

THE STATE OF TEXAS §
COUNTY OF HARRIS §

**LICENSE AGREEMENT
GEORGE R. BROWN CONVENTION CENTER**

THIS **LICENSE AGREEMENT** (the "Agreement") is made by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a home rule city of the State of Texas, whose address is to the attention of the Director of its Convention and Entertainment Facilities Department (the "Director"), 1001 Avenida de las Americas, Houston, Texas 77010, or such other person as may be designated by the Director, and [Licensee Name] (the "Licensee"), whose address is

[Address]
[City, State & Zip]
[Phone #]
[Fax #]

1. License. The City hereby grants and the Licensee hereby accepts a license to use and to occupy that portion of the **GEORGE R. BROWN CONVENTION CENTER** (the "Facility"), "**AS IS**", that is described as follows for the License Period and License Fees described below:

Portion of Facility ("Premises")	License Period	License Fee

2. Event. The Licensee represents and warrants that it will use the Premises for the following function or activity: [Event Name] (the "Event"), more particularly described by Licensee as follows: [Event description in 25 words or less]. The Licensee shall not change the function or activity described herein without a written amendment to this Agreement signed by the Director and the Licensee.

3. Payment. The Licensee shall pay the City [Payment Amount #1] toward the License Fee on or before [Payment Date #1]. The Licensee shall pay the License Fee remainder of [Payment Amount #2] on or before [Payment Date #2]. If payment is not received within the time period stated herein, then the Director, in his or her sole discretion, may assess a ten percent (10%) late charge or terminate this Agreement as provided herein. If an instrument given for payment for an amount due under this Agreement is dishonored, then the Director, without foregoing any other available remedy, shall assess and the Licensee shall pay a charge of twenty-five dollars (\$25.00). The Licensee shall not occupy any portion of the Premises unless the License Fee has been paid in full and the Licensee has provided the insurance certificate described in this Agreement.

4. Deposit. The Licensee shall post a Deposit (the "Deposit") in the amount of [Deposit Amount] with the City on or before [Payment Date #2]. All fees, charges and expenses described in this Agreement other than the License Fee, including, but not limited to equipment rental and damage to the Facility, shall first be deducted from the Deposit and the remainder, if any, shall be itemized on the Invoice. Neither the amount of nor failure to collect the Deposit shall constitute a limitation on the liability of the Licensee or a waiver of the right of the City to recover from the Licensee under this Agreement.

5. Invoice. Within thirty (30) calendar days after the last day of the License Period, the City shall issue an accounting statement to the Licensee itemizing all charges and/or credits (the "Invoice"). The Licensee shall pay the City any amount due within thirty (30) calendar days following the issuance of the Invoice.

6. Equipment Rental. The License Fee is for the Premises only and does not include rental charges for tables, chairs, risers, portable dance floors, pianos, sound systems or any other equipment. Use of equipment is at the option and additional expense of the Licensee.

7. Ticket Surcharge. Excluding Registration Fees and entry fees for seated meal functions, in addition to the License Fee, the City shall impose and Licensee shall pay a surcharge on each Ticket sold for any Event (the "Ticket Surcharge") to which an admission fee of five dollars (\$5.00) or more is imposed, to be assessed as follows:

- I. Two dollars (\$2.00) on each Ticket sold at a face value of ten dollars (\$10.00) or more
- II. One dollar (\$1.00) on each Ticket sold at a face value of at least five dollars (\$5.00), but less than ten dollars (\$10.00).

The surcharge shall be calculated based on the original price of the Ticket, notwithstanding any discount or other incentive. The Ticket surcharge is subject to sales tax, payment of which is the sole responsibility of the Licensee. The Licensee agrees to comply with the Ticket surcharge procedures set forth in the Exhibit "B" Rules & Regulations.

8. Insurance. THE LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, PROCURE AND MAINTAIN THROUGH THE DURATION OF THE LICENSE PERIOD THE FOLLOWING MINIMUM INSURANCE COVERAGES:

- I. **COMMERCIAL GENERAL LIABILITY INSURANCE AGAINST CLAIMS FOR BODILY INJURY OR DEATH AND PROPERTY DAMAGE OCCURRING IN OR UPON OR RESULTING FROM THE PREMISES, SUCH INSURANCE TO AFFORD IMMEDIATE PROTECTION TO THE LIMITS OF NOT LESS THAN \$500,000 PER OCCURRENCE, AND \$1,000,000 AGGREGATE AND SUCH INSURANCE SHALL INCLUDE (a) ADVERTISING INJURY AND (b) PERSONAL INJURY;**
- II. **WORKERS' COMPENSATION (STATUTORY AMOUNT);**
- III. **EMPLOYER'S LIABILITY – \$500,000 BODILY INJURY FOR EACH ACCIDENT; DISEASE LIMITS OF \$1,000,000 PER POLICY AND \$500,000 PER EMPLOYEE; AND**
- IV. **AUTOMOBILE LIABILITY – IF THE LICENSED PREMISES INCLUDES ONE OR MORE EXHIBIT HALLS, THEN COVERAGE SHALL ALSO INCLUDE OWNED, HIRED, AND NON-OWNED VEHICLES WITH A COMBINED SINGLE LIMIT OF \$1,000,000.**

THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES, EXCEPT WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY, WITHOUT ANY RESTRICTIVE MODIFICATIONS. ALL POLICIES SHALL CONTAIN AN ENDORSEMENT WAIVING ANY CLAIM OR RIGHT OF SUBROGATION AGAINST THE CITY.

