



EVENT PLANNING GUIDE

(effective June 15, 2018)

Midtown Park and Bagby Park (the “Parks”), located in Houston, Harris County, Texas, are owned by the Midtown Redevelopment Authority and managed by the Midtown Improvement and Development Corporation doing business as Midtown Parks Conservancy (MPC).

The Application Process

Midtown Improvement and Development Corporation is a 501(c)3 non-profit organization which manages and operates the Parks. To hold an event at either the Midtown Park or the Bagby Park, you must license space from MPC. The license process begins when you submit an Event Initial Request Form (“Event Request Form”). Submitting an Event Request Form is the first step to ensure that there are no conflicts with other events and programming in the Parks. The Event Request Form can be found at www.midtownhouston.com.

Please note that generally we cannot consider applications for events more than 365 days before the requested date of the event. An exception is made for activities held in conjunction with major events such as Super Bowl, Final Four, etc.

Based on information supplied in the Event Request Form, MPC evaluates the nature and production requirements of your event (“Event”) for appropriateness to the Parks as well as to the Midtown Community. MPC must ensure that requested events can be accommodated in the Park, are properly coordinated, and do not negatively impact the Park and the Midtown Community.

- ***We recommend that a Park Event Initial Request Form (PEIR) be submitted as soon as possible. We may not be able to process an application for an event less than sixty (60) days from the date we receive the PEIR.***
- ***MPC will only work on pricing and venue options once an application has been received for an Event.***
- ***MPC cannot hold or reserve a venue while options are considered by the applicant.***
- ***An executed Park Use License Agreement and paid non-refundable Booking Fee in an amount equal to 20% of the License Fee are required to reserve an event date and for MPC to post the Event on our website.***

FAQs

1. How do I submit a Park Event Initial Request Form (PEIR) to MPC?

Please submit your completed PEIR to the Park Manager via email: events@midtownparkhouston.com. The PEIR can be found at www.midtownhouston.com/PEIR.

2. How long will it take for my Event Request to be evaluated?

It will take two to four weeks to evaluate your event request. This time is necessary to ensure that your Event information is complete, to coordinate with the details of other proposed and scheduled activities and events, and to review your application and ascertain its impact on the Park and its operations. Applications for larger events take more time to review than smaller events.

Once all required information and materials are submitted and all questions have been answered, an on-site walk-through may be arranged with Park staff at the discretion of the Park staff. The original Event Request Form may require revisions due to time and space restrictions, Park Rules, timing of other events, or logistical complications. You will be notified when your Event Request has been approved, and you will be provided with a schedule of fees for the Event, including the Booking Fee.

3. If my Event Request Form is approved, what happens next?

You will be asked to sign the Park Use License Agreement (the "License Agreement"), which describes your Event, the licensed venue within the Park for your Event ("Event Venue"), the License Fee and the terms and conditions regarding your use of the Park for the Event.

You will be required to submit information detailed in the License Agreement and pay a non-refundable Booking Fee to reserve the Event date.

You must return an executed License Agreement within fourteen (14) calendar days of receipt of the License Agreement from MPC, or your Event will be removed from MPC's events pending calendar.

If you return an executed License Agreement within fourteen (14) calendar days and you pay the applicable non-refundable Booking Fee, you become the "Licensee", a term used frequently in this guide and its attachments. If MPC accepts (in its sole discretion) a License Agreement that is signed less than ninety (90) calendar days prior to the Event and you pay the entire License Fee & Security Deposit, you become the "Licensee".

If the License Agreement is signed less than thirty (30) calendar days prior to the Event, then the entire License Fee is due with the signed License Agreement. Otherwise, the Booking Fee shall be:

- The entire License Fee if the License Fee is \$500 or less.
- The greater of \$500 or 20% of the License Fee if the License Fee is more than \$500.

Event dates will not be reserved or confirmed until a License Agreement is executed and Booking Fee is paid. Except as otherwise provided for in the License Agreement, payment of all fees and the Security Deposit (detailed below) is due no later than thirty (30) calendar days prior to the Event.

4. Are there other fees and charges?

In addition to the Booking Fee and License Fee described above, there may be other fees and charges:

- An Additional License Fee may be owed if the nature, size, scope or location of the Event changes (see below).
- Surcharges identified in the Service Fee Schedule payable to MPC as reimbursement for required services that MPC provides such as use of MPC's audio-visual equipment and sound engineer, lights, power washing, etc. These may be determined after execution of the License Agreement but no later than thirty (30) calendar days before the Event. Note that the fees for these items are subject to change until paid.
- Security Deposit.
- Other fees and charges for required services such as cleaning fees, security, EMS, etc. and/or rental items. These fees may be determined after execution of the License Agreement but no later than thirty (30) calendar days before the Event. Note that the fees for these items are subject to change until paid.

Additional License Fee: MPC reserves the right to assess an additional charge (the "Additional License Fee") if the actual number of guests exceeds the Licensee's original estimate in a manner that materially

impacts security, medical or restroom services for the Event. The Additional License Fee shall be equal to a **minimum** of twenty-five percent (25%) of the License Fee stated in the License Agreement and shall become due and payable by Licensee to MPC the day of the Event. In the event that MPC determines, in its sole and absolute discretion, that the Additional License Fee required to be paid will be more than twenty-five percent (25%) of the License Fee to account for the additional guests, including, but not limited to, the burden of wear and tear that such guests will impose on the Event Venue or other Park facilities, MPC shall provide Licensee with notice of same. The Additional License Fee is in addition to any other costs and expenses that MPC may charge Licensee to accommodate the additional guests at the Event. **MPC reserves the right to deduct the Additional License Fee from the Security Deposit if Licensee does not pay the Additional License Fee on the day of the Event, and if the Security Deposit is insufficient to cover such Additional License Fee, any remaining amount shall be immediately due and payable by Licensee to MPC.** If the expected number of guests is anticipated to exceed the number of guests identified on the Event Request Form by a number that creates public safety and/or sanitation hazards as determined by MPC (in its sole discretion), then MPC shall have the right to cancel the Event, and the License Fee (including the Booking Fee) shall be forfeited (and if not yet paid but is otherwise due to MPC in accordance with the terms of the License Agreement, shall nevertheless be required to be paid to MPC).

Security Deposit: The Security Deposit will be used to ensure payment of all amounts owed by the Licensee to MPC pursuant to the terms and conditions of the License Agreement. **The Licensee agrees to reimburse and indemnify (in the manner set forth in Appendix B attached hereto and the License Agreement) MPC for all costs and expenses, including for the reasons listed below, that may be incurred by MPC in excess of the Security Deposit for repair, replacement or payment for any property of MPC or any portion of the Park that is damaged or destroyed by the Licensee, or Licensee's guests, invitees, employees, agents, consultants, contractors (of any tier), suppliers, vendors or representatives or any other person directly or indirectly employed by Licensee or any of the foregoing or for whose actions Licensee or any of the foregoing may be liable (collectively, the "Licensee Parties").**

MPC deposits your Security Deposit in its bank account upon receipt. If MPC does not retain any portion of the Security Deposit pursuant to the reasons listed below, MPC will return the Security Deposit to the Licensee within thirty (30) calendar days after the Event. In addition to any other rights of MPC contained in the License Agreement, MPC may retain the Security Deposit, or a portion thereof, for the following reasons:

- To pay the Additional License Fee.
- To pay additional utility costs when more attendees, Vendors or Exhibitors participate in the Event than were identified in the License Agreement.
- To pay for any property of MPC and any portion of the Park that is damaged or destroyed by the Licensee or any Licensee Parties.
- If Licensee Parties operate vehicles within the Park without MPC's permission.
- For failing to reduce sound (music) levels if required by MPC.
- For engaging in ambush marketing targeted at events or event sponsors being held elsewhere in the Park.
- For failure to vacate the Park in accordance with the schedule described in Appendix A to the License Agreement.
- For failure to submit the required documents listed in Appendix D by the applicable deadlines for submittal set forth therein (10% of License Fee each day that these documents are late).
- For failure to remove Event decorations, equipment and/or signs as and when required by the terms of the License Agreement.
- To pay for costs resulting from incomplete, excessive or unusual clean up.
- To pay for electrical power as described in Appendix C.

- For any use of MPC staff or equipment during set-up or breakdown because of Licensee's inadequate preparation for the Event.
- For violating any provision of the License Agreement.

If the Security Deposit, or any portion thereof, is retained by MPC, MPC will return any unused portion (if any) of the Security Deposit upon resolution to the satisfaction of MPC of the reason for MPC's retention of the Security Deposit or any portion thereof.

Other Fees and Charges: See Appendix A to the License Agreement and Appendix C for other fees, costs and charges. We recommend that you identify the personnel, services and equipment that you intend to obtain from MPC at the time the License Agreement is signed because MPC cannot commit to providing these items until you do so. You must identify and pay for these items with an addendum to the License Agreement no later than ninety (90) days prior to your Event. If these services or items are needed during your Event, and such services or items were not identified in an addendum to the License Agreement and paid for no later than ninety (90) days prior to your Event, the charges incurred will be deducted from the Security Deposit. If the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to MPC.

