee, Oklahoma / Heart of Oklahoma Expo Center ("Venue"), and the licensee listed above ("Licensee"). Venue and Licensee agree as follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, Venue grants Licensee a limited license to enter the Facility and access the Licensed Areas during the Term for the purpose of holding the Event. The Term may not be extended without the Venue's prior written approval and any approved extension may result in additional fees.

2. Duties of the Venue. The Venue shall, at Licensee's sole cost, provide (or cause to be provided) personnel necessary to set-up and take-down the Event, security personnel and other necessary support services customarily provided by the Venue for a like event, and additional items, equipment, personnel and services which Licensee requests to be provided in connection with the Event and which the Venue is reasonably able to provide, such as personnel necessary for production requirements, and lighting and/or sound equipment, all of which shall be subject to the approval of the Venue. Food and beverage is not included in Fees and must be purchased separately from the food and beverage concessionaire for the Facility and from no other party.

3. Fees. Licensee shall pay the Venue the Fee prior to the Event by no later than the due date set forth above. Following the Event, the Venue shall determine its actual costs incurred in connection with Licensee's use. In the event such actual costs are less than the estimated costs paid by Licensee, the Venue shall reimburse Licensee the difference, and if such actual costs are greater, Licensee shall promptly pay Venue the difference. In the event Licensee fails to make any payment when due, interest shall accrue at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less. The form of payment shall be money order, wire transfer, or certified check, unless agreed to otherwise by the Venue.

4. Non-Refundable Deposit. A non-refundable deposit in the amount set forth above is payable to the Venue upon execution of this Agreement. Such deposit shall be credited to the Fee. Licensee shall not be entitled to the payment of any interest on the deposit. This deposit is non-refundable without regard to whether Licensee uses the Facility, unless such non-use is due to an Event of Force Majeure or due to a termination of this Agreement by Licensee under Section 8.

5. Licenses & Permits. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals required under applicable laws in connection with its use of the Facility for the Event, including, without limitation, any permits required by the fire department or licenses required by any performance rights organizations for music utilized in the Event.

6. Indemnification & Release of Liability. Licensee hereby agrees to indemnify, defend, save and hold harmless the Venue, Global Spectrum, L.P., Ovations Food Services, L.P., the owner of the Facility, and any other present or future lender providing financing to the owner of the Facility in connection with the construction or operation of the Facility, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Facility by Licensee, during the Term or any other time while the Facility (or any part thereof) is used by or are under the control of Licensee, which shall include any and all COVID-19 related Claims or Costs asserted or alleged against Indemnitees arising out of the Event. Licensee shall be obligated to indemnify, defense, save and hold harmless Indemnitees for COVID-19 related Claims or Costs regardless of whether the Venue is alleged to have been negligent, in whole or in part. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against the Venue, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the state where the Facility is located. The Venue makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Facility for any aspect of Licensee's intended use. Licensee further agrees that the Facility is being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or

implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee agrees that all of its property or property of others in or on the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee hereby waives and releases the Venue and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

7. Insurance.

a. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names the Venue as a named insured, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to Licensee shall be primary to and not contributory with any insurance coverage or self-insured program of the Venue or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Licensee. Licensee shall also cause the required policy to be endorsed to include the Indemnitees as additional insureds. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Indemnitees hereunder.

b. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

c. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement), shall provide to the Venue evidence of the insurance required. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to the Venue. All insurance policies shall be issued by insurance companies rated state or commonwealth where the Venue is located or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

d. The Venue shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by the Venue. Licensee's failure to maintain the insurance required herein may, at the sole discretion of the Venue, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY THE VENUE, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY THE VENUE TO LICENSEE, AND THE VENUE SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY THE VENUE BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

e. In the event that Licensee fails to procure and present the aforesaid insurance, the Venue shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee due and payable hereunder.

8. Termination. If either party fails to comply with any of the terms and conditions of this Agreement (including without limitation failure by Licensee to make any payment when due) and such failure is not remedied within 10 days of its receipt of written notice regarding such failure, the other party may terminate this Agreement by written notice, without prejudice to any other legal rights or remedies such other party may have. Notwithstanding the foregoing, in no event shall the Venue be liable for any special, consequential, indirect, or punitive damages.

9. Compliance with Laws and Facility Rules. Licensee shall comply with, and shall cause all of its employees, contractors, participants and invitees to comply with, all laws, regulations, and ordinances applicable to it in

connection with its performance under this Agreement as well as all rules and regulations regarding the use of the Facility ("Compliance Obligations"). These Compliance Obligations include, without limitation, compliance with all laws, regulations, ordinances and Facility rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by the Venue to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to the Venue in accordance with Section 3.

