



EVENT SERVICES AGREEMENT

This Agreement is made by and between the City of Lewisville, Texas (the “City”) and Journey To Dream (the “Organization”) regarding the City’s co-sponsorship of **Karaoke for a Cause** (the “Event”), which will be held in Wayne Ferguson Plaza on Saturday, November 3, 2018, and provides the following terms and conditions:

A. Journey To Dream agrees to:

1. Hold the Event on the above date, said Event to consist of a public karaoke event in Wayne Ferguson Plaza used as a fundraiser for Kyle’s Place teen homeless shelter and programs.
2. Coordinate volunteers operating the event in such a manner that City staff is not required other than in the roles described in Section B below. This shall include using volunteers to police the Plaza after the event, removing all trash and debris or placing it in trash cans available on site.
3. Work with City staff to complete a Special Events Permit application no later than 60 calendar days in advance of the Event date.
4. Comply with all requirements of the City’s Wayne Ferguson Plaza Facility Guidelines, attached hereto as **Exhibit A**.
5. List the City of Lewisville as an event co-sponsor on any printed or electronic marketing materials developed for the Event, including social media posts.
6. Refer to the Event location in all marketing materials as “Wayne Ferguson Plaza in Lewisville” or “Lewisville, Texas” or “Old Town Lewisville” or “Main & Mill Entertainment District in Lewisville” or some pre-approved combination of those names.
7. To the extent possible, take reasonable steps to use Lewisville merchants when making purchases or hiring services related to conducting the Event.

B. The City agrees to:

1. Act as a co-sponsor of the Event.

2. Assist the Organization in completing a Special Events Permit application no later than 60 calendar days in advance of the Event date, and oversee the process of obtaining the permit.
 3. Waive any special event fees and facility or equipment rental fees that otherwise would be associated with producing the Event.
 4. Promote the Event through currently available outlets including, but not limited to, electronic newsletter, City cable channel, City online outlets, digital billboards, Old Town posters, and media releases. This will be done at no cost to the Organization, with all marketing-related decisions being made at the sole discretion of the City.
 5. Provide, at no cost to the Organization, an outdoor sound system to be used in Wayne Ferguson Plaza and one City employee to set up, monitor use of, and remove said sound system.
- C. **COMPENSATION AND EXPENSES.** There is no compensation provided by either party to either party under the terms of this Agreement. Each party is solely responsible for any expenses it incurs in connection with the Event.
- D. **SPONSORS.** The Organization is authorized to solicit, and accept payment from, sponsors for the Event according to the following terms:
1. Sponsors shall be suitable for the theme and audience of the Event and of Wayne Ferguson Plaza. All reasonable efforts will be made to exclude potential sponsors that might negatively impact the reputation or public perception of the City, Old Town Lewisville, Wayne Ferguson Plaza, or the Main & Mill Entertainment District.
 2. The City retains all rights to ongoing sponsorships of Wayne Ferguson Plaza or facilities contained within the Plaza, including the stage. The Organization shall not recruit sponsors for the Event that conflict with said ongoing sponsors without written approval in advance from the City.
 3. If the City is approached by a potential sponsor for the Event, the City shall refer the potential sponsor to the Organization and allow the Organization to handle all negotiations and agreements.
 4. The Organization shall retain all payments received from Event sponsors, with said proceeds benefitting Kyle's Place teen homeless shelter and services.
- E. **TERM.** The term of this Agreement will be from Effective Date to November 9, 2018, and will include all services needed to conduct and review the Event being held on November 3, 2018.
- It is understood by both parties that this Agreement is for the Event on November 3, 2018, only and creates no future obligation.**
- F. **INSURANCE.** The Organization agrees to maintain insurance throughout the term of the contract, in accordance with **Exhibit B**. All Certificates of Insurance shall be kept current and

shall be forwarded to the Purchasing Division of the City by cover letter from the Organization. Insurance certificate must be received and approved prior to Event date. The Organization shall also review and forward certificates covering sub-contractors or vendors, if any.

