CREDIT UNION OF TEXAS EVENT CENTER - EVENT LICENSE AGREEMENT

This license agreement (the "Agreement") is made by and between the City of Allen, Texas, doing business as Credit Union of Texas Event Center (the "Licensor"), and Collin County Community College District (the "Licensee") (collectively referred to as the "Parties" or singularly as a "Party"), acting by and through their respective authorized representatives.

WHEREAS, Licensor is the owner of a multi-use sports, entertainment, convention and trade show facility in the City of Allen, Texas, (the "Credit Union of Texas Event Center"); and

WHEREAS, Licensee desires to license from Licensor the use of a portion of the Credit Union of Texas Event Center as set forth herein for the purpose of conducting, holding and presenting the event or activity described in **Exhibit "A"** (the "Event"); and

WHEREAS, the Licensor desires to license the use of a portion of the Credit Union of Texas Event Center to the Licensee for the Event as set forth herein; and

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code known as the Interlocal Cooperation Act ("Act") and Chapter 271, Subchapter F, of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Tex. Loc. Gov't Code authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code; and

WHEREAS, this Agreement sets forth the terms and conditions for the use of the Credit Union of Texas Event Center for the Event during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Licensee**; Licensor hereby grants to Licensee a revocable license to that portion of Credit Union of Texas Event Center known as the "Arena" and its facilities and adjacent areas, as may be necessary for the presentation of the Event, including the Arena floor, seating facilities, access areas, public address, electronic and video operations, spotlights, lighting and scoreboard, sound systems, dressing rooms, press rooms, meeting rooms, corridors, stairways, walks and lavatories in or about the Arena, for the Event. Licensee agrees to use the Arena solely to conduct, hold and present the Event.

2. **Term.** The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the "Expiration Date". For purposes of this section Expiration Date shall mean the date of completion of the Event, or the completion of the last session of the Event if the Event is conducted on consecutive days or the date of the last session of the Event if the Event is conducted on non-consecutive dates or the final session of the Event if conducted in successive years. The use and occupancy of the Arena by Licensee for the Event shall be limited to the periods set forth in **Exhibit "A"**. In the event Licensee has not completed move-out within the period specified in **Exhibit "A"**, holds over or occupies the Arena after the conclusion of the Event, Licensee shall pay to the Licensor "Hold Over" fees at the then current rates established by the Licensor.

3. **License Fees.**

   A. Licensee shall pay to the Licensor a base license fee (the "Base License Fee") in the amount set forth in **Exhibit "A"**, which shall be due and payable at the Settlement (hereinafter defined) following the conclusion of the Event (or the last day of the final session of the Event if the Event is conducted during consecutive days or at the Settlement following the conclusion of each session of the Event if conducted on non-consecutive dates or on dates during multiple years during the Term of this Agreement).

   B. Licensee shall pay to Licensor reimbursable expenses in accordance with the then current charges established by the Licensor for such expenses (the "Reimbursable Expenses"). Reimbursable expenses not included in the Base License Fee are set forth below and shall be due and payable at the Settlement at the conclusion of the Event (or the last day of the final session of the Event if the Event is conducted during consecutive days or at the Settlement following the conclusion of each series of the Event if conducted on multiple non-consecutive days or on dates during multiple years during the Term of this Agreement).

      1. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and production, additional production requirements, construction, engineering, audio/visual engineers, equipment operators and grips, spotlight operators, additional furniture, runners, vehicles, gas, catering, lighting, and sound equipment, other than the current "house" sound or lighting system in the Arena, all of which shall be subject to the approval of Licensor;

      2. The necessary staff of ushers, attendants, and ticket takers to hold the Event; and

      3. Changeover/Conversion services leading up to the Event.

C. Licensee shall pay a non-refundable deposit in the amount set forth in **Exhibit "A"** (the "Deposit") which shall be due and payable upon execution of this Agreement. Provided the Licensee is not otherwise in breach or default of this Agreement, the Deposit shall be credited toward payment of the Base License Fee at the Settlement. If the Event is conducted on multiple non-consecutive days or on dates during multiple years during the Term of this Agreement, a new Deposit shall be required thirty (30) days prior to the date of each such session of the Event.