Discounts and Sales Taxes: A discount may be offered to Houston-based 501(c)3 charitable non-profit organizations if the applicant submits with its application a copy of its IRS Determination Letter confirming its non-profit status. MPC will not execute a License Agreement that provides for discounted fees without these documents. In addition, Applicant must provide a State of Texas Sales Tax Exemption Form in order for MPC to remove sales taxes from certain rental items and services that MPC is to provide in accordance with the License Agreement.

5. What if our Event plans change?

If your Event Venue(s), date(s), set-up time or other aspects of your Event change prior to your Event, you should execute the updated Appendix A or other amendment to the License Agreement so that MPC is aware of and has approved these changes. Any changes and/or additions to the Event made less than thirty (30) days prior to the Event must be paid for prior to the Event.

6. What if we have to cancel?

The Booking Fee is non-refundable in all circumstances. A refund of the License Fee less the Booking Fee shall be made only if (a) Licensee is not in default under, and has otherwise complied with the terms and conditions of, the License Agreement and (b) written notice of the cancellation is received by MPC at least ninety (90) days prior to the actual date of the Event, each having to be the case in order for Licensee to receive a refund of the License Fee (less the Booking Fee). Cancellations received eighty nine (89) days or less prior to the actual date of the Event shall result in forfeiture of the License Fee (including the Booking Fee) paid, and in the event that payment of the License Fee has not yet been made to MPC, the License Fee shall nonetheless be immediately due and payable to MPC.

In the case of rain or other inclement weather, the Licensee is responsible for arrangements necessary to avoid cancellation of the Event. **A Rain Plan, including (without limitation) additional tenting or rain location is the responsibility of the Licensee.** To protect lawns and other Park facilities, it will be at the sole discretion of MPC to determine whether measures to minimize damage to the turf are necessary or the Event will be cancelled due to weather conditions. These requirements may include the use of protective measures before or during the Event, such as use of hay, straw, mulch or special flooring to protect the turf; relocation to another lawn within the Park; or aeration and treatment following the Event. The Licensee will be advised of the required use of these measures, the cost of which will be deducted from the security

deposit. In the event that the cost is more than the security deposit, the remainder shall be owed by the Licensee. In the case that additional measures to protect the turf are necessary, the cost will be deducted from the licensee's security deposit.

If weather conditions prevent the occurrence of the Event, the Licensee may select an alternate date from available dates on MPC's Calendar. MPC will not be held liable for an Event cancellation due to rain, act of God, other natural disaster or any other cause not within the control of MPC and will not refund the License Fee (including the Booking Fee); however, other charges for costs not incurred will not be charged and/or will be returned and the Security Deposit will be returned. MPC may have incurred costs for rental items and services if the Event is cancelled within thirty (30) days of the Event, and in the event that any such costs have not yet been paid to MPC, such costs shall nonetheless be immediately due and payable to MPC.

If the licensee wishes to secure a rain date in advance they must pay a second Booking Fee for the alternate date. If the Rain Plan is activated, the remaining License Fees (less the first Booking Fee) will transfer to the new date. Should the event move to the rain date all costs incurred will be the responsibility of the Licensee.

7. What happens after the Event?

MPC will monitor the Event Venue to verify that you have removed all of your equipment in accordance with the schedule in the License Agreement. After all items are removed, we will check for damage and for power used on the electrical sub-meter (if applicable). Taking into consideration any Additional License Fees and other reasons to retain all or part of the Security Deposit, MPC will then determine the amount of the Security Deposit to be retained and the amount to be refunded to the Licensee. In some cases, the Licensee may owe more than the Security Deposit.

8. What are the insurance requirements?

MPC requires that the Licensee provide a Certificate of Liability Insurance, which shall include, if applicable, evidence of Liquor Liability Insurance, and meet all requirements as further described in Appendix B. The Certificate of Insurance must be provided at least thirty (30) calendar days prior to the Event. If the Licensee is unable or unwilling to provide insurance then the Event will be cancelled and the License Fee (including the Booking Fee) shall be forfeited. If payment of the License Fee has not yet been made to MPC, the License Fee shall nonetheless be immediately due and payable by Licensee.

In executing the License Agreement, the Licensee will agree to indemnify MPC, Midtown Redevelopment Authority, (the "Authority"), Tax Increment Reinvestment Zone Number Two (the "Zone"), Midtown Management District (the "District"), and the City of Houston, Texas (the "City") in accordance with the requirements of Appendix B. These entities should be listed on your Certificate of Insurance as additional insureds.

Please be advised that the ability to hold events in the Park is a privilege and not a right. While MPC is interested in promoting the use of the Park, MPC must weigh numerous factors in assessing each Event Request Form and may not always be able to accommodate your requested use. As such, submitting an Event Request Form does not ensure that you will be able to hold your Event in the Park. Only Licensees who have fully executed the License Agreement, supplied all required documentation and information, and made all monetary payments will be permitted to hold an event in the Park. In addition, MPC reserves the right to reject, without review, applications made by parties that have held past events in the Park after which all or a portion of the Security Deposit was retained.

Attachments to the Event Planning Guide

(except as noted, attachments listed below are attachments to the License Agreement as well)

Appendix A-1	Description of Event Venues, Fees and Specifications for Midtown Park <i>(Replaced by your Event's specific fees and description in the License Agreement)</i>
Appendix A-2	Description of Event Venues, Fees and Specifications for Bagby Park <i>(Replaced by your Event's specific fees and description in the License Agreement)</i>
Appendix A-3	Fee Schedule for Certain Services and Rental Items
Appendix B	Insurance and Indemnification
Appendix C	Mandatory Requirements
Appendix D	Checklist of Advance Submittals and Payments
Appendix E	Vehicular Access Guidelines
Appendix F	Caterer and Contractor Guidelines

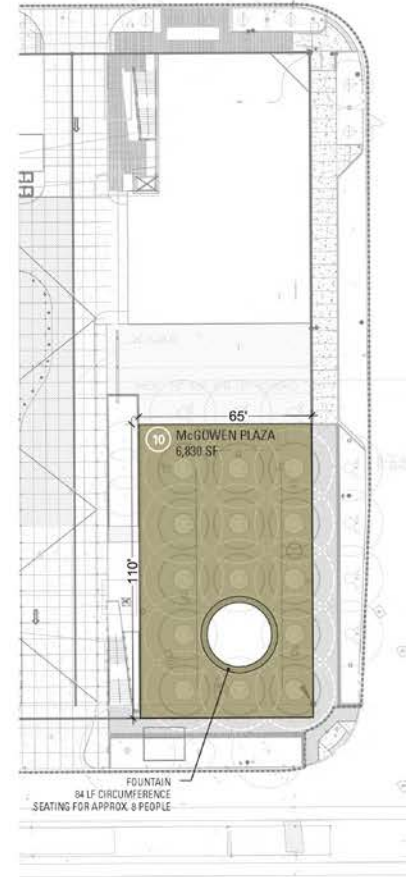
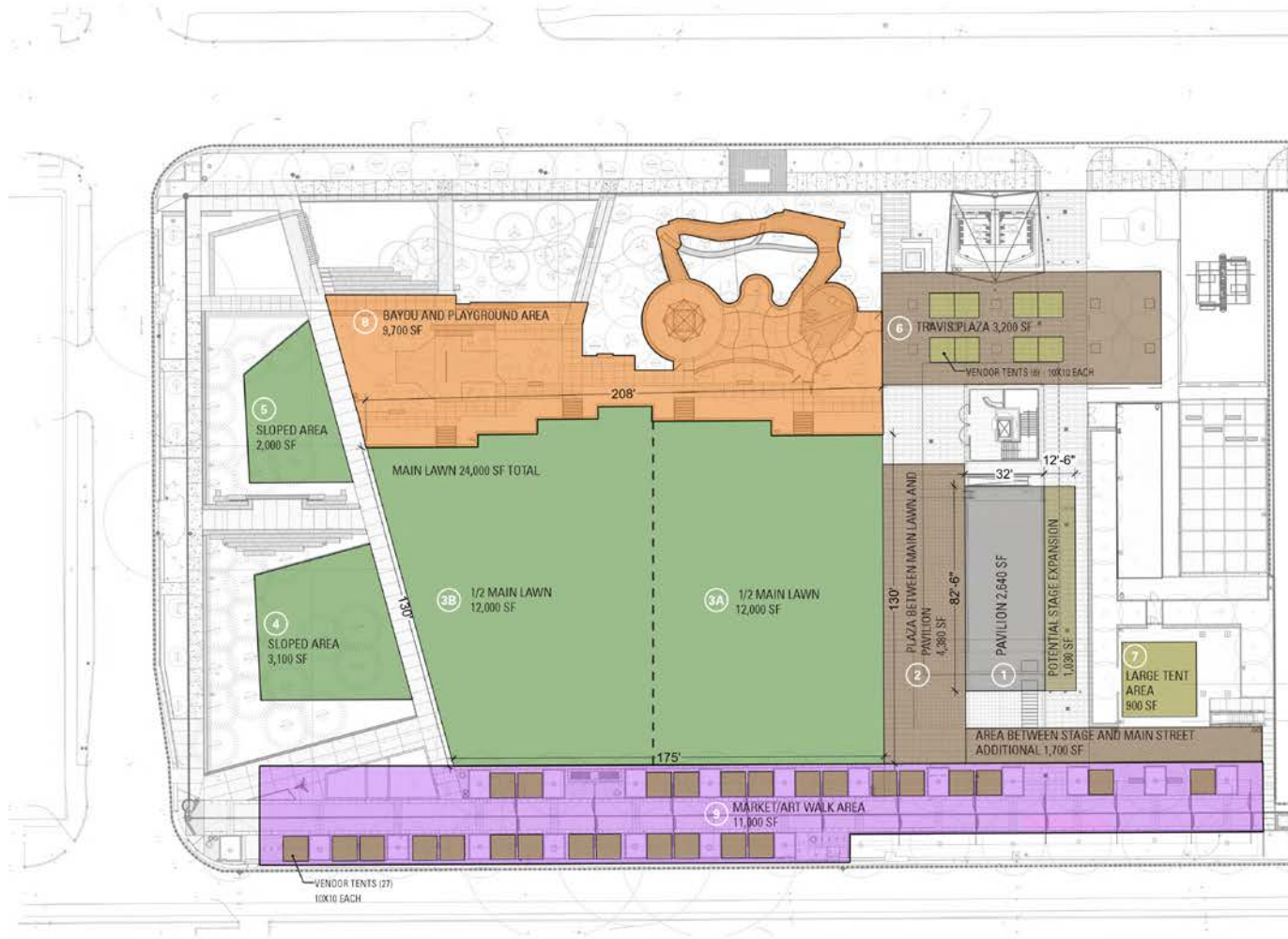
Appendix A-1