- G. **INDEMNIFICATION. THE ORGANIZATION DOES HEREBY AGREE TO INDEMNIFY THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND SERVANTS FROM AND AGAINST ALL CLAIMS AND SUITS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), AND/OR PROPERTY DAMAGES, LOSSES, AND EXPENSES, INCLUDING COSTS AND ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE EVENT, INCLUDING ALL SUCH CAUSES OR ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, BASED ON WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS ON THE PART OF THE ORGANIZATION, ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS, LICENSEES, INVITEES, AND/OR SUBCONTRACTORS WHETHER OR NOT SUCH CLAIMS ARE BASED IN WHOLE OR IN PART UPON THE NEGLIGENT ACTS OR OMISSIONS OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND SERVANTS.**
- H. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- I. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- J. **PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Organization shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Organization's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- K. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Organization shall submit a declaration signed under penalty of perjury of the

laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Organization shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Organization and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Organization if the City determines that (a) the Organization or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Organization fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Organization or its Subcontractors fail to timely notify the City of an IRCA violation.

- L. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. **Organization** will be required to certify compliance, if applicable.
- M. **SUCCESSORS AND ASSIGNS.** The City and Organization each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Organization shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Organization.
- N. **DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

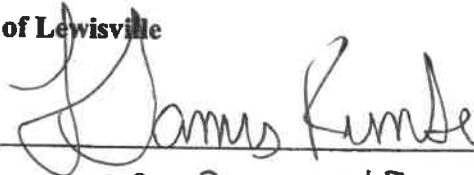
- O. **TEXAS GOVERNMENT CODE CHAPTER 2270.** Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.
- P. **TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- Q. **CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

ACCEPTED AND AGREED:

City of Lewisville

By: _____

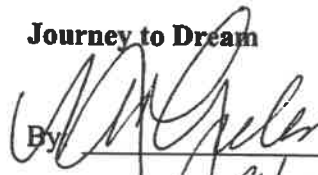
Date: _____


28 Sep 2018

Journey to Dream

By: _____

Date: _____


9/24/2018

**LEWISVILLE**

Deep Roots. Bright Wings. Bright Future.

Wayne Ferguson Plaza

FACILITY GUIDELINES

GENERAL INFORMATION:

The Community Relations and Tourism Department oversees the operation of Wayne Ferguson Plaza. Staff of the MCL Grand will be the agents for booking and operation of the facility.

HOURS OF OPERATION:

1. Public parks within the city shall be closed overnight according to the Hours of Operation described elsewhere in these guidelines. The City may erect such physical barriers as shall be necessary to prevent entry during those hours, and all city personnel are authorized to enforce state criminal trespass laws against those who violate this section. The Community Relations Director, or his designee, may issue Plaza Event Permits to organizers of events wishing to use the park outside of the usual hours of operation.
2. The City Manager, or designee, can approve a temporary closure of all or part of the Wayne Ferguson Plaza. Reasons for such closure may include, but are not limited to, park maintenance, public safety concerns, severe weather, and unfit or unsafe ground conditions due to weather or other causes.

STAFFING FOR RENTAL OR PERMITTED EVENTS:

1. An MCL Grand staff member must be present at all times of occupancy for a public event using the stage or as directed in a Plaza Event Permit. This staff member will not be part of any tech or "running" crew. The cost of any requested additional staffing for tech or "running" crews will be billed to the lessee by the approved stage labor vendor or directly by the City of Lewisville.
2. MCL Grand venues are non-union stage houses. If union stage hands are required for a third-party activity due to a contractual agreement with another union, (such as Actors Equity Association), Renter may contract with the IATSE Local either in Fort Worth, Texas or in Dallas, Texas. Any contract for IA labor is separate from any contract with MCL Grand. Renter shall be responsible for the conduct and activity of IA Stage Employees. The MCL Grand staff member on duty is the final authority over all technical matters in the facility.

3. For rental uses, all additional labor beyond that which is contained in the Facility Use Agreement must be requested no later than 48 hours prior to the event.
4. For rental uses, the MCL Grand staff member on duty will be onsite no later than thirty (30) minutes before the established call time.
5. For rental uses, additional staffing will be onsite a minimum of ten (10) minutes before the established call time.
6. Most labor cost has a four-hour minimum.
7. Meals and breaks must be scheduled into work calls for MCL Grand staff or outside personnel hired through MCL Grand. One fifteen-minute break must be given every three hours in a call longer than three hours. Meal breaks are thirty minutes, and one must be given every six hours in calls of six hours or longer.
8. The Management of MCL Grand reserves the right to require Renter to hire security for any event. All charges for security will be billed to Renter.
9. The Management of MCL Grand will be the sole arbiter for the amount of labor necessary for events in MCL Grand venues.

