

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the "Agreement") is made and entered into by and between **MULTIPURPOSE ARENA FORT WORTH D/B/A TRAIL DRIVE MANAGEMENT CORP**, a Texas non-profit corporation ("Licensor"), having its principal office at 1911 Montgomery Street Fort Worth, Texas 76107 and **BREWER HIGH SCHOOL**, ("Licensee"), having an office at 1025 W Loop 820 N, Fort Worth, Texas 76108, to be effective as of the 30<sup>th</sup> day of April, 2026 (the "Effective Date").

### RECITALS

**A.** Licensor manages and operates the multipurpose arena and adjacent support facilities in Fort Worth, Tarrant County, Texas, known as the Dickies Arena (the "Arena"), and has the authority to license the use of the Arena to others for the purposes of holding and presenting events.

**B.** Licensee desires to license the use of the Arena for the purpose of holding a presenting a special event on the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed in this License, Licensor and Licensee agree as follows:

**1. Grant of License; Premises.** Licensor hereby grants to Licensee, upon the terms and conditions set forth in this Agreement, a license to use, and Licensor shall make available to Licensee, the portions of the Arena and its facilities and adjacent areas as may be necessary for the presentation of the **2027-2031 BREWER HIGH SCHOOL GRADUATIONS** (the "Event"), including the Arena's floor, seating facilities, access areas, scoreboard, public address system, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena (the "Licensed Premises"). Licensee acknowledges that the Licensed Premises do not include the exhibit hall adjacent to the Arena and Licensee has no right or license to use the exhibit hall pursuant to this Agreement. Licensee may use the Licensed Premises only to conduct and present the Event during the Term specified below and on the terms and conditions set forth in this License. Licensee agrees that it is licensing the Licensed Premises "AS IS", that no oral representations as to the condition thereof or as to the terms of this License were made by Licensor, and that the Licensed Premises shall not be altered, repaired, added to, improved or changed without the prior written consent of Licensor.

**2. Term; Scheduling.**

**A. Term.**

1. Year One. The term of the license granted for the Event shall commence May 27, 2027 at 8:00 AM, and shall expire May 27, 2027 at 10:00 PM (the "Term").
2. Year Two. The term of the license granted for the Event shall commence June 1, 2028 at 8:00 AM, and shall expire June 1, 2028 at 10:00 PM (the "Term").
3. Year Three. The term of the license granted for the Event shall commence May 31, 2029 at 8:00 AM and shall expire May 31, 2029 at 10:00 PM (the "Term").

4. Year Four. The term of the license granted for the Event shall commence May 30, 2030 at 8:00 AM and shall expire May 30, 2030 at 10:00 PM (the “Term”).

5. Year Five. The term of the license granted for the Event shall commence May 31, 2031 at 8:00 AM and shall expire May 31, 2031 at 10:00 PM (the “Term”).

**B. Load-In/Load-Out.**

1. Year One. In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee, without charge, for (i) preparation of the Event, including delivery, load-in, and set-up of Licensee’s freight and other properties on May 27, 2027 beginning at 5:00 AM, and (ii) load-out immediately following conclusion of the Event on May 27, 2027, ending at a mutually agreed time but in any event no later than 11:59 PM on May 27, 2027 (the “Load-In/Load-Out Period”).

2. Year Two. In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee, without charge for (i) preparation of the Event, Including delivery, load-in, and set-up of Licensee’s freight and other properties on June 1, 2028 beginning at 5:00 AM, and (ii) load-out immediately following conclusion of the Event on June 1, 2028, ending at a mutually agree time but in any event no later than 11:59 PM on June 1, 2028 (the “Load-In/Load-Out Period”).

3. Year Three. In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee, without charge for (i) preparation of the Event, Including delivery, load-in, and set-up of Licensee’s freight and other properties on May 31, 2029 beginning at 5:00 AM, and (ii) load-out immediately following conclusion of the Event on May 31, 2029, ending at a mutually agree time but in any event no later than 11:59 PM on May 31, 2029 (the “Load-In/Load-Out Period”).