DESCRIPTION OF EVENT VENUES, FEES AND SPECIFICATIONS FOR MIDTOWN PARK

Please note: Event schedules must allow adequate time for lawns to rest. Lawns may be unavailable for use in wet weather and for rest periods after new grass has been planted.

Area	Size	Cost
Pavilion (1)	2,640 sf	\$950
Plaza (2)	4,380 sf	\$475
Main Lawn (3)	24,0000 sf	\$4750
½ Main Lawn (3)	12,0000 sf	\$2375
Sloped Area (4)	3,100 sf	\$475
Sloped Area (5)	2,000 sf	\$475
Travis Plaza (6)	3,200 sf	\$500
Large Tent Area (7)	900 sf	\$500
Bayou & Playground Area (8)	9,700 sf	\$2000
Market/Art Walk Area (9)	11,000 sf	\$1800
Dog Park (11)	5,200 sf	\$500
<i>*McGowen Plaza (10)</i>	<i>6,830 sf</i>	<i>\$1450</i>

**Area still under construction and not available.*



Appendix A-2

DESCRIPTION OF EVENT VENUES, FEES AND SPECIFICATIONS FOR BAGBY PARK

Please note: Event schedules must allow adequate time for lawns to rest. Lawns may be unavailable for use in wet weather and for rest periods after new grass has been planted.

See Attached

Appendix A-3

FEE SCHEDULE FOR CERTAIN SERVICES AND RENTAL ITEMS

MPC maintains vendor lists for certain services which Licensee may require for the Event. Licensee is responsible for contracting directly with vendors for rental of equipment and services for the Event. MPC is not a party to any agreements between Licensee and vendors and shall have no responsibility with respect to such agreements. MPC is unable to provide equipment and services for the Event and has no control over pricing and availability of needed equipment and services.

Service Fees

There will be a premium rate for holidays on all items in the following list.

Service	Fee
A/V System	\$50.00 per hour, 2-hr minimum (includes trained personnel to supervise and monitor connections to MPC AV System)
A/V Technician/Sound Engineer	\$50.00 per hour, 2-hr minimum (required if MPC AV Technician serves as Sound Engineer for the Event)
Extra Hours or After Hours*	\$55.00 per hour per staff member/AV Technician/Sound Engineer requested
On-Site A/V Consultation	\$35.00 per consult
Use of Midtown Park Dumpster	\$175
Power Washing (As Needed)	\$300.00 - \$2100.00
Excess Utility Usage	\$TBD

**After Hours: 11 pm to 6 am*

Clean-up

Licensee shall arrange for its own Event clean-up. If Licensee fails to clean-up or leave the Event Venue in the same condition it was in at the start of the Event (as determined by MPC in its sole discretion), then MPC will contract with a Vendor for clean-up services. Clean-up charges for most events are based on number of attendees and include trash and recycling containers and liners, removal of trash and recyclables after the Event, post-Event sweeping and hauling trash to an appropriate site for disposal. *(See a full list of guidelines for trash removal in Appendix C)*

Fees for up to five (5) hours of Event Cleanup. Minimum Charge is \$350.00. For more than five (5) hours, add an additional \$75.00/hour for each additional hour (or portion thereof) required to each rate below:

<u>Attendees</u>	<u>Fees</u>
Up to 200	\$350.00
200 to 300	\$385.00
300 to 400	\$450.00
400 to 500	\$525.00
500 to 600	\$575.00
600 to 700	\$645.00
700 to 800	\$725.00
800 to 900	\$775.00
900 to 1,000	\$850.00
1,000 to 1,500	\$1,050.00

Over 1,500 people a roll-off container is required, included in price below:

1,500 to 2,000	\$1,825.00
2,000 to 2,500	\$2,125.00
2,500 +	\$TBD

Appendix B

INSURANCE AND INDEMNIFICATION

The Licensee is required to provide a Certificate of Insurance demonstrating the insurance coverage required to be carried by the Licensee, along with such other evidence of the compliance of such insurance with the below requirements as MPC may require. The Certificate of Insurance must be issued by an authorized representative of the insurer on such form as requested by MPC. The Certificate of Insurance must be provided at least thirty (30) calendar days prior to the Event.

If the Licensee is unable or unwilling to provide insurance then the Event will be cancelled and the Licensee Fee (including the Booking Fee, if any) shall be forfeited. If payment of the License Fee has not yet been made to MPC, the License Fee shall nonetheless be immediately due and payable by Licensee.

In executing the License Agreement, the Licensee agrees to indemnify MPC, the Authority, the Zone, the District and the City of Houston as provided below.

Policies Required

Licensee shall, at its sole cost and expense, obtain and maintain the following policies of insurance:

Commercial General Liability Policy: A commercial general liability insurance policy ("Licensee's CGL Policy"), written on an occurrence basis, naming the Licensee as the named insured (with the effect that Licensee and its employees and contractors of any tier are covered) and MPC, the Authority, the Zone, the District, and the City of Houston, (collectively, the "MPC Insured Parties") as additional insureds and as additional certificate holders, affording protection against liability arising out of personal injury, bodily injury, sickness and death or property damage occurring, in, upon or about the Event Venue or in connection with the Event. Licensee's CGL Policy shall have policy limits of not less than the following: (i) \$1,000,000 each occurrence and (ii) \$2,000,000 general aggregate. Licensee's CGL Policy will be effected under valid policies by insurers having an Alfred M. Best Company, Inc. rating of "A-" or better and a financial size category of not less than "VIII" and shall include a waiver of all rights of subrogation against MPC Indemnitees (defined below).

Liquor Liability Policy: If liquor is served at the Event, a liquor liability policy ("Liquor Liability Policy") covering the Event naming Licensee as the insured (with the effect that Licensee and its employees and contractors of any tier are covered) and MPC Insured Parties as additional insureds, with policy limits of not less than (i) \$1,000,000.00 general aggregate and (ii) \$1,000,000.00 each occurrence.

MPC Not Required to Maintain Insurance

MPC shall not be obligated to maintain and shall not maintain any insurance with respect to the Event.

ADDITIONAL POLICY REQUIREMENTS

Each and every insurance policy required to be carried by the Licensee shall (i) contain an endorsement to the effect that the "other insurance" clause that may appear therein is not applicable to MPC Insured Parties, (ii) name MPC Insured Parties as additional insureds, (iii) duly note and be endorsed upon all slips, cover notes, policies or other instruments of insurance issued or to be issued in connection therewith the interest of MPC Insured Parties, (iv) provide that such policy is primary and that any other insurance of any insured or additional insured thereunder with respect to matters covered by such insurance policy shall be excess and non-contributing, (v) provide that any loss shall be payable in accordance with the terms of such policy

notwithstanding any action, inaction or negligence of the insured or of any other person(s) (including Licensee or MPC Insured Parties) which might otherwise result in a diminution or loss of coverage, including "breach of warranty", and (vi) provide that the respective interests of the Licensee and MPC Insured Parties shall be insured regardless of any breach or violation by the Licensee, MPC Insured Parties or any other person of any warranty, declaration or condition contained in or with regard to such insurance policies.