LIGHTING:

The use of electrical lighting systems on the Wayne Ferguson Plaza stage, or the use of free-standing electrical lighting equipment elsewhere in the park that exceeds 25kw, require a Plaza Event Permit as described elsewhere in this directive and also must adhere to the following requirements.

Lighting Equipment from Outside Parties:

1. Any lighting truss system, lighting instruments, dimmers and control panels used at Wayne Ferguson Plaza as part of a rental event must be inspected by MCL Grand staff or approved stage labor prior to start of the event. City representative on site will be the final arbiter as to the safety and suitability of said equipment.
2. Use of existing power, or use of electrical generators, must be approved and inspected by a City representative before their use for an event.
3. All lighting and electric plots must be approved by the management of MCL Grand before load-in. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay all associated costs.
4. MCL Grand staff will not install or operate equipment owned by an outside party.
5. Lighting installation must be fully removed from the park prior to the scheduled end of the rental, unless arrangements have been made with MCL Grand management in advance. Any equipment left on site beyond the scheduled rental period can be subject to additional charges for temporary storage. Any equipment left on site more than 72 hours beyond the scheduled end of the rental, absent arrangements made with MCL Grand management, will be disposed of in a manner chosen by MCL Grand management.

City-Owned Lighting Equipment:

1. Use of City of Lewisville lighting truss system, lighting instruments, dimmers and control panel must be arranged for a minimum of 10 days in advance of the event. Client will pay all fees associated with the rental and installation. The schedule of all equipment rental and labor fees is set by Ordinance and is available for review on the City of Lewisville Website or in hard copy provided by MCL Grand Staff.
2. MCL Grand staff or approved stage labor vendor must approve any modifications to the installation of City of Lewisville lighting truss system, lighting instruments, dimmers and control panel.
3. MCL Grand staff or approved stage labor vendor will perform all physical modifications to the lighting installation unless other arrangements have been approved in advance.
4. All lighting and electric plots must be approved by the management of MCL Grand before load-in. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay all associated costs.
5. Lighting installation must either be fully removed from the park at the conclusion of the event, unless arrangements have been made with MCL Grand Manager for the equipment to remain in the Park for a subsequent event.

SOUND:

Users of the Wayne Ferguson Plaza must adhere to all local ordinances pertaining to allowable hours for use of sound amplification systems and permissible decibel levels. For details, consult the Code of Ordinances.

In addition, the following rules apply to the use of powered sound equipment in Wayne Ferguson Plaza, excluding those devices primarily designed for personal use (e.g. radios or similar items).

Sound Equipment from Outside Parties:

1. Use of existing power, or use of electrical generators, must be approved and inspected by a City representative before their use for a rental event. Any set-up deemed unsafe by the management of MCL Grand will be modified to the satisfaction of all parties. Renter shall pay all associated costs.
2. MCL Grand staff will not install or operate equipment owned by an outside party.
3. Sound equipment must be fully removed from the park prior to the scheduled end of the rental, unless arrangements have been made with MCL Grand management in advance. Any equipment left on site beyond the scheduled rental period can be subject to additional charges for temporary storage. Any equipment left on site more than 72 hours beyond the scheduled end of the rental, absent arrangements made with MCL Grand management, will be disposed of in a manner chosen by MCL Grand management.

City-Owned Sound Equipment:

1. MCL Grand has an outdoor audio system available for rental. Rates for use of this equipment are established by Ordinance and are published on the City of Lewisville website or available in hard copy at the MCL Grand. Arrangements for use of this equipment must be made a minimum of 10 days in advance of the event.
2. Set up and take down of City of Lewisville audio equipment must be by MCL Grand staff or by approved stage labor contractor. Operation of the audio equipment must be arranged with MCL Grand management.

RESERVATIONS:

Reservation Methods:

All reservations shall be scheduled through MCL Grand management. No oral agreements for use of the facility shall be considered valid. No reservation will be considered binding unless a Rental Agreement Form and Facilities Use and Indemnification Agreement is completed, signed and the required deposit paid.

Any person, business or organization wishing to rent the facility that has an unpaid past due balance may not book or utilize additional dates until the balance is paid.

Advance Reservations:

Any party wishing to book the facility shall complete and submit an Event Application Form. General Booking is open to all clients, occurs throughout the year and is available one year in advance of the desired date or dates. To allow for proper processing, bookings must be made at least 10 business days prior to the desired date of the rental.