D. Within seven (7) business days following the conclusion of the Event (or the last day of the final session of the Event if conducted on consecutive days, or the conclusion of each series of the Event if conducted on multiple non-consecutive days or on dates during multiple years during the Term of this Agreement), the Licensor and Licensee shall conduct a settlement respecting all fees, charges and items of income and expense, the subject of this Agreement (the "Settlement"). Payment of the Base License Fee shall be due and payable at time of each Settlement.

E. Licensee shall pay Licensor the Base License Fee and Reimbursable Expenses, and any and all additional fees due hereunder without abatement, deduction or set-off. Licensor may, at its election, collect all or any part of the Base License Fee and or Reimbursable Expenses due hereunder out of the receipts of sales of tickets for the Event, by whatever source, or concessions provided by, on or behalf of Licensor, and Licensor shall have a first lien upon and security interest in such receipts to the extent of any amount required to be paid to Licensor by Licensee hereunder.

4. **Duties of Licensor.** In connection with the presentation of the Event, Licensor shall provide, or cause to be provided, the items set forth in this section which are included in Base License Fee:

1. The Arena, the general concourse area, the outdoor areas adjacent to the Arena, and such other parts or areas of the Arena as may be necessary for Licensee to present and produce the Event;

2. Electricity and other utilities for lighting, heating, air conditioning, internet access, if available at requested locations, and other services used in conjunction with the Event and the set-up and removal related thereto;

3. Fire, Medical/EMT, Police and Security services based on Event capacity in accordance with the then current public safety policies established by Licensor;

5. **Duties of Licensee.** Licensee at its sole expense is responsible for the items and functions set forth in this section.

A. Coordination and communication to the Licensor's representative of any and all deliveries for the Event (or each session thereof) is the responsibility of Licensee.

B. Designation of authorized representative for Licensee for the Event. Licensee hereby agrees that the designated representative set forth in **Exhibit "A"** (the "Representative") is the Licensee's authorized representative for the Event.

C. All Participants and staff required for the proper presentation of the Event, including, but not limited to, the performers, medical staff and any other staff required for the proper

presentation of the Event and, where specified by Licensee, sound system, lighting, staging, technical, special effects (SFX), catering and set-up personnel and engineers, show producers, regularly employed by Licensee in presenting the Event.

D. All tangible items of property necessary for the proper presentation of the Event, including, but not limited to, outdoor tents.

E. All SAG, ASCAP, BMI, SESAC and similar licenses required for the use of copyrighted or licensed music or other intellectual property in connection with the Event, and all other licenses or permits required in connection with the use of the Arena for the Event, which shall be obtained by Licensee and satisfactory evidence thereof provided to Licensor no less than thirty (30) days prior to commencement of the Term of this License (and each session of the Event).

F. The advertising, promotion and publicity campaign necessary and reasonably and professionally executed to effectively promote the Event.

G. Provide thirty (30) complimentary tickets to Licensor to each session of the Event.

H. Use of non-Licensor labor, work force and personnel. Licensee may elect, at its sole expense, to hire or use technicians, engineers, skilled labor, unskilled labor, specialists and other personnel for its production of the Event. Licensee is solely responsible for the wages, benefits and taxes of all such personnel and any other additional personnel to be used in the production of the Event.

6. Licensor Exclusive Rights. Licensor shall have the following exclusive rights:

A. To grant licenses to use the Private Suites (including "Party Suites") and Loge Seats located on the Premium (2nd Level) in Event Center;

B. To operate (or contract with others to operate) all restaurants within the Event Center;

C. To provide (or contract with others to provide) food and beverage services within Premium Seat areas or other areas;

D. To provide (or contract with others to provide) and operate concessions and concession services, merchandise, novelty, specialty and collectible services within all areas unless otherwise agreed to through buyout or arrangements per this License;

E. To advertise and promote Licensor, the Event Center and its sponsors and advertisers through all vehicles electronic, digital, kiosk, fixed and temporary signage, video, audio announcements as approved by the Licensor.

7. Marketing and Advertising.

A. Licensee, at its expense, shall provide the necessary personnel, and shall use its reasonable best efforts, to professionally market and effectively promote the Event.