INDEMNIFICATION

Agreement to Indemnify: To the maximum extent allowed by applicable law, the Licensee covenants and agrees to and hereby does indemnify, protect, defend and hold MPC, the Authority, the Zone, the District, and the City of Houston, and each of their respective partners, directors, officers, shareholders, members, agents, employees, auditors, advisors, consultants, servants, counsel, contractors, subcontractors (of any tier), lessees, sublessees, licensees, lenders, successors, assigns, legal representatives, elected and appointed officials, volunteers and affiliates (collectively, the "MPC Indemnitees") harmless from and against any and all demands, claims, suits, losses, damages, causes of action, fines, penalties, liabilities, costs, settlements, judgments and expenses (collectively, "Indemnity Claims"), including, but not limited to, those Indemnity Claims arising in favor of or brought by any of the Licensee's guests, invitees, employees, agents, consultants, contractors (of any tier), suppliers, vendors or representatives or any other person directly or indirectly employed by Licensee or any of the foregoing or for whose actions Licensee or any of the foregoing may be liable (collectively, the "Licensee Parties"), or arising in favor of or by any governmental authority or any other third party, whether arising in equity, at common law or by statute (including, but not limited to, the Texas Deceptive Trade Practices Act or similar statutes of other jurisdictions), or under the law of contracts, torts (including, but not limited to, negligence and strict liability without regard to fault) or property, of every kind or character (including, but not limited to, Indemnity Claims for death, personal injury, emotional distress, discriminatory denial of access or real or personal property damage) and which are based upon, in connection with, relating to or arising out of, directly or indirectly (i) the Event or Licensee's use or occupation of the Park or any portion thereof in connection with same, (ii) Licensee's breach of the License Agreement, (iii) the actions, inactions, negligence, gross negligence or willful misconduct of any Licensee Parties, (iv) the failure of any Licensee Party to comply with all applicable laws in connection with the Event or the use or occupation of the Park or any portion thereof or (v) any infringement of any intellectual property rights arising out of the Event or the exercise of the Licensee's rights or performance of the Licensee's obligations under the License Agreement, **EVEN IF DUE IN WHOLE OR IN PART TO ANY MPC INDEMNITEE'S NEGLIGENCE OR OTHER FAULT, VIOLATION OF STATUTE (INCLUDING, BUT NOT LIMITED TO, THE TEXAS DECEPTIVE TRADE PRACTICES ACT) OR STRICT LIABILITY; PROVIDED, HOWEVER, THAT THE LICENSEE'S OBLIGATION OF INDEMNIFICATION HEREUNDER SHALL NOT EXTEND TO THE PERCENTAGE OF ANY INDEMNITY CLAIMS CAUSED BY ANY MPC INDEMNITEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** The obligations of the Licensee shall not be construed to negate, abridge or reduce the rights or obligations of indemnity, which would otherwise exist as to any MPC Indemnitee, but shall operate to expand or increase such obligation, if applicable. None of (i) the insurance required by the Licensee, (ii) any other insurance carried by the Licensee or any Licensee Party, (iii) MPC Indemnites being named additional insured on certain insurance carried by Licensee nor (iv) any benefits payable under any employee benefits acts shall be construed as a limitation upon the duties and obligations of Licensee hereunder. This indemnity includes Licensee's agreement to pay all costs and expenses of defense, including, but not limited to, attorney's fees and expenses of litigation and court costs incurred by any MPC Indemnitee. This indemnity shall apply without limitation to any liabilities imposed on any party indemnified hereunder as a result of any statute, rule, regulation or theory of strict liability. The Licensee expressly assumes the entire liability pursuant to this indemnification provision for any and all liabilities arising in favor of any third party, governmental authority or MPC Indemnites.

Conduct of Claims: MPC shall, reasonably promptly after the receipt of written notice of any action, proceeding or claim against any MPC Indemnitees in respect of which indemnification may be sought (an "Indemnity Action or Claim"), notify the Licensee of such Indemnity Action or Claim. In case any Indemnity Action or Claim shall be made or brought against any MPC Indemnatee, the Licensee may, or, if so requested, by MPC shall, assume the defense thereof with counsel approved by MPC, but which in all events shall be skilled, competent and experienced to defend MPC Indemnitees in question with respect to the Indemnity Action or Claim in question. In such circumstances, MPC Indemnitees subject to the Indemnity Action or Claim shall have the right to participate and be represented by counsel of their own choice in or with respect to any such Indemnity Action or Claim, and the Licensee shall cooperate with such counsel at no cost to such MPC Indemnatee. If the Licensee assumes the defense of the relevant Indemnity Action or Claim, the Licensee shall not settle any Indemnity Action or Claim without the prior approval of MPC and any other applicable MPC Indemnatee to the extent such settlement requires any action or forbearance from action or payment or admission on the part of MPC or any MPC Indemnatee in question.

Failure to Defend: It is understood and agreed by the Licensee that if Licensee fails or refuses to assume the defense of any Indemnity Action or Claim, after having received notice from MPC of its obligation hereunder to do so, MPC Indemnitees may compromise or settle or defend any such Indemnity Action or Claim, and Licensee shall be bound and obligated to reimburse MPC Indemnitees for the amount expended by MPC Indemnatee in settling and compromising any such Indemnity Action or Claim, or for the amount expended by any MPC Indemnatee in paying any judgment rendered therein, together with all reasonable attorneys' fees and court costs incurred by MPC Indemnitees for defense or settlement of such Indemnity Action or Claim. Any judgment rendered against any MPC Indemnatee or amount expended by any MPC Indemnatee in compromising or settling such Indemnity Action or Claim shall be conclusive as determining the amount for which Licensee is liable to reimburse such MPC Indemnatee hereunder.

No Third Party Beneficiary: Without affecting or limiting in any manner the obligation of the Licensee to indemnify any MPC Indemnatee pursuant to the terms hereof, the above provisions may only be enforced by MPC and are not intended to create or grant any rights, contractual or otherwise, to any other person.

No Waiver of Governmental Immunity: NOTHING HEREIN SHALL WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE AUTHORITY, THE ZONE, THE DISTRICT OR THE CITY OF HOUSTON UNDER ANY APPLICABLE LAW OR IN ANY WAY WAIVE OR LIMIT ANY DEFENSES OF MPC OR ANY MPC INDEMNITEE UNDER APPLICABLE LAW.

MPC INSURANCE CERTIFICATE REQUIREMENTS

Midtown Improvement and Development Corporation doing business as Midtown Parks Conservancy (“MPC”) requires insurance for all licensees, contractors and vendors. Without evidence of this coverage, no activity will be permitted to take place on the grounds of the Parks. Licensees, contractors and vendors must provide a Certificate of Insurance (COI) that meets the specifications outlined in this document.

Please Note: The Certificate of Insurance, the Endorsement, and the Waiver of Subrogation must be in the name of the Licensee, Vendor or Contractor and must be received at least 30 days before the Event. **Licensees, Contractors and Vendors wishing to provide a COI should forward this document to Insurance providers.**

Insurance Carriers: MPC requirements are listed below. Licensees, vendors or contractors not able to meet these requirements will not be permitted to conduct activity at the Parks.

- Commercial General Liability Insurance written on an occurrence basis with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. The following types of coverage may be required:
 - Liquor Liability - if beer/wine/liquor is being served at your event.
 - Automobile Liability - if driving, loading or unloading on property.
 - Workers Compensation and Employers Liability - if employees will be onsite.
- The Certificate of Insurance **must include** the following items:
 - Midtown Improvement and Development Corporation doing business as Midtown Parks Conservancy must be listed as the Certificate Holder.
 - The following entities must be listed as “Additional Insured” on the endorsement: **Midtown Improvement and Development Corporation doing business as Midtown Parks Conservancy, Midtown Redevelopment Authority, Tax Increment Reinvestment Zone No. 2, Midtown Management District and the City of Houston, OR**, a blanket endorsement may be provided if a written contract exists between the Licensee, Vendor or Contractor and MPC.
 - A waiver of subrogation including the following language: **“Waiver of subrogation is provided in favor of the Certificate Holder in regards to general liability. The insured’s coverage shown on this certificate is primary and non-contributory to any insurance in effect for the certificate holder”**, OR, a blanket endorsement may be provided if a written contract exists between the Licensee, Vendor or Contractor and MPC.

Send a copy of each Certificate of Insurance, including all endorsements and waivers, to:

Midtown Improvement and Development Corporation d/b/a Midtown Parks Conservancy
Attn: Vernon Williams, Chief Administrative Officer
410 Pierce, Suite 355
Houston, Texas 77002
Phone: 713-526-7577
Fax: 713-526-7519
Email: vernonw@houstonmidtown.com

Appendix C

MANDATORY REQUIREMENTS

These Mandatory Requirements are an integral part of the terms and conditions of the License Agreement. The Licensee shall note these mandatory requirements when planning its Event. However, these Mandatory Requirements do not constitute all of the terms and conditions of the Park Use License Agreement:

License Fee

In general, the License Fee provides the Licensee with approval to use the Event Venue for the Event. Other than expressly stated, no services and/or equipment are included in the License Fee. **At all times, Licensee is responsible for all Event coordination, and while an MPC representative may be on-site during this process, this representative will not assume responsibility for these activities or provide any manpower or equipment unless otherwise provided for in the License Agreement.** If MPC is required to supply any personnel, items or equipment, MPC shall charge on a per request/per item basis as described in Appendix A. These charges will be deducted from the Security Deposit and if the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to MPC.

Additional Fees

If the Licensee is not prepared to properly handle event set-up or breakdown and MPC (in its sole discretion) deems it necessary to provide services and equipment required to complete set-up and/or breakdown to prevent adverse impacts on public safety, other activities in the Park or to avoid damage to Park facilities and landscaping, the costs incurred by MPC will be owed by the Licensee. These costs shall be deducted from the Security Deposit and if the Security Deposit is insufficient to cover all such costs, any remaining amount shall be immediately due and payable by Licensee to MPC. Extra fees will be charged for extended use of the Event Venue beyond the schedule established in Appendix A for set-up or breakdown and also for failure to completely vacate the Event Venue and the Park after the Event within the time period specified in Appendix A.