**10. Use of the Facility.**

a. Licensee shall not, without the Venue's prior written consent, sell or bring into the Facility any equipment, food or beverages or any other items, or engage in any commercial or fund raising activity.

b. Licensee shall use the Facility in a safe and careful manner. Licensee shall not (and shall ensure that its employees, agents and contractors do not) mar, deface or injure any part of the Facility. Upon expiration of the Term, Licensee shall deliver the Facility in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted. Licensee must fully comply with the fire code of the jurisdiction where the Facility is located and all rules and standards of the local fire department, which may require securing a license or permit to conduct certain activities contemplated under this Agreement. Use of combustible material is forbidden. Licensee shall not (and shall ensure that its employees, agents and contractors do not) cover or conceal in any manner whatsoever from public view or access the fire-fighting equipment in the Facility, such as fire extinguishers and fire hose cabinets and exits.

c. The use of the Facility shall be coordinated with a designated representative of the Venue, who shall have the right to be present at and supervise Licensee's activities. Licensee shall follow any and all reasonable instructions of the Venue's representative. The Venue does not relinquish the right to control the management of the Facility by virtue of Licensee's use. The Venue shall at all times have the right to limit the number of people attending the Event for the purpose of ensuring the safety of people and property at the Facility. If, in the sole judgment of the Venue, Licensee's or its guests' or invitees' use of the Facility poses a danger to the safety of others, or a risk of damage to the Facility or any property, the Venue may eject people from the Facility as it sees fit, restrict Licensee's activities at the Facility or time period of use, and/or cancel the Event and terminate this Agreement.

**11. Force Majeure.** Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure shall render the fulfillment of this Agreement by the Venue impracticable, this Agreement shall terminate and the Venue shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, the Venue shall return the deposit to Licensee, less any out-of-pocket costs incurred by the Venue in connection with the Event (for which Licensee shall remain liable). Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of the preceding two sentences, neither the Venue nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the deposit, which is nonrefundable. "Event of Force Majeure" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, act of God, strike, lockout or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

**12. Notices.** All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to the addresses set forth above. A copy of any notices sent to the Venue shall also be sent to: Spectra, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department.

**13. Governing Law and Venue.** This Agreement is governed by and is to be construed in accordance with the

internal laws of state or commonwealth where the Facility is located, without regard to such state's or commonwealth's conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, or acts of the parties hereunder shall be brought in the federal or state courts located in the city or county where the Facility is located, and the parties submit to the exclusive jurisdiction of those courts and consent to the venue in those courts.

14. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by both parties. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. Licensee shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Venue. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

Global Spectrum, L.P.,  
as agent on behalf of the  
City of Shawnee, Oklahoma  
Heart of Oklahoma Expo Center

Licensee:

Licensee:

By:

By:

By:

Name:

Name:

Name:

Title:

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Date:

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## LICENSE AGREEMENT

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2. Duties of the Venue. The Venue shall, at Licensee's sole cost, provide (or cause to be provided) personnel necessary to set-up and take-down the Event, security personnel and other necessary support services

customarily provided by the Venue for a like event, and additional items, equipment, personnel and services which Licensee requests to be provided in connection with the Event and which the Venue is reasonably able to provide, such as personnel necessary for production requirements, and lighting and/or sound equipment, all of which shall be subject to the approval of the Venue. Food and beverage is not included in Fees and must be purchased separately from the food and beverage concessionaire for the Facility and from no other party.

3. Fees. Licensee shall pay the Venue the Fee prior to the Event by no later than the due date set forth above. Following the Event, the Venue shall determine its actual costs incurred in connection with Licensee's use. In the event such actual costs are less than the estimated costs paid by Licensee, the Venue shall reimburse Licensee the difference, and if such actual costs are greater, Licensee shall promptly pay Venue the difference. In the event Licensee fails to make any payment when due, interest shall accrue at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less. The form of payment shall be money order, wire transfer, or certified check, unless agreed to otherwise by the Venue.

4. Non-Refundable Deposit. A non-refundable deposit in the amount set forth above is payable to the Venue upon execution of this Agreement. Such deposit shall be credited to the Fee. Licensee shall not be entitled to the payment of any interest on the deposit. This deposit is non-refundable without regard to whether Licensee uses the Facility, unless such non-use is due to an Event of Force Majeure or due to a termination of this Agreement by Licensee under Section 8.

5. Licenses & Permits. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals required under applicable laws in connection with its use of the Facility for the Event, including, without limitation, any permits required by the fire department or licenses required by any performance rights organizations for music utilized in the Event.