Once the Event Application Form is received and entered into the booking system by MCL Grand staff, the reservation will be considered tentative and will be held for two weeks. If payment as described below has not been received prior to the end of that two-week period, the reservation will be cancelled.

MCL Grand staff reserves the right to schedule multiple same-day bookings, when the second booking does not interfere with the initial client's booking.

Standing Reservations:

Standing reservations are not allowed at this facility. Standing reservations are defined as a recurring meeting or event that occurs on the same day/date, time and space for the same or substantially the same activities, scheduled for at least four such reservations within a four-month period.

DEPOSIT:

Deposit Due:

As stated in the fee ordinance, Sec. 2.201, user shall pay a deposit of 50% of the total of rental fees at the time of signing of the facility use agreement. In addition, users shall pay a damage/cleaning deposit

equal to \$300 or 10 percent of the total rental, whichever is greater, prior to use of the facility.

If glass or ceramic containers are to be used to store, transport, serve or consumer any beverage within the boundaries of the park as part of an approved Plaza Event Permit, additional damage/cleaning deposit of \$100 will be charged.

Refund of Deposit:

The damage/cleaning deposit will be refunded to the responsible party based on a determination that all facets of the rental agreement are satisfied.

VIOLATIONS RESULTING IN LOSS FROM DEPOSIT:

1. Failure of the responsible party to attend the entire activity will result in forfeiture of deposit.
2. Damage to facility, grounds and/or fixtures. Costs to repair damage caused by the renter will be deducted from the deposit. The renter will be responsible for damages that exceed the deposit.
3. Exceeding the times of a paid rental without authorization from MCL Grand management. Any group found using the facility prior to or after rented times without authorization will lose a portion of the deposit (amount specified in the Fee Ordinance, Sec. 2.201).
4. Failure to leave facility in same condition as at start of rental period. This includes removing all trash and debris from the event.
5. Failure to comply with the facility-specific guidelines and City of Lewisville Ordinances could result in the forfeiture of any and all of the deposit.

INSURANCE REQUIREMENTS

1. For any rental activity that includes the Wayne Ferguson Plaza stage, or any event that is subject to a Plaza Event Permit, renters must show proof of general liability coverage with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage, with a minimum aggregate limit of \$1,000,000.
2. For all other rental activities held at Wayne Ferguson Plaza, renter must sign an indemnification and hold harmless agreement naming the City of Lewisville, its officers, officials, employees and volunteers.
3. If alcohol is to be served at an event for which the facility is rented, renter must provide proof of Host Liquor Liability coverage. Renters for events at which alcohol is served also must sign an indemnification and hold harmless agreement.
4. Proof of insurance must be in the form of a valid Certificate of Insurance in the name of the renter and naming City of Lewisville, its officers, officials, employees and volunteers as additional insured.

RENTAL/USE FEES:

Rental Rates:

Established in the Fee Ordinance, Sec. 2.201

Rental Facilities:

There are five rental options at Wayne Ferguson Plaza. During a rented event, no other use of the rented area is allowed but the remainder of the park facilities will remain open to the public. The use of barricades to restrict public access to the rented area must be done in accordance with Item 4 under Facility-Specific Guidelines listed below.

Great Lawn Rental: This includes the stage, the entire oval shaped grass lawn fronting the stage and the upper level grass lawn above the semi-circular retaining wall. It does not include the access alley, areas south of the alley, the splash pad, or other areas north or west of the Great Lawn.

Lower Lawn Rental: This includes both the stage and the grass oval between the stage and the semi-circular retaining wall. Additional charges may apply to certain stage uses.

Party Lawn Rental: This includes rental of either the east or west half of the grass oval as divided by the north-south public walkway, not including walkway itself.

Upper Lawn Rental: This includes the upper level grass lawn above the semi-circular retaining wall. It does not include Wayne Ferguson Plaza, the splash pad, or other areas north or west of the Great Lawn.

Stand-Up Wedding: Includes space reservation only, marked by a sign printed and provided by MCL Grand. Maximum of 30 guests, maximum of 30 minutes, no chairs or other furnishings, no amplified sound system. No reservation or rental fee is required for this type of event if client does not choose to reserve a specific location in advance.

The access alley, areas south of the alley, the splash pad, and other park areas north or west of the Great Lawn are not available for rental.

Conflicts:

MCL Grand reserves the right to decline a requested rental if it will, in the sole discretion of MCL Grand staff, create a conflict with a previously booked event.