Activity Limitations

- The Licensee's activity must be contained within the Event Venue.
- The Licensee shall not permit gambling or any other illegal activity at the Event.
- No person or organization (including non-profit organizations) may solicit funds or distribute circulars or other literature promoting a product or service involving the exchange of money at the Park without the written permission of MPC in its sole discretion.
- No person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation or national origin during the use of the Park facilities.
- Prohibiting the audience from filming, photographing or otherwise recording the Event is the sole responsibility of the Licensee.

Possession of weapons prohibited

Possession of firearms, guns or weapons of any kind is forbidden in the Park. Anyone who fails to comply with this prohibition or who otherwise violates any laws (whether local, state or federal) with respect to firearms of any kind or any other weapon will be immediately removed from the Park and may be subject to arrest and prosecution.

Right of Entry

The Park and its venues shall at all times be under the charge and control of MPC. MPC shall at all times have free and unlimited access to the Park, its venues and facilities, and shall have the right at any time to enter any portion thereof for any purpose whatsoever.

Right of Removal

MPC reserves the right to control all individuals in the Park, its venues and facilities, including, but not limited to, any employee, agent, contractor, sponsor or invitee of the Licensee. MPC may remove from the Park, its venues and facilities any such individual and reserves the right to eject any objectionable individual (as determined in MPC's sole discretion) without prior notice to the Licensee. The Licensee hereby waives any and all claims for damages of any kind against MPC that may result from such action.

Americans with Disabilities Act

The Licensee is responsible for non-permanent accessibility requirements such as, but not limited to, seating accessibility and auxiliary aids for the visually impaired, hearing impaired, and mobility impaired. The Licensee agrees to and shall comply with the Americans with Disabilities Act, the Rehabilitation Act, Chapter 121 of the Texas Human Resources Code, and the Texas Architectural Barriers Act, Tex. Rev. Civ. Ann. Art. 9102 and all similar laws, rules, regulations and ordinances in effect at the time in question.

All walkways inside the Midtown Park, excluding the driveway area between the Camden Pavilion and the Dog Park and Games area must remain open to the public with at least a 4 foot right-of-way.

PERMITS AND VENDORS

Laws and Permits/Licenses

The Licensee, its contractors, vendors and any contracted services shall strictly comply with ALL applicable federal, state and local laws, rules, ordinances, court orders and regulations, including (without limitation) health and safety codes, federal anti-terrorism laws, the City of Houston's Code of Ordinances, Department of Health & Human Services, Building Code, Fire Code, and the rules and regulations promulgated by MPC (the "Park Rules"), all as may be amended from time to time. The Licensee agrees to cooperate with Park staff and any relevant governmental authority to ensure compliance with all such laws. The Licensee is responsible for all federal, state and local permits and licenses for its Event, including (without limitation), ALL permits or licenses related to liquor, alcohol, health, tents, fire, sound, lane closures, valet areas and the activity of any Licensee subcontractor that requires a permit. Licensee assumes full responsibility for the conduct of all persons in attendance at the Event and for all damage to the Park premises during the Event.

Photography and Filming

Use of the Park for photography/videography that is (1) commercial or (2) requires exclusive use of an area of the Park requires written authorization from MPC. There is an hourly fee, based on appropriateness to the Park, disruption to the public's use of the Park, crew size, complexity of set-up, amount of equipment brought into the Park and space used in the Park. If exclusive use of an area of the Park is required, Licensee shall provide a Certificate of Insurance and indemnity as described in Appendix B. All photographers must obtain the permission of the parent or guardian before photographing a child fourteen (14) years old or younger. Additional information regarding obtaining written authorization for photography/videography can be found online at www.midtownhouston.com. **NOTE: ANY COMMERCIAL USE OF IMAGES OF THE PARK REQUIRES A WRITTEN RELEASE SIGNED BY THE CHIEF ADMINISTRATIVE OFFICER OF MPC.**

Vendors/Subcontractors

Licensee may, and, under certain conditions outlined in this Appendix C, shall, utilize the services of an outside company to assist with the Event production. Certain vendors must be pre-approved by MPC, and the name and contact information for all vendors that will enter the Park **must** be provided to MPC at least thirty (30) calendar days prior to the Event. There is a penalty for failure to provide required documents and information within the time specified.

MPC, may, at its sole discretion, prohibit the use of a proposed vendor under these conditions:

- **the vendor was a party to the default of a previous License Agreement;**
- **the vendor was wholly or partially responsible for damages to the Park;**
- **MPC has an exclusive arrangement for the provision of such services; and/or**
- **the vendor does not otherwise meet Park standards/requirements.**

REQUIRED EVENT SERVICES

Event Planning and Event Services

Licensee is responsible for providing the following items thirty (30) days prior to Event in writing to MPC's Event Coordinator:

- Accurate, legible **Site Maps**
- Clear, complete **Timelines** (including but not limited to: load in, event & load out schedule)
- A complete **contact list** of all Event vendors and suppliers
- An Event **security plan**
- A **power/ electricity plan**
- **Rain Plan**

In addition, the Licensee is responsible for:

- Obtaining all applicable TABC, health or other **necessary Permits**
- Managing all Event **Vendors and Suppliers**
- Providing all executed Waivers of Liability from Vendors
- Providing concessionaire and exhibitor **load-in instructions**
- Managing the Event load-in and load-out.
- Conducting the Event.

If MPC must perform any one of these duties during the Event, it will charge for these services, and the charges will be deducted from the Security Deposit. If the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to MPC.

Public Safety

The Licensee shall, at all times, conduct its activities with full regard for public safety and shall observe and abide by all applicable federal, state and local laws, rules, ordinances, court orders and regulations, including (without limitation), all emergency procedures, regulations, and requests of MPC and any duly authorized governmental agency. The Licensee shall be responsible for the conduct of all Licensee Parties and all other persons admitted to the Event or any portion thereof. The Licensee shall notify MPC immediately in the event of an emergency. MPC shall have no obligation or liability for the security, health or safety of any Licensee Parties or other persons attending or involved with the Event and Licensee hereby indemnifies, releases, and holds the Conservancy harmless from the same (in the manner set forth in Appendix B).

Security

MPC requires that uniformed and armed licensed peace officers certified by the State of Texas ("Officers") be in attendance at the Event, beginning at least one hour before and until one hour after the Event. Officers are needed to help ensure the safety of the attendees and to monitor the Event Venue. All Officers shall be deemed subcontractors of Licensee. Licensee's indemnity in Appendix B includes all security for the Event.

Unless otherwise agreed, Licensee shall provide at least the number of Officers listed below. Additional Officers shall be provided to perform any duties other than safety and monitoring the Event Venue, such as helping to control the traffic (see Traffic section below). MPC reserves the right to require more Officers if in its sole discretion, it deems it necessary to do so. If the number of Officers required exceeds five (5), then one (1) Officer must be a Sergeant. If the number of Officers required exceeds eight (8), then one (1) Officer must be a Sergeant, and one (1) Officer must be a Lieutenant:

0 - 100	Guests:	Officers Optional
101-500	Guests:	One Officer
501-1500	Guests:	Two Officers
1501+	Guests:	One Officer per 500 guests; more may be required if the Event is open to the public

Required numbers above are doubled if alcohol is served at the Event. Additional Officers may be required for Events with attendees who require special attention or security.

Notwithstanding the requirement that the Licensee meet MPC's security standards in connection with holding the Event, including the provision of Officers when applicable, MPC shall have no obligation or liability with respect to the security, health or safety of any Licensee Parties or other persons attending or involved with the Event and Licensee hereby indemnifies, releases and holds MPC harmless from same (in the manner set forth in Appendix B).

Traffic

MPC may require, under certain circumstances, uniformed, armed, and licensed peace officers certified by the State of Texas and experienced in directing vehicular traffic flow ("Traffic Officers") to be present during the Event beginning one half hour before and until one half hour after the Event in accordance with the requirements below. Traffic Officers also may be required to direct vehicular traffic during load-in periods for events with more than ten (10) concessionaires and/or exhibitors. All such Officers will be provided by Licensee at Licensee's sole cost. All Traffic Officers shall be deemed subcontractors of Licensee. Licensee's indemnity in Appendix B includes all security for the Event. If the number of Traffic Officers required exceeds two (2), the Licensee must submit a traffic plan for approval at least thirty (30) calendar days prior to the Event. The Licensee shall provide the following number of Traffic Officers for events for which the majority of guests are arriving by private automobile:

0 – 1,000	Guests	One Traffic Officer required for valet service for 100+ cars.
1,000 – 2,000	Guests	Second Traffic Officer is required for valet service for 100+ cars.
2,000+	Guests	One Traffic Officer per 1,000 guests; plus a Traffic Officer for valet service for 100+ cars.
10+ Concessionaires		One Traffic Officer per load-in point involving 10+ concessionaires.