6. Indemnification & Release of Liability. Licensee hereby agrees to indemnify, defend, save and hold harmless the Venue, Global Spectrum, L.P., Ovations Food Services, L.P., the owner of the Facility, and any other present or future lender providing financing to the owner of the Facility in connection with the construction or operation of the Facility, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Facility by Licensee, during the Term or any other time while the Facility (or any part thereof) is used by or are under the control of Licensee, which shall include any and all COVID-19 related Claims or Costs asserted or alleged against Indemnitees arising out of the Event. Licensee shall be obligated to indemnify, defense, save and hold harmless Indemnitees for COVID-19 related Claims or Costs regardless of whether the Venue is alleged to have been negligent, in whole or in part. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against the Venue, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the state where the Facility is located. The Venue makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Facility for any aspect of Licensee's intended use. Licensee further agrees that the Facility is being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee agrees that all of its property or property of others in or on the Facility shall be used and/or stored in the Facility at the sole

risk of Licensee, and Licensee hereby waives and releases the Venue and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

7. Insurance.

a. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names the Venue as a named insured, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to Licensee shall be primary to and not contributory with any insurance coverage or self-insured program of the Venue or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Licensee. Licensee shall also cause the required policy to be endorsed to include the Indemnitees as additional insureds. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Indemnitees hereunder.

b. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

c. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement), shall provide to the Venue evidence of the insurance required. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to the Venue. All insurance policies shall be issued by insurance companies rated state or commonwealth where the Venue is located or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

d. The Venue shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by the Venue. Licensee's failure to maintain the insurance required herein may, at the sole discretion of the Venue, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY THE VENUE, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY THE VENUE TO LICENSEE, AND THE VENUE SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY THE VENUE BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

e. In the event that Licensee fails to procure and present the aforesaid insurance, the Venue shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee due and payable hereunder.

8. Termination. If either party fails to comply with any of the terms and conditions of this Agreement (including without limitation failure by Licensee to make any payment when due) and such failure is not remedied within 10 days of its receipt of written notice regarding such failure, the other party may terminate this Agreement by written notice, without prejudice to any other legal rights or remedies such other party may have. Notwithstanding the foregoing, in no event shall the Venue be liable for any special, consequential, indirect, or punitive damages.

9. Compliance with Laws and Facility Rules. Licensee shall comply with, and shall cause all of its employees, contractors, participants and invitees to comply with, all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all rules and regulations regarding the use of the Facility ("Compliance Obligations"). These Compliance Obligations include, without limitation, compliance

with all laws, regulations, ordinances and Facility rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by the Venue to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to the Venue in accordance with Section 3.

10. Use of the Facility.

a. Licensee shall not, without the Venue's prior written consent, sell or bring into the Facility any equipment, food or beverages or any other items, or engage in any commercial or fund raising activity.

b. Licensee shall use the Facility in a safe and careful manner. Licensee shall not (and shall ensure that its employees, agents and contractors do not) mar, deface or injure any part of the Facility. Upon expiration of the Term, Licensee shall deliver the Facility in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted. Licensee must fully comply with the fire code of the jurisdiction where the Facility is located and all rules and standards of the local fire department, which may require securing a license or permit to conduct certain activities contemplated under this Agreement. Use of combustible material is forbidden. Licensee shall not (and shall ensure that its employees, agents and contractors do not) cover or conceal in any manner whatsoever from public view or access the fire-fighting equipment in the Facility, such as fire extinguishers and fire hose cabinets and exits.

c. The use of the Facility shall be coordinated with a designated representative of the Venue, who shall have the right to be present at and supervise Licensee's activities. Licensee shall follow any and all reasonable instructions of the Venue's representative. The Venue does not relinquish the right to control the management of the Facility by virtue of Licensee's use. The Venue shall at all times have the right to limit the number of people attending the Event for the purpose of ensuring the safety of people and property at the Facility. If, in the sole judgment of the Venue, Licensee's or its guests' or invitees' use of the Facility poses a danger to the safety of others, or a risk of damage to the Facility or any property, the Venue may eject people from the Facility as it sees fit, restrict Licensee's activities at the Facility or time period of use, and/or cancel the Event and terminate this Agreement.

11. Force Majeure. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure shall render the fulfillment of this Agreement by the Venue impracticable, this Agreement shall terminate and the Venue shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, the Venue shall return the deposit to Licensee, less any out-of-pocket costs incurred by the Venue in connection with the Event (for which Licensee shall remain liable). Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of the preceding two sentences, neither the Venue nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the deposit, which is nonrefundable. "Event of Force Majeure" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, act of God, strike, lockout or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

12. Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to the addresses set forth above. A copy of any notices sent to the Venue shall also be sent to: Spectra, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department.

13. Governing Law and Venue. This Agreement is governed by and is to be construed in accordance with the internal laws of state or commonwealth where the Facility is located, without regard to such state's or commonwealth's conflict of laws principles. Any action arising out of or in connection with this Agreement or

the conduct, or acts of the parties hereunder shall be brought in the federal or state courts located in the city or county where the Facility is located, and the parties submit to the exclusive jurisdiction of those courts and consent to the venue in those courts.

14. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by both parties. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. Licensee shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Venue. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

Global Spectrum, L.P.,  
as agent on behalf of the  
City of Shawnee, Oklahoma  
Heart of Oklahoma Expo Center

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