THE LICENSEE SHALL GIVE WRITTEN NOTICE TO THE DIRECTOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO CANCELLATION, MATERIAL ALTERATION OR NON-RENEWAL OF ANY SUCH INSURANCE.

THE ISSUER OF ANY POLICY SHALL HAVE A CERTIFICATE OF AUTHORITY TO TRANSACT INSURANCE BUSINESS IN THE STATE OF TEXAS AND HAVE A BEST'S RATING OF AT LEAST B+

AND A BEST'S FINANCIAL SIZE CATEGORY OF CLASS IV OR BETTER, ACCORDING TO THE MOST RECENT EDITION OF BEST'S KEY RATING GUIDE, PROPERTY-CASUALTY UNITED STATES.

THE LICENSEE SHALL MAINTAIN WITH RESPECT TO EACH SUCH POLICY OR AGREEMENT EVIDENCING SUCH INSURANCE WITH SUCH ENDORSEMENT AS MAY BE REASONABLY REQUIRED BY THE DIRECTOR AND SHALL DELIVER TO THE DIRECTOR A CERTIFICATE WITH RESPECT TO SUCH INSURANCE IN A FORM REASONABLY SATISFACTORY TO THE DIRECTOR ON OR BEFORE [Insurance Due Date].

NEITHER THE ISSUANCE OF ANY INSURANCE POLICY REQUIRED UNDER THIS AGREEMENT NOR THE MINIMUM LIMITS SPECIFIED ABOVE SHALL BE DEEMED TO LIMIT OR RESTRICT IN ANY WAY THE LIABILITY OF THE LICENSEE ARISING UNDER OR OUT OF THIS AGREEMENT. THE LICENSEE SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR LIABILITY SUFFERED OR INCURRED BY THE CITY AS THE RESULT OF THE FAILURE OF THE LICENSEE TO MAINTAIN OR CAUSE TO BE MAINTAINED THE TYPES OR AMOUNTS OF INSURANCE REQUIRED TO BE MAINTAINED BY THE LICENSEE UNDER THE TERMS OF THIS AGREEMENT.

THE LICENSEE SHALL REQUIRE ALL OF ITS CONTRACTORS, EXHIBITORS AND AGENTS TO PROCURE AND MAINTAIN COMMERCIAL GENERAL LIABILITY INSURANCE NAMING THE CITY AS AN ADDITIONAL INSURED AND AFFORDING IMMEDIATE PROTECTION TO THE LIMITS OF NOT LESS THAN \$500,000 PER OCCURRENCE AND CARRY WORKERS' COMPENSATION BEFORE ALLOWING SUCH PERSONS TO ENTER THE FACILITY. ALL POLICIES SHALL CONTAIN AN ENDORSEMENT WAIVING ANY CLAIM OR RIGHT OF SUBROGATION AGAINST THE CITY.

9. Special Provisions. The following special provisions shall be included in this Agreement, if applicable: [Intentionally omitted.]

10. Exclusive Services. The City and its exclusive providers have sole and total control over all of the following services (collectively, "Exclusive Services"):

- I. Food and beverage service (including samples)
- II. Temporary utilities (electrical, compressed air, water, and drainage)
- III. Telecommunications (voice, data, and network services)
- IV. Exhibit booth cleaning
- V. Facility-affixed audio and lighting
- VI. Structural rigging

The License Fee does not include charges for Exclusive Services.

11. Terms and Conditions. The Terms and Conditions attached hereto as Exhibit "A" are made a part hereof for all purposes.

12. Department Rules and Regulations. The Rules and Regulations are attached hereto as Exhibit "B" and made a part hereof for all purposes.

13. Definitions. All terms defined herein shall have the same meaning in the Terms and Conditions and Rules and Regulations. All terms capitalized herein, but not defined herein, shall have the meaning assigned to such terms in the Terms and Conditions or Rules and Regulations.

14. Rejection of the Licensee's Offer. The execution and delivery of this Agreement to the City constitutes an offer by the Licensee that the City may reject at any time prior to the execution of this Agreement by the City. The Director, on behalf of the City, may reject such offer by depositing written notice to such effect in the United States mail, postage prepaid, addressed to the Licensee.

15. Authority to Sign. The signer of the Agreement hereby represents and warrants that he or she has full authority to execute this Agreement and bind the Licensee.

16. Entire Agreement. This Agreement, the Terms and Conditions, and the Rules and Regulations, constitute the entire agreement between the City and the Licensee. No prior written or contemporaneous oral promises or representations shall be binding upon the City. The Agreement shall not be amended or changed except by written amendment signed by the City and the Licensee. In the event of a conflict between this Agreement, the Terms and Conditions, and the Rules and Regulations the following order shall control:

- I. Agreement
- II. Terms and Conditions
- III. Rules and Regulations

All copies of the signed Agreement must be received in the Convention and Entertainment Facilities Department office no later than [Payment Date #1], or the License Period dates are subject to being released at the sole discretion of the Director. This Agreement shall be effective on the date of countersignature by the Director.

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17. Signatures. The Licensee and City have executed this Agreement in multiple copies, each of which is an original.

[Licensee Name], "Licensee"

By: [Name]
Title: [Title]

Date

CITY OF HOUSTON, TEXAS, "City"

By: Dawn Ullrich
Title: Director, Convention and Entertainment
Facilities Department

Countersignature Date

[FORM APPROVED BY CITY LEGAL DEPARTMENT]