B. All advertisements for the Event shall be developed and produced at the sole cost and expense of the Licensee (digital, Internet, video, audio broadcast, webcast, satellite, cable, terrestrial and in print including, but not limited to, all advertising, publicity material,

promotional material, press releases, posters, flyers, handbills, all other collateral material). All such advertisement shall be approved in writing by the Licensor prior to distribution or delivery.

C. Licensor hereby approves and consents to Licensee transmitting, videotaping or otherwise reproducing and disseminating all or any part of, or a description of any part of, the Event (including, but not limited to, radio, television, cable television, commercial television, closed circuit television, Internet Webcast, You Tube and/or pay television, video disc or phonograph recording). Licensor shall be provided with embedded identification in all video transmissions, satellite, cable, terrestrial and Internet for any broadcast, re-broadcast, assigned, licensed and syndicated in perpetuity. As consideration to such consent by the Licensor the Licensee shall pay to Licensor the broadcast fees set forth in **Exhibit "A"**.

D. Licensor shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof, in a direct for-profit manner, unless Licensor shall have consent from Licensee respecting such rights. Licensee hereby approves and consents to Licensor videotaping or otherwise reproducing and disseminating any part of, or a description of any part of, the Event (including, but not limited to, radio, television, cable television, commercial television, closed circuit television, Internet Webcast, You Tube and/or pay television, video disc or phonograph recording) for the purpose of showcasing the Credit Union of Texas Event Center operations, event history or for marketing building activities.

E. Licensee shall not cover or otherwise obstruct any permanent advertising signage associated with the Arena without the prior written approval of the Licensor.

F. Licensee shall have the right to sell sponsorship for the Event, subject to the prior written approval of the sponsor by the Licensor, which approval shall not be unreasonably denied, withheld or delayed unless sponsor is in direct conflict with existing Licensor Sponsor contracts or agreements. Licensee shall retain all revenues generated from the sale by Licensee of such sponsorship.

G. Licensee shall include the name "Credit Union of Texas Event Center" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "Credit Union of Texas Event Center" logo positioned full width across the bottom. All Licensee use of "Credit Union of Texas Event Center" name and logo shall be approved in writing by the Licensor prior to dissemination of any promotional materials (electronic or otherwise), which approval shall not be unreasonably denied, withheld or delayed.

8. Concessions, Merchandising and Programs.

A. The Event Center Concessions Provider (the City contracted concessionaire) shall have exclusive food and beverage concessions rights within the Event Center (both inside and outside of the Arena on Credit Union of Texas Event Center property), except as otherwise provided in **Exhibit "A"**.

B. Licensor and Licensee may or may not agree to a merchandise/program buy-out in the amount set forth in Exhibit "A", on all merchandise/program sales, or, Licensor and Licensee may agree on merchandise sales in the form of percentage of revenue distribution to Licensor and Licensee as provided in **Exhibit "A"**. Licensee shall insure against and bear the risk of damage, theft or other loss of merchandise, and will be responsible for all

freight or transportation of such merchandise to and from the Arena. Licensor will not unreasonably deny the Licensee optimum placement of vendors both within and outside the Arena.

9. Insurance.

A. Licensee shall, during the term hereof, at its expense, 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 Company's performance of its obligations pursuant to this Agreement with (1) a policy of general liability (public) insurance with a minimum combined single limit of not less than $1 Million Dollars per occurrence for bodily injury and property damage with an aggregate of not less than $2 Million Dollars; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by the Licensee, its officers, agents, employees and contractors, and used in the performance of its obligations hereunder with a minimum of $1 Million Dollars; and (3) statutory Worker's Compensation Insurance covering all employees involved in the performance of its obligations hereunder.

(2) All policies of insurance shall be endorsed to contain the following provisions: (1) name the Licensor, its officers, agents and employees as additional insured's 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 Licensor for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements for notice of cancellation, non-renewal, or material change of insurance, the Licensee shall provide City at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(3) 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.

(4) A certificate of insurance and copies of policy endorsements evidencing the required insurance, and listing Licensor as an additional insured with 30 days' notice of cancellation and material changes to Licensor, shall be submitted prior to commencement of the Term of this Agreement. On every date of renewal of the required insurance policies, the Licensee shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, Licensee shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Licensee by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

B. Licensor shall require its contractors, at the contractor's own expense, to maintain during the term of the Agreement, the required insurance including the required certificate and policy endorsements as set forth herein.