4. Year Four. In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee, without charge for (i) preparation of the Event, Including delivery, load-in, and set-up of Licensee’s freight and other properties on May 30, 2030, beginning at 5:00 AM, and (ii) load-out immediately following conclusion of the Event on May 30, 2030, ending at a mutually agree time but in any event no later than 11:59 PM on May 30, 2030 (the “Load-In/Load-Out Period”).

5. Year Five. In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee, without charge for (i) preparation of the Event, Including delivery, load-in, and set-up of Licensee’s freight and other properties on May 31, 2031 beginning at 5:00 AM, and (ii) load-out immediately following conclusion of the Event on May 31, 2031, ending at a mutually agree time but in any event no later than 11:59 PM on May 31, 2031 (the “Load-In/Load-Out Period”).

**C. Scheduling.** Licensee shall be solely responsible for the coordination of any and all deliveries for the Event (or each session thereof) during the Load-In/Load-Out Period, and shall use best efforts to coordinate and conduct its activities in such a way as to minimize interference with

Licensors' use of the Arena. If the Event (or any session thereof) shall run beyond 11:59 p.m. on any of the Event nights, or if load-out shall run beyond the mutually agreed upon time, Licensee shall be responsible for any additional expenses incurred by Licensors.

**3. Duties of Licensee.** In connection with the presentation of the Event, Licensee shall provide (or cause to be provided) and pay for the following:

**A.** All participants and staff required for the proper presentation of the Event, including but not limited to performer, performer medical staff, sound system, lighting, technical, catering, any set-up personnel, and any other staff regularly employed by Licensee or necessary for proper presentation of the Event, together with Workers' Compensation Insurance with respect to such personnel as required by law;

**B.** All tangible items of property necessary for the proper presentation of the Event;

**C.** All ASCAP, BMI, Sesac, music synchronization, and similar licenses required for the use of copyrighted or licensed music in connection with the presentation of the Event, and all other licenses or permits required in connection with the use of the Arena for the Event, all of which licenses and permits shall be procured by Licensee prior to commencement of the Term and presented to Licensors upon request;

**D.** The advertising, promotion and publicity campaign necessary and desirable to promote the Event;

**E.** Expenses will include stagehands, credit card commission at box office (if applicable), catering and any production we don't have in house; and

**F.** Except for the specific obligations of Licensors set forth in Section 4 below, all obligations of any kind or nature with respect to the Event shall be the sole responsibility of Licensee, and Licensee shall comply with all rules, regulations, laws, ordinances, and other regulations as may be in effect at the times during the Term.

**4. Duties of Licensors.** In connection with the presentation of the Event, Licensors shall provide, or cause to be provided, the following (the costs of which shall be borne by Licensee in addition to the Base License Fee [as defined in Section 6.A. below], except as otherwise expressly provided below):

**A.** The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

**B.** Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto;

**C.** Cleaning and janitorial service during and after the Event;

**D.** All necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Arena (other than those being provided by Licensee pursuant to Section 3.A. above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors, change-over and set-up crew, house plumber, heating and air conditioning superintendent, electrician, carpenter, telephone operator and ticket takers for the day or evening of each session of the Event;

E. 50 complimentary parking spaces per ceremony for administration, school board, and staff; and

F. 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 productions, additional production requirements, catering, and lighting and/or sound equipment other than the current sound or lighting system in Arena, all of which shall be subject to the approval of Licensor.

## **5. Marketing and Advertising.**

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

B. Marketing and Advertising of the Event.

(1) All advertisements for the Event shall be developed by or at the request of Licensee (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.

(2) Without the prior written approval of Licensor, which approval shall not be unreasonably withheld or delayed, Licensee shall not in any manner transmit, record or videotape or otherwise reproduce or disseminate 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 and/or pay television, video disc or phonograph recording).

(3) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement or promotional announcement to be posted or made within the Arena.

(4) Licensee shall make mention of the name "Dickies Arena" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "Dickies Arena" logo prescribed by Licensor to identify the Dickies Arena, positioned full width across the bottom of any promotional materials. All such uses of the "Dickies Arena" name, logo, service mark, or other copyrighted material belonging to Licensor or otherwise pertaining to the Arena must be approved by Licensor prior to the dissemination of any promotional materials, which approval may be withheld in Licensor's sole discretion.