Emergency Medical Services

MPC requires that emergency medical personnel (“EMS”) certified by the State of Texas be in attendance at the Event, beginning at least one half hour before and until one half hour after the Event. **The company name, company contact information and the EMS personnel scheduled for the Event must be provided to MPC for approval at least thirty (30) calendar days prior to the Event.**

The Licensee shall provide the following number of certified EMS personnel:

- | | |
|------------------|---|
| 0 – 1,000 Guests | EMS personnel optional, but may be required if alcohol is being served to the general public. |
| 1,000+ Guests: | One EMS personnel per 1,000 guests. |

MPC reserves the right to require additional EMS for Events with certain risk factors that include, but are not limited to, high temperatures or alcohol consumption.

Clean-up

All Licensees are required to restore the Event Venue and surrounding areas back to their original condition prior to the period such Event Venue was licensed to the Licensee, immediately following the conclusion of the Event. MPC shall, at its sole discretion, determine the number of temporary trash receptacles required for the Event, and the Licensee will be responsible for obtaining, maintaining and removing those receptacles. All trash must be cleared regularly, bagged and tied, and receptacles properly relined before, during and after the Event, and bagged trash shall be stored for later removal in the location approved by MPC, which shall be fully screened from view outside of the Event Venue. Before leaving the Event Venue, the Licensee shall be responsible for removing all trash bags (full or still in receptacles), litter and debris. Trash from the Event may NOT be disposed of at MPC Receptacles, without prior written authorization. Receptacles, crates, decorations outside of tents, or other materials outside of tents brought to the Event Venue by the Licensee, the Licensee’s contracted services, or its guests must be removed by the Licensee in accordance with MPC’s requirements. The Licensee shall ensure that its employees, vendors, contractors and subcontractors clean up after themselves and maintain a safe working environment. If the Licensee has not cleaned the Event Venue as outlined above, MPC will charge the Licensee to clean the Event Venue and surrounding area, which charge may be deducted from the Security Deposit and if the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to MPC.

MPC strongly encourages Licensee to provide for recycling of cardboard, plastic and metal items discarded by its guests, workers and contractors. If the Licensee opts to clean up the Event Venue during and after the Event on its own, the Licensee should make efforts to sort recyclable items from waste and bag/bind these items in separate piles for recycling by its waste hauler. If this work is subcontracted, then Licensee’s waste hauler should be required to perform the same.

Parking

Parking is not included in the License Fee or any other fees and charges. Parking is not allowed in loading areas except as permitted by MPC in its sole discretion. Buses or large-capacity vans may only be used to drop-off and pick-up passengers. The Licensee is responsible for securing parking for the Event. **MPC cannot guarantee parking for the Event, however arrangements for parking can be made directly with the Midtown Parking Garage operator for a fee.** Parking information is available on our website at www.midtownhouston.com.

The Licensee must provide a parking plan for its Event if attendance will be greater than one thousand (1000) guests or if valet parking will be provided. This parking plan must be submitted to MPC at least thirty (30) calendar days prior to the Event. Based on the number and size of other events in the area on the Event's date, MPC may waive this requirement at its sole discretion. The parking plan must provide:

- The location, the parking area(s) and number of spaces available to guests.
- Vehicular access routes to the parking area(s), including routes for valet parkers.
- Pedestrian access routes from the parking area(s) to the Event, including valet drop-off.
- Shuttle service (if parking is more than 1,500 feet walking distance or five (5) blocks from the Event Venue).
- Name and contact information for parking facility, valet parking company, and/or shuttle service operator.
- The location of any other events and street closures in the area with related projected attendance.

Restrooms

The Licensee is responsible for providing restrooms, which must consist of at least one (1) toilet fixture per four hundred (400) guests, balanced between genders and with a minimum of one (1) for each gender. MPC may require additional toilet fixtures if alcohol is being served and if the Event exceeds four (4) hours. Depending on the Event's nature and the Event Venue, the Park's restrooms, if any, may be made available; however, the Park's restrooms must remain open to the general public. There is an additional fee when the Park's restrooms are used for an Event. The Licensee is responsible for stationing personnel at the Event's restrooms to monitor behavior and for extra clean-up resulting from poor behavior in restrooms during the Event.

Comfort Stations and Port-a-cans

Comfort Stations or port-a-cans may be rented from an outside vendor. Comfort stations and/or port-a-cans must be located in the Event Venue as specified in the License Agreement. Placement/ location of comfort stations and port-a-cans must be approved of by MPC's Event Manager.

REQUIREMENTS FOR EVENT-SPECIFIC EQUIPMENT AND SERVICES

Event Equipment Rental

MPC maintains list of preferred vendors for event equipment ("Event Equipment") for events at the Park, including but not limited to tents, event furniture and other equipment. Licensee is not required to contract with a preferred vendor.

If tents are to be installed by a company other than one listed as a preferred vendor, that company must be pre-approved at least thirty (30) calendar days prior to the Event by MPC in its sole discretion. Pre-approval includes training and provision of an insurance certificate that complies with the requirements of Appendix B to MPC by the installation company. **STAKING OF TENTS INTO THE GROUND IS STRICTLY PROHIBITED.**

Prior to Licensee executing any contract for Event Equipment from any company, MPC MUST APPROVE the set-up and breakdown schedule and the installation method. There are strict scheduling limitations so as to minimize disruption of use of public space. Note: These requirements may result in OVERTIME CHARGES from the applicable vendor for work on Sunday or at other times.

MPC reserves the right to determine the maximum size of tents to be used in the Park.

Catering

The Licensee agrees to obtain all necessary health and beverage permits. No caterer may sell food to the general public without prior written permission of MPC.

Electrical power for catering must be from a source in the Park, including one of MPC's three-phase power company switch locations, and the Licensee and/or caterer is responsible for contracting with an electrician to connect to this three-phase power and for providing all cables, transformers at and beyond the company switch. **No generators are permitted in the Park without written authorization from MPC.** Plans for electrical service, including safety and service procedures during the Event, must be submitted to MPC for approval at least thirty (30) calendar days prior to the Event. (See City of Houston Fire Marshal Inspector checklist and Health and Human Services Department Temporary Food Handlers permit guidelines and application which also may apply.)

Food Truck Guidelines

To operate at the Park, food trucks must be registered and licensed with the City of Houston Department of Health and Human Services, and in compliance with all rules set forth in Chapter 20, Section 20-22 of the Ordinance. **GENERATORS ARE NOT ALLOWED INSIDE THE PARK WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MPC.**

For more information, contact Houston Department of Health and Human Services, Bureau of Consumer Health Services, 832-393-5063 or 832-393-5100 or <http://www.houstontx.gov/health/Food/mobilefoodunits.html>.

Mobile food trucks operating with LP Gas (Propane) require permits by the City of Houston Fire Marshal's Office which include a permit fee and a Standby Fire Watch fee.

- Multiple food trucks at one location must be spaced 60ft apart
- Mobile food trucks not in compliance with the City of Houston Health & Human Services and the City of Houston Fire Marshal's Office will be escorted out of the park.

For more information see:

http://www.houstontx.gov/health/Food/mobilefoodunits/LP_Gas_mfu_inspection_report_August_2011.pdf.

Alcohol

No outside alcohol is allowed anywhere within the Park without written authorization from MPC. If alcohol is authorized to be served/sold in the Park, a temporary permit from Texas Alcoholic Beverages Commission ("TABC") must be obtained.

All drinking guests must be at least 21 years of age.

Music and Entertainment

Facilities are available for live music, bands and recorded music. In general, entertainment must be appropriate for people of all ages. **The Licensee is liable for the conduct of all performers.**

For large Events with attendance exceeding 1500 people, MPC reserves the right to prior approval of the entertainment line-up.

Licensee acknowledges that the use of live or recorded music is protected by U.S. copyright laws. Prior to the Event Date, Licensee shall be solely responsible for obtaining and paying the fee for all licenses required from any or all of ASCAP, BMI or SESAC in order to produce the Event so as to not violate any copyright laws or

infringe on the intellectual property rights of any third party. Licensee shall provide evidence of obtaining licenses to MPC at least thirty (30) calendar days prior to the Event. Furthermore, Licensee agrees to indemnify and hold MPC harmless from any and all Claims incurred as a result of any violations of such intellectual property rights or the laws relating thereto. Notwithstanding the foregoing, MPC Conservancy reserves the right to collect such payments from Licensee at Event settlement and remit to appropriate parties on Licensee's behalf.

In the event Licensee is unable to meet the requirements above and if MPC so elects, MPC may warrant that it has been duly licensed and authorized by the appropriate performing rights organizations (including, without limitation, BMI, SESAC and ASCAP), copyright owners or their representatives for the use or performance of copyrighted material in connection with the Event at the Venue. Any license or royalty fees owed to such persons or entities shall be paid by Licensee.