C. In the event that Licensee fails to procure and/or maintain the insurance required herein, Licensor shall have the right, but not the obligation, to do so on Licensee's behalf at Licensee's expense. Licensor shall be entitled to reimbursement for such costs thereof as part of the Base License Fee due and payable hereunder.

10. Indemnification. Each Party agrees to the extent authorized under the Constitution and the laws of the State of Texas, to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. Each Party, to the extent allowed by law and without waiving any rights, defenses, immunity, or protections provided therein, agrees to be responsible for its own acts of negligence. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental or statutory immunity or defense available to any Party individually under Texas law. Licensor shall be responsible for its sole negligence in accordance with applicable law. Licensee shall be responsible for its sole negligence in accordance with applicable law. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11. Ticket Sales.

A. If the Event is a non-ticketed event all admittance into the Arena shall be by credentials or authorized pass issued by Licensee and approved by Licensor.

B. Licensor shall not permit tickets, passes, or credentials in excess of the seating capacity of the Arena to be issued, sold or distributed.

C. Licensee shall have the right to review the seat allocation for all reporters, critics, reviewers, other working press personnel, broadcast producers, engineers, camera operators, sound board operators, light board operators, cable pullers, grips and stagehands which have been made by Licensor.

D. Licensee shall use Licensor's Ticketing Company (Ticketmaster) for the printing of Event Tickets. The costs of Event Tickets shall be the responsibility of the Licensee.

12. Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following: (i) by mutual agreement of the Parties;

(ii) by either Party if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within five (5) days after receipt of written notice thereof if a monetary breach, or within ten (10) days after receipt of written notice thereof if the default or breach is of any other nature; or (iii) by Licensor, if Licensee suffers an event of "bankruptcy" or "insolvency". For purposes of this section bankruptcy or insolvency shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof. If the alleged breach involves the action or inaction of a Party for which Licensee is responsible, and such alleged breach occurs during an Event, or while Licensee is otherwise

occupying the Arena, Licensor reserves the right to eject such Party from the Arena immediately, in addition to any other remedy available to Licensor under the terms of this Agreement.

13. Additional Licensee Conditions.

A. Licensee shall not mar, deface, damage or injure any part of the Arena and shall indemnify Licensor therefor. At the conclusion of the Event, and each day if Event conducted on multiple days and on the Expiration Date, Licensee shall return the Arena in as good condition and repair as the Arena was prior to commencement of the Term, normal wear and tear excepted. Without limiting the foregoing, Licensee shall not cause, suffer or permit any third party, to tape, affix any device to any window, wall, door or curtain, drive nails, tacks, hooks and screws into any part of the Arena without Licensor's prior written consent. Licensee will not cause, suffer or permit any modifications or alterations of any kind to the Arena and/or the Arena equipment.

B. If Licensee brings into the Arena any motorized vehicles, displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the City of Allen, Texas, the directions of the City of Allen Fire Marshal. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and other decorations shall be flame proofed. Use of combustible material is forbidden. Firefighting equipment in the Arena, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

C. Licensee shall use the Arena in a safe and careful manner.

D. Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena through the designated areas as determined by Licensor.

E. A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event and each series of the Event. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification, which shall be made known to and approved by the Licensor prior to the commencement of the Term.

F. Licensee agrees and understands that in granting this license to use the Arena for the Event that Licensor does not relinquish the right to control the management Arena and the right to enforce all applicable laws, rules and regulations.

G. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress and/or egress.

H. Upon the Expiration Date or termination of this Agreement, Licensee, and/or its designated representative, shall immediately remove all goods, wares, merchandise, property and debris owned or leased by Licensee or which Licensee has placed or permitted to be placed on or at the Arena. Any such property not so removed shall be considered abandoned and shall be disposed of by Licensor as Licensor deems necessary and at Licensee's sole expense. Licensor shall have the sole right to collect and have custody of any property left at the Arena by Licensee's invitees and to provide for the disposition thereof. Licensor

shall not be responsible for payment for, damage to, or for claims for loss or abandoned property removed or stored pursuant to this section.