(5) All advertisements for the Event presented pursuant to the provisions of this Agreement (including but not limited to, all advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Licensor for its prior approval before use. Licensee agrees to revise the above-referenced portions of its advertisements to incorporate any reasonable comments submitted by Licensor.

C. Arena Ribbon Boards. Licensor shall have exclusive control of the ribbon boards until fifteen (15) minutes before the scheduled show time and shall regain control of all ribbon boards immediately following the Event.

**D. Notice in the Event of Cancellation.** In the event of cancellation of the Event, it shall be the responsibility of Licensee to make a public announcement, at Licensee's expense, concerning the cancellation as soon as possible following the cancellation, including making announcements, where time constraints allow, in media where paid advertisements for the Event were run.

**E. Transmittal of Event.** Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not in any manner transmit, record, videotape, or otherwise reproduce or disseminate any part of, or description of any part of, the Event (including, but not limited to, radio, television, film, video or phonograph recording).

## **6. License Fee.**

**A.** In consideration for the license to use the Licensed Premises granted herein, and Licensor's agreement to provide the items set forth in Section 4 above, Licensee shall pay Licensor the following (collectively, the "License Fee"):

**(1)** The below listed flat fees for the applicable year are hereinafter referred to as the "Base License Fee". The Base License Fee for the applicable year shall include all reimbursable items in Sections 4.A through 4.E., excluding any applicable taxes required to be paid to any governmental entity thereon:

1. Year One. The Base License Fee in Year One is Forty-Five Thousand Dollars (\$45,000.00).
2. Year Two. The Base License Fee in Year Two is Forty-Five Thousand Dollars (\$45,000.00).
3. Year Three. The Base License Fee in Year Three is Forty-Five Thousand Dollars (\$45,000.00).
4. Year Four. The Base License Fee in Year Four is Forty-Seven Thousand Dollars (\$47,000.00).
5. Year Five. The Base License Fee in Year Five is Forty-Seven Thousand Dollars (\$47,000.00).

**(2)** Licensee shall be responsible for stagehands, credit card commissions (if applicable), catering, overnight security, any applicable taxes required to be paid to any governmental entity for the Event or on any payments made by Licensee to Licensor under this Agreement, and all other reimbursable expenses listed in Section 4.F. above.

**B. Non-Refundable Deposit.** A non-refundable deposit in the amount of Ten Thousand Dollars (\$10,000.00) is due and payable to Licensor upon execution of this Agreement. Such deposit shall be credited to the Base License Fee at settlement in Year Five. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. Notwithstanding the foregoing, the parties agree that Licensor will roll over the deposit paid for Licensee's previous event to satisfy this deposit requirement.

C. Settlement. At the conclusion of the Event (or each session of the Event, if applicable), Licensor and Licensee shall conduct a preliminary settlement respecting all items of income and expense which are subjects of this Agreement. At said settlement, Licensee and Licensor shall preliminarily account to the other for all income items received by each as of such date and shall make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. A final settlement shall be made by the parties within seven (7) business days following the expiration of the Term.

D. Premium Seating. Licensee acknowledges that use of all suites and other premium seating areas in the Arena (as designated by Licensor) are neither part of the Licensed Premises nor licensed or provided by Licensor to Licensee, and Licensee acknowledges and agrees that any revenue derived from the utilization or license of such suites and other premium seating areas in connection with the Event shall be for the sole account of Licensor.

7. Licenses. Licensee shall secure in advance, prior to commencement of the Term, (a) all licenses and permits that may be required by or in connection with the use of the Arena for the Event and (b) all licenses required by any performing arts societies, such as ASCAP and/or BMI, for music or other works to be utilized or displayed in connection with the Event, and to also include music synchronization rights licensing. Licensee shall do all other acts necessary to comply with all laws and requirements of all public authorities and all rules and regulations of Licensor in connection with the presentation of the Event. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights.