Minimum Rental Hours:

All spaces are rented in minimum four-hour blocks. Additional hours may be reserved only in conjunction with a four-hour block.

Overtime Fees:

After scheduled park closing time, all hourly rates are doubled and charged in 15-minute segments.

Rental Fees Due By:

Final payment of rental fees is due at least 10 business days prior to the date of rental. Any additional charges incurred during an event must be paid in full within two business days. Any rental booked less than 10 business days in advance must be paid in full at the time of booking.

CANCELLATIONS:

1. Cancellation of a confirmed reservation for which a Facility Use Agreement has been signed must be made in writing, either by physical letter or email to assigned MCL Grand staff.

2. If cancellation occurs 60 days or more in advance of the rental date, customer is eligible for a full refund of the reservation deposit.
3. If cancellation occurs 30 days or more in advance of the rental date but less than 60 days in advance of the rental date, a cancellation fee equal to 50 percent of the deposit will be deducted from the refund.
4. If cancellation occurs less than 30 days in advance of the rental date, entire deposit is forfeited.

ALCOHOL-RELATED REGULATIONS:

1. Alcohol consumption permitted at this facility? Yes
2. City permit required to consume alcohol at this facility? Yes
3. Alcohol sales permitted at this facility? Yes
4. Facility-Specific Policy: Alcohol allowed only at approved and permitted events, not during regular park use. Sale of alcoholic beverages only allowed through facility contracted concessionaire or, in absence of said contract, by a caterer holding the applicable state permit and having applied for and been added to the MCL Grand approved alcohol vendor list.
5. At the sole discretion of MCL Grand Management, in consultation with Lewisville PD, security may be required at events where alcohol is served.

FACILITY-SPECIFIC GUIDELINES:

1. Plaza Event Permit

Park users will be required to apply for and receive a Plaza Event Permit when any or the following conditions apply to the planned park use. Note that some items might require additional permits under state law or city ordinance, including food service, alcohol service, canopies, and enclosed tents. If a Special Event Permit is required, the Plaza Event Permit application can be submitted simultaneously.

- a. Amplified sound will be used beyond the hour of 9 p.m. on weeknights (Sunday through Thursday) or 10 p.m. weekends (Friday and Saturday).
- b. On-site food preparation as described under "Food Service" below.
- c. Alcohol sales, or free alcohol distribution that is open to the general public.
- d. An estimated crowd of 500 or more people.
- e. User requests closure of any public street.
- f. Use of a generator 25kw or larger.
- g. Combined square footage of tents or canopies totaling 1,000 square feet or more.
- h. Plans to use glass or ceramic containers to store, transport, serve or consume any beverage within the boundaries of the park

Any event expected to attract a crowd of 200 people or more is required to have at least one portable toilet on site for every 200 people.

2. Photo/Video Shoots

- a. Commercial photo, video or film shoots in the park must not interfere with public access to the facility unless approved in writing by the MCL Grand manager.

- b. Management reserves the right to charge rental fees for commercial photo, video or film shoots that deprive the facility of the opportunity for legitimate rental opportunities, based on size and duration of the shoot. Rental fees shall be assessed at local or non-local Commercial rates as set forth in the Fee Schedule.
- c. No attaching of materials to park structures or grounds is permitted during photo, video or film shoots except by written permission from MCL Grand management. No alteration of park structures, hardscape or landscape materials is permitted during photo, video or film shoots. No signs of any sort may be posted unless approved in writing by MCL Grand management.
- d. Under no circumstances will photographing, taping or filming of nude models be allowed in the park.
- e. Persons engaged in photography, video or film shoots in the park are subject to all applicable local, state and federal laws and statutes. If, in the opinion of MCL Grand management, any of these activities are in violation of any applicable local, state or federal law or statute, persons engaged in said activities will be required to cease and desist and to leave the premises.

3. Food and Beverage Service

The following rules apply to rental events held at Wayne Ferguson Plaza, and to activities required to apply for and receive a Plaza Event Permit.