I. Licensor shall not be responsible for any loss by Licensee, its agents or employees due to theft or disappearance of equipment or other personal property.

J. Licensor represents that any equipment, rigging, audio, lighting, video, stages, props or other equipment made available for Licensee's use by or through Licensor will be furnished in good working condition.

14. Miscellaneous.

A. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

B. **Force Majeure**. No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Parties' respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the affected Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

C. **Amendments**. This Agreement may only be amended by the mutual written agreement of the Parties. The City Manager, or designee is authorized to execute any amendments hereto and any other documents or instruments related hereto.

D. **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:

Licensee: Collin County Community College District
Attn: Karla Tombaugh
3452 Spur 399, Suite 400
McKinney, TX 75069

With a copy to: Contract Administrator
contractadministrator@collin.edu

Licensor: City of Allen – Credit Union of Texas Event Center
Eric Ellwanger
City Manager
Attn: Credit Union of Texas Event Center
305 Century Parkway
Allen, Texas 75013-8042
Fax: 214-509-4118

With a copy to: Peter G. Smith, Esq.
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Fax: 214-965-0010

Credit Union of Texas Event Center
Attn: General Manager
200 E. Stacy Road #1350
Allen, Texas 75002
Fax: 972-678-4664

E. **Assignment.** This Agreement may not be assigned by Licensee without the prior written consent of the Licensor.

F. **Source of Payment**. Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the payor or from funds otherwise lawfully available for use in the payment of its obligations pursuant to this Agreement. Licensee specifically waives immunity from suit and liability in connection with payment obligations hereunder.

G. **Independent Contractor.** It is understood and agreed by and between the Parties that the Licensee, in satisfying the conditions of this Agreement, is acting independently, and that the Licensor assumes no responsibility or liabilities to any third Party in connection with these actions. All services to be performed by Licensee pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Licensor.

H. **Cooperative Purchasing**. This Agreement establishes a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend competitively procured contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. The Parties are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.

I. **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. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Agreement.

J. **Governing Law.** The Agreement is governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any dispute shall be in the state

district court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

K. **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.

L. **Headings.** Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

M. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

N. **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. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

O. **Severability**. If one or more provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect. **Inspections.** Each day of the Event, and on each day of the Event if conducted on multiple days, Licensor and Licensee shall jointly investigate and inspect the order, condition and repair of the Arena.

P. **Recitals.** The recitals to this Agreement are incorporated herein.

Q. **Exhibits.** The exhibits to this Agreement are incorporated herein,

R. **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 Expiration Date or termination of this Agreement shall survive termination.

S. **Prohibition of Boycott Israel**. Licensee verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

T. **Prohibition of Boycott Energy Companies**. Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional

(or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

U. **Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.** By accepting this Agreement, Licensee verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Licensee has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Licensee is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

V. **Certification Required by Texas Governor Executive Order GA-48.** Pursuant to Executive Order GA-48 of the Governor of Texas effective November 19, 2024, the Parties certify that it and, if applicable, any of its holding companies or subsidiaries, is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA");
b. Listed in Section 1260H of the 2021 NDAA;
c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

EXECUTED on this ____ day of _____, 20__.

LICENSOR:

CITY OF ALLEN

By: _____
Eric Ellwanger, City Manager

EXECUTED on this ____ day of _____, 20__.

LICENSEE:

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

CREDIT UNION OF TEXAS EVENT CENTER - EVENT LICENSE AGREEMENT

Exhibit "A"- Event Details

Licensee designated representative: Karla Tombaugh
Event Name: Collin College All College Day

Event Dates:	Thursday, August 12, 2027	9:00 AM – 5:00 PM	Load-in
	Friday, August 13, 2027	7:00 AM – 1:00 PM	Event
		1:00 PM – 5:00 PM	Load-out

License Fee: $ 20,000 PLUS a minimum $50,000 catering order or $50,000 with no catering order.

Deposit and Payment Structure:

- A non-refundable deposit of $10,000 which represents Fifty Percent (50%) of the Base License Fee will be due February 12, 2027
- Balance of the rent in the amount of $10,000 plus any additional expenses, such as catering, labor, and equipment rentals, will be due at settlement immediately following event.
- Unexpected expenses agreed to on the day of the event will be subtracted from ticket revenue at settlement. In the event there is not enough ticket revenue to cover amount due, expenses will be invoiced and due immediately following the event.