## 8. Concessions/Merchandising/ Parking Programs.

A. Concessions. Licensor specifically reserves to itself and its concessionaires the exclusive right to operate, license, or permit others to operate during the Term any and all concessions for the sale of food, refreshments, beverages, any other concessions and other merchandise of any kind in all of the facilities of the Arena, and Licensor specifically reserves and retains all proceeds from the sale of such food, refreshments, beverages, and other concessions and merchandise at the Event (except as otherwise provided in Section 8.B. below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage, or other merchandise and shall have no right to operate any concessions during the Event, without obtaining Licensor's prior written approval, which approval shall be in Licensor's sole discretion.

B. Merchandise. Licensor reserves and retains for itself the exclusive right to operate, license, or permit others to operate, during the Term, any and all retail sales of merchandise concessions at mutually agreed-upon prices, with its Licensor's designated personnel, and all proceeds from the sale thereof, after deduction of applicable taxes and city licenses and inspections charges, shall be divided in a manner to be negotiated 60 days prior to Event if applicable. Prior to commencement of the Term, Licensee shall deliver, or cause to be delivered, all merchandise to be sold by Licensor hereunder. As between Licensor and Licensee, Licensee shall insure against and bear the risk of damage, theft or other loss of such merchandise, whether or not such merchandise is in the possession or control of Licensor at the time of such loss, unless such claims arise from the negligence or willful misconduct of Licensor and its agents, employees, and contractors, and shall be responsible for all freight and transportation of such merchandise to and from the Arena. Licensee must notify third parties as may be necessary of these rights and that any sale of merchandise requires a written approval of Licensor setting forth the disposition of proceeds from sales.

C. Parking. Neither Licensee nor any of its officers, agents, employees, independent contractors, or others in any way connected with Licensee, shall park any vehicles of any kind anywhere on the Licensed Premises unless approved in writing by Licensor in each instance. If such parking is approved, the approved parties may park only in such areas and at such times as are specifically designated by Licensor. Licensor reserves and retains for itself the exclusive right to operate, license, or permit others to operate during the Term any and all parking programs or parking privileges, and all proceeds from the sale of such parking privileges.

9. **Time of Occupancy.** Licensor shall open the Arena to the public at least one (1) hour before the Event (or each session thereof).

## 10. **Insurance.**

A. Liability Insurance Coverages. Licensee shall, at its sole expense, maintain in effect at all times throughout the Term and the Load-In/Load-Out Period insurance coverage with limits not less than those set forth below with insurers satisfactory to Licensor and licensed to do business in Texas:

| <u>Insurance</u>      | <u>Minimum Limits</u> |
|-----------------------|-----------------------|
| Worker's Compensation | Statutory Limits      |
| Employer's Liability  | \$1,000,000           |

This policy shall include a waiver of subrogation in favor of Indemnitees.

|                               |                                                                            |
|-------------------------------|----------------------------------------------------------------------------|
| Commercial General Liability  | \$1,000,000                                                                |
| Bodily Injury/Property Damage | each occurrence<br>or equivalent, subject<br>to a \$2,000,000<br>aggregate |

This policy shall be on a form acceptable to Licensor endorsed to include the Indemnitees as additional insureds, contain severability of interest endorsements, state that the insurance is primary over any other insurance carried by any Indemnitee, and shall include the following coverages:

- a) Premises/Operations
- b) Independent Contractors
- c) Limited Form Contractual specifically in support of, but not limited to, the indemnity section of this License
- d) Broad Form Property Damage
- e) Personal Injury Liability with contractual and employee exclusions removed

|                                    |                                   |
|------------------------------------|-----------------------------------|
| Comprehensive Automobile Liability | \$1,000,000 Combined Single Limit |
|------------------------------------|-----------------------------------|

This policy shall be on a form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnitees as additional insureds, contain severability of interest endorsements, state that the insurance is primary over any other insurance carried by any Indemnitee, and shall include a waiver of subrogation in favor of Indemnitees.