- a. Concessions
Renters of the park may be granted permission to provide their own concession sales service with no additional permit, so long as items offered are limited to commercially packaged selections such as chips, candy and bottled or canned soft drinks and water.
- b. Food Service
MCL Grand staff must approve the specific placement of any vendor that will prepare food on-site, to include heating of food over open flame or otherwise through the use of gas-fueled cookers, charcoal- or wood-fueled cookers, or electric devices. Food vendors must have obtained valid permits and inspections required for kitchen operation in Lewisville, Texas. Self-contained food trucks or trailers are permitted only along the south side of Church Street adjacent to the park. Food truck operators must have registered as an MCL Grand Approved Caterer. MCL Grand management shall have final discretion as to the maximum number of food trucks allowed for an event at this facility.
- c. Catering
If prepared foods or meals are to be served at a rental event, this service must be provided by a vendor on the MCL Grand Approved Caterers list. Said caterer must adhere to all requirements of the catering agreement, including providing proof of health department kitchen inspection and current insurance.
- d. Alcohol
The sale or free public distribution of alcohol must be provided by a vendor on the approved alcohol vendor list. Said vendor must post a valid permit from the TABC, show

proof of insurance, use TABC certified servers, and adhere to all applicable state laws related to alcohol service.

4. Fences and Barricades

- a. Park visitors are not allowed to set up fences, ropes, portable walls or any other temporary barricades that would interfere with public access to any portion of the park.
- b. Rental events can request temporary barricades to control access to the rented area of the park. This request must be made at least 10 business days prior to the event date. Placement of barricades will be determined by City staff. Barricades will be set up by City staff and can only be moved by City staff or approved contract labor. Cost for the barricading will be added to the rental fees for the event.
- c. City staff will not be responsible for monitoring the barricades for unauthorized access to the rented space. If a rental client wants to secure the barricade perimeter against unauthorized access, or if such security is required by City staff, renter will be required to hire and pay for security according to the provisions below.

5. Security

- a. Security at Wayne Ferguson Plaza during regular operations is under the authority of the Lewisville Police Department.
- b. Rental clients might be required to provide event security as part of the Plaza Event Permit application, or might choose on their own to provide on-site security. All such security personnel must be arranged through Lewisville Police Department.

6. Prohibited Actions

- a. Smoking is prohibited at all times within 15 feet of the splash pad/play area and within 15 feet of the boundary of the Great Lawn.
- b. Materials and decorations may not be attached to permanent fixtures such as light fixtures. Decorations or materials may not be nailed, stapled, taped or otherwise attached to any part of the premises without explicit approval from MCL Grand management. All decorative materials must be flameproof.
- c. No open flames (including grills) are allowed in the park unless approved as part of a Plaza Event Permit. Candles with appropriate drip trays can be considered as part of a Plaza Event Permit application.
- d. Fireworks of any kind (including sparklers) are strictly prohibited anywhere on the premises.
- e. Visitors may not carry any firearm into the Plaza, except those persons duly authorized and licensed by the state to carry a concealed handgun in accordance with the provisions of the Texas Concealed Handgun Act.

- f. Pets must be kept on a leash no more than six feet in length at all times. This provision does not apply to service animals. Animal owners are required to clean up after their animals. All domestic animals in the park must comply with licensing and vaccination requirements of the City.
- g. Glass containers cannot be used to store, transport, serve or consume any beverage within the boundaries of the park unless part of approved Plaza Event Permit. An additional damage/cleaning deposit of \$100 will be due if glass or ceramic containers are used.

FACILITY CAPACITY:

Rental events at Wayne Ferguson Plaza may not exceed the occupant capacity established by the Lewisville Building Official. If an event reaches or exceeds capacity, the Fire Marshal's Office can close or limit access to the event. Maximum capacity for rental spaces in Wayne Ferguson Plaza can be obtained from MCL Grand Staff.

HOURS OF OPERATION/AVAILABILITY:

Wayne Ferguson Plaza will be open from 6 a.m. to 11 p.m. Sunday through Thursday, and from 6 a.m. to 11:30 p.m. on Friday and Saturday. These hours must include set-up and clean-up time associated with rental activities. Hours may be adjusted for permitted events.

For more information call 972.219.8446 or visit our website at www.MCLGrand.com.

EXHIBIT B

INSURANCE REQUIREMENTS **LESSEES (NO AUTO RISKS) AND SPECIAL EVENTS**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation Statutory Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance. The coverage shall include defense of claims against the City as additional insured.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

- c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- d. Lessee's insurance shall be primary and non-contributory as respects to the City, its officers, officials, employees or volunteers.

2. Waiver of Subrogation – All Coverages

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. Notice of Cancellation

Each insurance policy required by this exhibit shall be endorsed to state the coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. FOOD AND/OR LIQUOR COVERAGE

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

H. SPECIAL EVENTS

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH),

PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE LESSEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE LESSEE'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH 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.