Included in License Fee:

- Use of Credit Union of Texas Event Center in mutually agreed upon configuration and capacity.
    - For the purpose of this event, Licensee has agreed to a banquet configuration. Exact set-up is to be determined.
    - Stage- size to be determined but no larger than 60' x 40'
- Event Services – staffing levels are based on configuration and capacity listed above as deemed necessary by Licensor for the purpose of a graduation event.
    - Operations labor costs to set up event space prior to load in and strike setup after load out
    - Guest Services Staffing (Ushers, Ticket Takers, Security, Parking attendants)
    - Housekeeping attendants during event and post-event cleanup
    - Event Coordinator liaison
    - Police and EMS services
    - A/ V Manager
    - Camera Operators
- Use of Event Center Audio Visual Equipment in current condition (including sound system, video screens, and digital ribbon as installed) during main event, and shared usage with venue sponsorship content during ingress, egress, and intermissions, venue owned cameras, and ability to stream live via YouTube link.
- Tables, chairs, pipe & drape, staging, risers, and other standard equipment currently in venue inventory
- Utilities (Electrical/HVAC)
- Parking in South Garage structure, and back-of-house lot, and shared usage of North Garage with The Village at Allen
- Music Royalty Fees (ASCAP, BMI, SESAC, GMR)

Additional Expenses:

- Additional front-of-house labor including ushers, ticket-takers, and security as deemed necessary by Licensor for activities outside those determined standard for a banquet/meeting event or when requested by Licensee
- Additional operation or production labor to assist with requests outside the normal set-up.

- Excess cleaning fee- $750 (applies to incidents where excess trash is generated such as the use of confetti cannons or streamers)
- In-House Catering
- Sound, lights, and video elements not in venue inventory if necessary
    - Equipment must be rented from a Licensor approved vendor. A list of vendors will be provided to Licensee.
    - Licensee must have a representative on site for the duration of load-in, event, and load-out who is authorized to make decisions on behalf of Licensee.
- Stagehands, riggers, or any additional labor. Stagehands and Riggers must be booked through Credit Union of Texas Event Center.
- Any additional rentals not in current venue inventory - such as tables, banquet chairs, table linens, China, silverware, and glassware if requested, and decoration as requested.

Ticketing:

- This is a non-ticketed, invitation only event.

Sponsorships and Sponsors:

- Signage for existing venue sponsors may not be removed or covered.
- Licensee may not contract with any sponsors that are in direct conflict of any of Licensor sponsorships.

Catering & Concessions:

- All catering must be purchased from Licensor. No outside food & beverage allowed unless catering buyout is in place.

Insurance:

- Certificate of commercial general liability insurance will be due thirty (30) days prior to the event. Certificate Holder must include the following listed as additional insured; ***City of Allen, its agents, managers, directors, officers and representatives***.

Cancellation:

- If the event is cancelled at least Sixty (60) days prior to event date, Licensee shall pay Licensor a cancellation fee equal to 50% the license fee listed above unless the event is cancelled due to one of the reasons listed below:
    - If the cancellation is excused by another provision in the Agreement.
    - If the cancellation is caused by Event Center's actions.
    - If the cancellation is mutually-agreed by both parties in writing.
    - Or any act of Force Majeure, including Covid-19 related shut-downs, state – to – state travel restrictions, sickness, inability to perform, Act of God, riots, strikes, or any cause similar or dissimilar, beyond Licensee's control.
- If the event is cancelled less than Sixty (60) days prior to event date, Licensee shall pay Licensor a cancellation fee equal to the full License Fee listed above for that year PLUS any hard expenses already incurred by Licensor unless event is cancelled due to one of the reasons listed above.

Damages:

- A walk-thru will be completed at end of event with both Licensor and Licensee present to determine condition of venue.
- Licensee will reimburse Licensor cost to repair or replace any item or structures, whether

fixed or loose, which were determined to have been damaged by Licensee or any person or entity in venue at Licensee's direction (i.e. artist, staff, vendor, exhibitor, etc.)