**B. Personal Property Insurance.** Licensee shall at all times throughout the Term and the Load-In/Load-Out Period, at its sole cost and expense, maintain in full force and effect insurance against fire, vandalism, malicious mischief, business interruption, and such additional and other perils as now are or hereafter or may be included in an “All Risks” insurance policy, which shall insure Licensee’s interest in trade fixtures, furnishings, equipment, stock, improvements, betterments, and other items of personal property constructed or placed in the Licensed Premises, extra expense, business interruption or loss of income, in an amount not less than one hundred percent (100%) of their replacement value. Said insurance policy shall provide for the following: (a) no coinsurance or contribution clause; (b) replacement cost endorsement; and (c) deductible amount not to exceed \$1,000.00 without the prior written consent of Licensor.

As long as this License is in effect, the proceeds from any such policy shall be used for the repair and replacement of Licensee’s trade fixtures, equipment, merchandise, and business interruption or loss of income.

**C. Licensor’s Right to Provide Insurance.** If Licensee refuses or fails to provide the insurance required to be carried by Licensee pursuant to this Section 10, Licensor shall have the right, but not the obligation, to obtain such insurance and, within ten (10) days after receipt by Licensee of Licensor’s request for reimbursement, Licensee shall reimburse Licensor for the cost of such insurance.

**D. Certificates.** Evidence of these coverages represented by certificates of insurance issued by the insurance carrier must be furnished to Licensor prior to Licensee entering upon the Licensed Premises. Certificates of insurance shall specify the additional insured status mentioned above as well as the waivers of subrogation. Such certificates of insurance shall state that the insurance carrier will endeavor to provide written notice to Licensor thirty (30) days prior to cancellation, material change, or non-renewal of insurance, except in the case of non-payment of premiums, for which notice is ten (10) days. Licensee shall provide to Licensor upon request a certified copy of any and all applicable insurance policies. Timely renewal certificates will be provided to Licensor as the coverage renews. Licensee also agrees to provide a Certificate of Insurance naming the additionally named insureds listed in Paragraph 11, below.

## **11. Indemnity.**

**A. INDEMNITY. TO THE EXTENT PERMITTED BY LAW IN THE STATE OF TEXAS, LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS LICENSOR, TRAIL DRIVE HOSPITALITY, LLC, TDH-MGR, LLC, EVENT FACILITIES FORT WORTH, INC., THE CITY OF FORT WORTH, AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, OFFICIALS, AND EMPLOYEES (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS’ FEES, AND COSTS OF INVESTIGATION), AND ACTIONS OF ANY KIND (COLLECTIVELY, “CLAIMS”) ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN, OR ABOUT THE LICENSED PREMISES OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF LICENSEE OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, CONTRACTOR, SUBCONTRACTOR, PATRON, ARTIST, OR GUEST OF LICENSEE, OR BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OF LICENSEE UNDER THIS LICENSE EVEN IF SUCH CLAIMS ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR**

AGAINST ANY INDEMNITEE IN CONNECTION WITH ANY SUCH CLAIM, LICENSEE, ON NOTICE FROM LICENSOR, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT LICENSEE'S EXPENSE. THE PROVISIONS OF THIS SECTION APPLY TO ALL ACTIVITIES OF LICENSEE WITH RESPECT TO THE EVENT AND THE LICENSED PREMISES, WHETHER OCCURRING BEFORE OR AFTER THE EFFECTIVE DATE AND BEFORE OR AFTER THE EXPIRATION OR TERMINATION OF THIS LICENSE. LICENSEE'S OBLIGATIONS UNDER THIS PARAGRAPH ARE NOT LIMITED TO THE LIMITS OR COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY LICENSEE UNDER THIS LICENSE.