Sound and Lights

The Licensee shall work in coordination with MPC to locate sound equipment so as to direct sound away from properties. Amplified sound shall not exceed sixty-five decibels (65 dBa) at any time and fifty-eight decibels (58 dBa) after 10:00 PM, measured at adjacent properties. The Licensee shall reduce sound levels upon request by MPC. A complete list of sound and light equipment required for the Event must be approved by MPC at least thirty (30) calendar days prior to the Event. **Live and amplified music must end at 10:00 PM unless approved in advance by MPC in its sole discretion. MPC reserves the right to require that sound (music) levels be reduced if there is a violation of Chapter 30 of the City of Houston Code of Ordinances or the Park Rules, or if complaints are received from occupants of adjacent properties. If the Licensee does not comply, its entire Security Deposit will be forfeited, and the Event will be closed immediately by MPC's personnel.**

Technical sound checks and rehearsals must not disturb neighboring businesses, residences, or other events that are taking place. On weekdays, sound checks may only be conducted between 11:30 AM- 1:00 PM and after 5 PM. Sound checks or rehearsals that cause complaints from adjacent properties will be immediately Terminated and re-scheduled for a more suitable time. If required by MPC, the Licensee must conduct a sound check with MPC representatives present at least two (2) hours prior to the start of the Event to confirm that the sound system will not exceed requirements in Chapter 30 of the City of Houston Code of Ordinances and the Park Rules and to confirm that sound levels at adjacent properties will be acceptable.

The Licensee shall not project light or images on adjacent properties or any feature outside of the Event Venue without prior written permission of MPC.

MPC offers a standard configuration of sound and light equipment at the Camden Pavilion and the Lawn (as described in Appendix A) to be operated by trained personnel provided by MPC for a fee to be paid by the Licensee based on the number of sound technicians deemed necessary by MPC. With approval of MPC, the Licensee may contract with a production company to use other equipment to provide custom sound and/or light configurations at the Camden Pavilion and the Lawn, and such customized configurations must be approved of by MPC. **MPC requires the production company to provide a detailed load in/out schedule. The Park has no storage facilities for audio/visual equipment, which is the sole responsibility of the contracted agency. All connections to the Park's power source are to be made in the presence of the MPC Park Event Technician.**

Production companies may be hired by Licensee to provide sound and light services elsewhere in the Park, however, all such companies but must be submitted to and approved by MPC at least thirty (30) calendar

days prior to the Event.

Electrical

Electrical requirements must be finalized at least thirty (30) calendar days prior to the Event. If three-phase power is required, personnel from E Diamond Electric, Inc. or another approved electrician may make the connections to the company switch at the Licensee's expense, but only an approved electrician accompanied by a MPC representative is allowed to open the company switch panel door, or make any change, repair, or adjustment to electrical service on the MPC side of any company switch. **No generators are allowed in the Park, without the written authorization of MPC.** MPC will not be held responsible for the lack of or need for additional electricity beyond the Park's capacity. An electrical use surcharge will be deducted from the Security Deposit for events that include large, custom sound systems, climate control, and kitchens using three-phase power and if the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to MPC.

MPC is not responsible for electrical service needs before or during the Event, including any interruption or failure thereof, and MPC recommends that the Licensee have a licensed electrician on site or on call to address service disruptions and other electrical issues.

Electrical maps are available on request.

Decor, Signage, Banners and Installations

Aesthetics are an important issue at the Park. MPC must approve any and all proposed décor, signage and installations to be placed outside of tents, including installation methods and placement, before the Event. No décor, signage and installations may be tied, taped, nailed, pinned or otherwise attached to buildings, trees, light posts, furniture and/or any other Park property. At no time shall the Licensee use beams, electrical wiring, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or a source for attachment. **STAKING INTO THE GROUND IS STRICTLY PROHIBITED.** Decorations and signs may be placed on self-supporting stands but must be secured against wind. A limited number of directional signs for the Event may be placed outside of the Event Venue. Only professionally printed signage is allowed in the Park, and no handwritten signs are allowed. All items brought into the Park must be removed immediately following the conclusion of the Event in accordance with the requirements of the License Agreement, or the Licensee will forfeit its Security Deposit. **Décor, signage and installations that promote a product for the purposes of ambush marketing of an event in or a vendor of the Park are strictly prohibited. If such décor, signage and installations are present in or near the Event Venue, the Event will be terminated and the Licensee will forfeit the License Fee and Security Deposit.**

Fencing

MPC works with an independent contractor to secure fencing for all events. Licensee may contract with a different fencing vendor provided it submits required information regarding such fencing vendor to MPC for approval at least thirty (30) days prior to the Event. A fence map should be finalized thirty (30) days prior to the Event.

Fire Regulations

No portion of the sidewalks, ramps, entrances and exits, passageways, vestibules, halls, lobbies, stairways, driveways, or other public areas of the Park shall be obstructed or used for any other purpose other than ingress and egress except as provided in the License Agreement or otherwise approved by MPC. Access to fire detection and suppression systems, exit signs, HVAC vents, fixtures, lighting controls and utilities shall not be covered or obstructed at any time for any reason. No locks or chains shall be placed on any door in

the Park without the prior express written consent of MPC in its sole discretion. Flammable materials and materials under high pressure are strictly prohibited at the Park, unless prior written approval is obtained from the Houston Fire Marshal and MPC in its sole discretion. These materials include, but are not limited to, gasoline, oil, propane, butane, acetylene and liquid or gas fuel in tanks attached to machinery or equipment. The storage of any liquefied petroleum gas (propane) for any purpose is not permitted in the Park.

All associated fees for permits and stand-by fire watch are the responsibility of the Licensee and final approved copies must be received thirty (30) calendar days prior to the Event. It is the Licensee's responsibility to ensure that the Event and all Licensee Parties comply with all applicable laws, including, but not limited to fire and safety codes, rules and regulations. Please refer to the City of Houston Fire Code for the City's fire regulations. All stage decorations, drapes, signs, banners, table coverings and skirts, carpeting and similar materials shall be flame retardant to the satisfaction of the Houston Fire Marshal and are subject to inspection and flame testing.

Use of lasers at the Park requires approval by MPC in its sole discretion, a permit issued by the Texas Department of Health, Bureau of Radiation Control, and variances from the Food and Drug Administration (FDA) and Federal Aviation Administration (FAA). Pyrotechnics (including fireworks and sparklers) are prohibited at the Park. Use of any incendiary device at the Park requires the prior written approval of MPC in its sole discretion.

NO OPEN FIRES OF ANY KIND ARE ALLOWED IN THE PARK.

SERVICE ACCESS TO THE EVENT VENUE

Set-Up and Breakdown

No load-in may occur anywhere on Park property without prior approval from MPC. Licensee must provide MPC with a schedule of the load-in thirty (30) calendar days prior to the Event. A pre-load-in inspection of all areas of the Park that will be used by the Licensee is required. Set up and breakdown of the Event Equipment, fencing, signs, comfort stations and decorations shall begin and be completed in accordance with the License Agreement and the detailed Set-Up and Breakdown Plan described in Appendix D. All load-in and load-out activities shall be conducted through the designated areas described in the License Agreement and Appendix D, unless otherwise approved by MPC in its sole discretion. The Licensee shall not store or leave any items used to load, unload, transfer or transport in or around the Park without written permission of MPC.

MPC must approve any and all set-up arrangements, and the Licensee must provide a detailed final site plan with a set-up diagram and a timeline showing all load-in and load-out times and locations at least thirty (30) calendar days prior to the Event. Gardens, lawn, foliage, wood decks, stone pavement, concrete walkways, gravel surfaces, drainage grates, lighting and furniture must be protected from damage during load-in, load-out and the Event itself. The Licensee must be present at the Event Venue when any set up or breakdown is to occur or have approval of MPC to assign a third party to be present when set-up or breakdown is being performed. A representative of MPC will be present at least one (1) hour before the Event time to review the Event set-up and its conformance to the License Agreement. Neither MPC, nor its representatives, including security or other labor contracted by MPC, will be held responsible for any items brought to the Park by the Licensee and/or third parties contracted by the Licensee. **The Licensee is responsible for any security required to protect the Event Equipment and other Event-related items while those items are on site at the Park.**

Motorized Vehicle Access for Set-Up and Breakdown

Heavy equipment, trucks and other types of motorized vehicles are not permitted in the Park without written authorization from MPC, request for which must occur at least thirty (30) calendar days prior to the Event. Motorized vehicles are never allowed on the Lawn. It is the sole responsibility of the Licensee to inform everyone associated with the Event that vehicular access is not permitted without prior written permission by MPC. Unauthorized vehicles or vehicles in violation of the Vehicle Access Guidelines (see Appendix E) shall be removed from the Park and the Licensee will forfeit the Security Deposit. This includes all Licensee Parties and all other personnel associated with the Event. It is the Licensee's responsibility to plan for load-in, and to acquire any authorizations, permits or lane closures required to secure the street spaces for load-in vehicles.

If approved in advance and in writing by MPC, vehicles may enter the Park only along routes specified by MPC.

All load-in and load-out for the Event shall comply with MPC's identified routes and procedures.

Curb Parking

MPC does not control the curb space around the perimeter of the Park. Any special uses of curbs must be permitted by the City of Houston. Further information can be found at www.houstontx.gov/parking/. **It is the responsibility of the Licensee to obtain any permits required by the City of Houston or MPC to use curb space on any public street.**

Appendix D

CHECKLIST OF ADVANCE SUBMITTALS AND PAYMENTS

The following checklist of items required in advance of the Event is included as a courtesy to Licensee and is not inclusive of all items that are or may be required in advance of the Event pursuant to the License Agreement (including the other Appendices attached thereto).

The Licensee is required to provide the following items to MPC by the dates specified. An additional fee of 10% of the License Fee applies to each day that a submittal is late, and MPC may cancel the Event for failure to submit timely.