**B. WAIVER:** ALL PERSONAL PROPERTY BROUGHT INTO THE LICENSED PREMISES BY OR ON BEHALF OF LICENSEE IS AT THE RISK OF LICENSEE ONLY, AND LICENSEE WAIVES ALL CLAIMS AGAINST INDEMNITEES FOR ANY DAMAGE TO OR THEFT OF PERSONAL PROPERTY IN THE LICENSED PREMISES, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE. TO THE EXTENT LICENSEE CHOOSES TO INSURE THIS PERSONAL PROPERTY, LICENSEE WILL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF ANY INDEMNITEE AND PROVIDE A CERTIFICATE OF INSURANCE VERIFYING THIS WAIVER. LICENSOR WAIVES AND RELINQUISHES ANY RIGHT OR CLAIM AGAINST LICENSEE FOR DAMAGE TO THE LICENSED PREMISES BY WAY OF SUBROGATION OR ASSIGNMENT, TO THE EXTENT COVERED BY INSURANCE PROCEEDS. LICENSOR SHALL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF LICENSEE, AND A CERTIFICATE OF INSURANCE WILL BE MADE AVAILABLE AT THE REQUEST OF LICENSEE.

## **12. Seating.**

**A. Seating.** The Arena seating will be on a first-come, first-serve basis. If applicable, registrant(s) seating will be reserved seating only, and all registrants will be registered to a designated seating level based upon available seating after all production seating holds (if applicable) have been determined. Licensee understands that Licensor will control the manner of sale and distribution of tickets to the Event should Licensee decide to issue tickets for the Event. In such case, the Parties shall enter into a written amendment to this Agreement containing the terms for ticket sales.

**B. Press Seat Allocations.** Licensee shall have the right to review the seat allocation for all reporters, critics, reviewers and other working press personnel which have been made by Licensor.

**13. Remedies Upon Breach.** If Licensee fails to present the Event for any reason, the amounts paid pursuant to Section 6.A. of this License shall be retained by Licensor as consideration for the execution of this License. This License may be terminated for material breach by Licensee or Licensor upon written notice from the non-defaulting party if the defaulting party has failed to cure such default within five (5) days, provided that, in emergency situations, a shorter cure period may be provided as the non-defaulting party shall reasonably specify in such notice. The parties acknowledge that, in emergency situations, the time that will be reasonable to cure such conduct may vary depending on such factors and the type of conduct involved, the ease or difficulty in discontinuing such conduct, and the harm to the non-defaulting party presented by such conduct. If the nature of the default is such that it is not susceptible to cure within five (5) days, the defaulting party shall commence such cure within the five (5)-day period and diligently and expeditiously prosecute the cure to completion. Upon termination of this License pursuant to this

Section 13 Licensor shall be entitled to retain any amounts previously paid by Licensee pursuant to this License, any accrued responsibilities and liabilities of Licensee will not be extinguished, and Licensor shall not forfeit any claims or the exercise of any rights and remedies in connection with this License.

**14. Minors; Foreign Nationals.** In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, use best efforts to ensure that such parties have obtained all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority and Licensee assumes all liabilities as the withholding agent pursuant to the requirements of the Internal Revenue Code and appropriate Federal Regulations.

**15. Compliance With Laws.**

**A. Compliance With Laws.** Licensee shall abide by, conform to and comply with, and shall use reasonable efforts to cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Texas, the City of Fort Worth, and their respective agencies, and of any other governmental department or subdivision thereof having jurisdiction, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Arena. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and make returns and pay all such taxes or charges immediately when due, and indemnify Licensor against all liability, claim, loss or payment of any kind by reason of Licensee's failure or omission to comply with any such law or regulation and/or to pay all or any such taxes or charges.

**B. Americans with Disabilities Act.** Licensor is solely responsible for ensuring the premises' complies in all respects to the Americans with Disabilities Act.

**C. Copyright Laws.** Licensee represents and warrants that nothing contained in the Event or in any other way connected with Licensee's activities under this License shall violate or infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm, corporation, or entity.

**D. Performing Rights.** Securing of any payment for all performing rights for Licensee's Event is the sole responsibility of Licensee. Licensee agrees to indemnify, defend, protect, and hold harmless Licensor and its officers, agents, and employees against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges in connection with this License.

**E. Prohibited Activities.** Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor. Licensee shall not commit any nuisance or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance or cause or produce, or permit to be caused or produced therein, or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors, with the exception of theatrical effects including, but not limited to, non-toxic smoke and fog.

**F. Labor Requirements.** Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law. Licensee shall comply with all laws, rules, and regulations

regarding labor as are applicable to operations on and related to the Licensed Premises and the Event. Should any labor disputes, jurisdictional or otherwise, occur as a result of or connected in any way with Licensee's activities under this License, Licensee assumes the burden of resolving any such disputes at Licensee's sole cost.

#### **16. Restrictions On and Further Obligations of Licensee.**

**A. Condition of the Licensed Premises.** Licensee shall use the Arena in a safe and careful manner. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena. Licensee agrees that any and all equipment or property erected or placed on the Licensed Premises by Licensee shall be removed at Licensee's expense, and Licensee shall quit and surrender the Licensed Premises in clean condition and in as good order and condition as when taken, depreciation for reasonable use thereof excepted, at the end of the Load-In/Load-Out Period.

**B. Fireproofing.** If Licensee brings into the Arena any additional displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the City of Fort Worth. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flame proofed. Use of combustible material is forbidden. Licensor may require that all decorations, drapes, curtains, electric wiring, structures, scenery, sets, costumes, and other materials furnished or erected by Licensee be fireproofed. Licensee shall comply with all such rules, regulations, laws, ordinances, and other regulations related to fireproofing such materials. Licensee understands that approval from the Bureau of Fire Prevention must be obtained before bringing into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term. Licensee understands that the firefighting equipment in the buildings, 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. Vehicles.** No gasoline motor driven vehicles will be permitted to enter into the building, except at Licensor's discretion.

**D. Access of Licensor.**

(1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. 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 approved by Licensor prior to the commencement of the Term.

(3) In licensing the use of the Arena to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

(4) 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 or egress.

**E. Liens.** Licensee shall keep the Licensed Premises free of any liens or claims of lien arising from any work performed, material furnished, or obligations incurred by or on behalf of Licensee in connection with the Licensed Premises, and Licensee agrees to defend, indemnify and hold harmless Licensors from and against any such lien or claim or action thereon, together with related costs of suit and attorneys' fees incurred by Licensors. If Licensee fails to pay or disputes the accuracy or validity of any claim of lien, Licensee shall within ten (10) days after written request by Licensors record such bond as will release the Licensed Premises from the lien or claim of lien.

## **17. Miscellaneous.**

**A. Entirety.** The terms set forth in this License constitute the entire agreement between the parties hereto. All prior negotiations and understandings have been merged herein. Licensee represents that no person acting or purporting to act on behalf of Licensors has made any promises or representations upon which Licensee has relied except those expressly stated herein. This License may only be altered by an instrument executed both by Licensee and Licensors in the same manner as this License is executed.

**B. Notice.** Written notices hereunder by Licensors or Licensee shall be given and shall be effective when served upon Licensors or upon Licensee, as the case may be, or, as an alternative, when deposited in the United States Mail by registered or certified mail properly addressed to Licensors or to Licensee, as the case may be, at the mailing address stated in this License. Licensee hereby waives all other forms of notices that are or may be prescribed by the laws of Texas. Notices shall be given to the parties hereto at the following addresses:

To Licensee:

**BREWER HIGH SCHOOL**  
1025 W Loop 820 N  
Fort Worth, Texas 76108  
Attn: Jeff Seeton

To Licensors:

**MULTIPURPOSE ARENA FORT WORTH  
D/B/A TRAIL DRIVE MANAGEMENT CORP.**  
1911 Montgomery Street  
Fort Worth, Texas 76107  
Attention: Matt Homan  
Telephone: (817) 402-9000  
e-mail: [mhoman@dickiesarena.com](mailto:mhoman@dickiesarena.com)

Either party may change its address for notice by giving the other party ten (10) days' written notice of such change.

**C. Prohibition on Assignment.** Licensee shall not transfer, assign, hypothecate, or encumber this License or any right or interest therein nor sub-license the Licensed Premises or any part thereof nor in any way assign or transfer rights on or to the Licensed Premises, without in each case obtaining the prior written consent of Licensors, which consent shall be in Licensors' sole discretion.

**D. Relationship of Parties.** Nothing contained in this License shall be deemed or construed to create the relationship of landlord and tenant, of principal and agent, of partnership, or of joint venturer or of any association between Licensors and Licensee. Neither the method of computation of payment of fees nor any other provisions contained in this License nor any acts of the parties hereto shall be deemed to create any relationship between Licensors and Licensee other than the relationship of licensors

and licensee. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

**E. Force Majeure.**

(1) If any event occurs whereby Licensor's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause beyond the reasonable control of Licensor, such as destruction or damage to the Arena or unfitness of the Arena for occupancy as a result of fire or other Act of God, riot, labor strike, national or local emergency, calamity or other cause not reasonably within Licensor's control (each a "Licensor Force Majeure"), Licensor's performance under this Agreement shall be suspended for the period of the Licensor Force Majeure, such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement by Licensor, and Licensor shall return to Licensee any advance payment made to Licensor for the affected period without any further liability or obligation on the part of Licensor which arises out of such suspension.

(2) If any event occurs whereby Licensee's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause not entirely within Licensee's control and which it could not by reasonable diligence have avoided (each a "Licensee Force Majeure"), then, Licensor or Licensee shall have the option, without liability to the other party, to suspend the engagement for the Event for the duration of such Licensee Force Majeure, by giving the other party written notice thereof, and such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement by either party.

(3) Upon removal or cessation of the Licensor Force Majeure or Licensee Force Majeure, as applicable, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term.

**F. Venue.** THE LICENSE SHALL BE DEEMED TO HAVE BEEN MADE IN AND ALL TERMS AND CONDITIONS ARE PERFORMABLE IN TARRANT COUNTY, STATE OF TEXAS, AND ITS VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH AND OPERATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. The venue of any litigation arising out of or related to this License shall be only in the state or federal courts in Tarrant County, Texas.

**G. No Waiver.** No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

**H. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**I. 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.

**J. Counterparts.** This License may be executed in one or more counterparts each of which shall be deemed an original, and all such counterparts shall for all purposes constitute a single

instrument. This License may initially be executed, and shall thereupon be binding and effective on the parties, through the exchange of duly executed signature pages that are scanned and emailed.

**K. Authority.** Each party represents and warrants that it is free to enter into this License and is not subject to any conflicting obligations or any disability which would interfere with its execution or performance of this License and that it has the full right, power, and authority to enter into this License and to grant all rights and perform all services provided for herein.

**L. IRS Withholding** Licensee acknowledges that, in the event Licensor receives a written withholding directive from the Internal Revenue Service Due to an IRS Determinant that the artist(s) or performer(s) that are the subject of the Event may be “non-resident aliens” (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code (“IRC”)), then Licensor shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the Event a written certification, in a form acceptable to Licensor in its sole discretion, that there are no “non-resident aliens” (as defined under the IRC) performing at the Event, and Licensor has no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding Agreement (“CWA”) with the IRS and a withholding agent, and Licensor has been provided with a copy of the CWA prior to the Event, or (iii) Licensee withholds thirty percent (30%) of the compensation due to the artist’s touring company and provides documentation of such withholding to Licensor.

**M. Remedies Cumulative.** Either Licensee or Licensor may restrain or enjoin any breach or threatened breach of any covenant, duty, or obligation of the other party herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of both parties hereunder, at law or in equity, shall be deemed cumulative, and no remedy of either party, regardless of whether exercised, shall be deemed to be in exclusion of any other.

**N. Independent Obligations.** The obligation of Licensee to pay all License Fees and other sums hereunder provided to be paid by Licensee and the obligation of Licensee to perform Licensee’s other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise. Licensee waives and relinquishes all rights which Licensee might have to claim any nature of lien against or withhold, deduct from, or offset against any License Fees and other sums provided hereunder to be paid Licensor by Licensee.

**O. Limitation of Liability.** Under no circumstances whatsoever shall Licensor or Licensee ever be liable hereunder for consequential damages or special damages.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**LICENSOR:**

**MULTIPURPOSE ARENA FORT WORTH,  
D/B/A TRAIL DRIVE MANAGEMENT CORP.**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Matt Homan, President and General Manager

**LICENSEE:**

**BREWER HIGH SCHOOL,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_