DATE DUE	REQUIRED PAYMENT OR DOCUMENT
_____	Booking Fee – Due at time of execution of the License Agreement
_____	License Fee (less Booking Fee) – Due at least 30 calendar days prior to Event
_____	Security Deposit – Due at least 30 calendar days prior to the Event
_____	Other fees or charges for services and/or rental items, if any, including any Additional License Fee – Due at least 30 calendar days prior to the Event
_____	Certificate of Insurance in accordance with Appendix B – Due at least 30 calendar days prior to the Event
_____	Changes to Event Schedule, after payment is made (with corresponding amendment to Appendix A and possible fees) – Due before day of the Event

The Licensee is required to provide the following items to MPC 30 calendar days prior to Event). An additional fee of 10% of the License Fee applies to each day that a submittal is late, and MPC may cancel the Event for failure to submit timely.

_____	Final Site Map with Event Set-up and Load Out Plan, including: location and size of tent(s)
_____	Location of comfort stations, temporary waste storage and EMS. Location of fences, signs, displays and decorations (outside of tents).
_____	Electrical power service points and cabling plan, including protection measures. Access routes, staging areas and truck zones, valet zones or permitted curb zones. Location of concessionaires, exhibitors, sponsor tents and vendor staging.
_____	Time-line for set-up, clean-up & breakdown activities per the schedule to Appendix A, including arrival times, load-in locations, event times, load-out locations, and departure time.

REQUIRED FOR EVENTS SERVING FOOD AND/OR ALCOHOL

_____	Pre-approved Caterer
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REQUIRED FOR EVENTS WITH SOUND SYSTEMS, TENTS AND ELECTRICAL REQUIREMENTS

_____	Agreement with MPC with approved schedule for sound technician (if required in Appendix A)
_____	Pre-approved Tent Company and Tent Installation Plan.
Sound and light equipment list	
_____	Name of audio-visual company and approved sound/light plan.
_____	Name of electrician and event's confirmed electrical requirements (if required in Appendix A).
_____	Sound Check required with MPC representative present two (2) hours before Event (listed on time line).

REQUIRED FOR CERTAIN EVENTS (specified in Appendix A)

_____	Event Producer. Name and Contact
_____	Traffic Plan
_____	Parking Plan
_____	Names and Contact Information for Emergency Medical Services (EMS)

OTHER REQUIREMENTS

_____	Vehicular Access Plan (if requested by Licensee)
_____	Names and contact information for all vendors

MPC has received all required payments and documents and has approved the Final Set-Up and Breakdown Plan and Timeline for Set-up, Clean-up & Breakdown (Plan and Timeline attached), and all subcontractors for the Event:

Midtown Parks Conservancy ■ 410 Pierce, Suite 355, Houston, TX 77002 ■ 713-526-7577 ■ midtownhouston.com

Appendix E

VEHICULAR ACCESS GUIDELINES

The safety of Park patrons, visitors and staff is of the utmost importance and MPC's number one priority. Vehicular access is a courtesy MPC offers only if deemed safe for the Park and its patrons and necessary for the Licensee. The Licensee must request access in writing to MPC at least thirty (30) calendar days prior to the Event. If approved by MPC in its sole discretion, the Licensee agrees to the following guidelines:

- Each vehicle operator accessing the Park must adhere to the agreed upon time of arrival by MPC's Park Manager and the Licensee. Failure to arrive at the appointed time may result in a loss of vehicular access.
- Permitted vehicles must meet all state license and safety requirements, have a valid state inspection sticker, and have proof of valid financial responsibility.
- Maximum speed limit is 5 mph.
- Permitted vehicles must be escorted at all times by MPC personnel while the vehicle is in motion.
- Licensee is financially responsible for the repair of all damage to the Park caused any vehicle associated with the Event.
- MPC shall have authority to determine ways and means of any Park repair.
- Operators must wear seat belts at all times.
- Operators are responsible for all personal belongings inside all vehicles. MPC is not responsible for vehicles or their contents while in the Park.
- All load-in and load-out for the Event shall comply with the identified routes and procedures in MPC's load-in and load-out diagram.

Vehicle operators granted permission to access the Park must have a copy of the written authorization for Vehicular Access when entering the Park.

Appendix F

GUIDELINES FOR CATERERS AND CONTRACTORS

The Park is a unique place to hold events. The space itself and the treasures it contains belong to the public. Protecting the Park and its features is the top priority of Midtown Improvement and Development Corporation doing business as Midtown Parks Conservancy (“MPC”) and is therefore the top priority of every contractor and individual hired to perform services at the Park.

MPC is committed to sustainable building and operating practices. We encourage all contractors and individuals to be environmentally responsible in product selection, packaging and recycling waste.

Please familiarize your staff with the policies outlined in this document. Copies of our GUIDELINES FOR CATERERS AND CONTRACTORS are available from the Park’s Programming Office.

Entering and exiting the Park

1. Parking is not provided by MPC. Staff may use the Midtown Parking Garage for a fee. The Park is adjacent to public transportation. Public parking meters and surface parking are available near the Park. Bike racks are located in the perimeter of the Park.
2. Load-in and load out must take place in accordance to the pre-arranged schedule approved by MPC. No heavy vehicles are allowed inside the Park. Vehicles are not permitted in the Park without written authorization of MPC, request for which must occur at least thirty (30) calendar days prior to the Event. (See Appendix E: Vehicular Access Guidelines). All vehicles that have been authorized by MPC to access the Park must follow all rules and guidelines set forth in the Vehicular Access Guidelines. Small trucks may be used with MPC’s approval on specified paths.

General rules of conduct

1. The utmost care and caution must be used when working near flower beds, art installations, trees, water features, buildings and furniture.
2. All equipment, chairs, bus stands, tables, etc., must remain at least three (3) feet from works of art, flower beds and buildings at all times, including set-up and breakdown.
3. In the event that any part of the Park or property is jeopardized or damaged, immediately contact a Park representative and/or a security officer.
4. If you perceive a problem or a potential problem, do not alert the guests. Bring the matter quietly and immediately to the attention of a Park representative and/or a security officer.
5. Do not eat or drink in front of guests. Consuming alcoholic beverages by service staff is forbidden.
6. Know the location of all restrooms, elevators, and emergency exits.
7. Please make sure that your staff is aware of the City of Houston Smoking Ordinance, which bans smoking in public outdoor-seated areas. Catering staff are prohibited from smoking in front of guests and within the Park.
8. Abide by the rules established by MPC.

Anyone who does not comply with these guidelines will be asked to leave the Park.

Liquor and the law

1. MPC does not have, nor does it issue, liquor licenses. In order to serve alcohol at the Event, you must have a valid Permit issued by TABC and written authorization from MPC to serve alcohol. In all cases, bartenders must be TABC-certified.
2. **STATE LAW** prohibits the service of alcoholic beverages to:
 - Intoxicated guests. If a guest appears to be intoxicated, immediately inform security.
 - Persons under the age of 21.

REMEMBER: Anyone who serves a drink to an intoxicated person or minor can be held personally liable under the state tort law for the acts of an intoxicated individual.

Other Requirements

1. Licensee is solely responsible for hiring the caterer and is responsible for all catering materials brought into the Park, food preparation and busing during and after the Event, breakdown immediately following the Event (excepting only materials owned by MPC) and cleanup. All catering supplies and equipment must be removed from the Event Venue and the Park immediately following the Event. MPC is not responsible for loss of catering supplies, equipment or any other property which is under the care and control of the caterer.
2. Licensee shall ensure that caterers do not dig, stake or otherwise penetrate the ground surface with any post, stick rod or other object. The park has an extensive network of irrigation lines, drain lines, water lines and other infrastructure that could be damaged by such actions, and the Licensee will be responsible for the cost of repairs if any of these lines are damaged.
3. Licensee shall ensure that caterers do not stage, store, rest or place any object, box, bag or other item anywhere in the Park except on paved surfaces or grass. The Licensee will pay for the replacement of any gardens or plant materials damaged by the caterer.
4. Removal of leftover ice, foodstuff, catering trash, etc. is the responsibility of the Licensee. Licensee shall ensure that the caterer remove all food trash from the Event Venue and the Park. MPC dumpsters may not be used for food trash disposables unless prior arrangement is made, including payment of the appropriate fees for such use. Glass bottles or liquid waste may **not** be placed in trash bags. Trash cans and liners are to be provided by Licensee.

Do not empty solid debris (lime wedges, shrimp tails, grease or oil, etc.) anywhere in the Park.

5. Folding screens may be required in certain areas to hide catering work areas from the guests.
6. A diagram of the set-up for seating, buffets, equipment, decorations, etc., must be submitted to MPC for approval at least thirty (30) calendar days prior to the Event.
7. At the conclusion of the Event break-down and clean-up, before leaving the Park, the Licensee will perform a walk-through of the Event site with a MPC representative.
8. A Temporary Food Dealer's Permit must be acquired for all events not fenced (accessible by the public). Fenced, private events do not require a permit. It is always recommended to check with the City's Health & Human Services Dept. for verification. See <http://www.houstontx.gov/specialevents/pdf/foodguidelines.pdf> for more information.

9. Liquefied Petroleum Gas (Propane):

- HFD standby is required for any amount of propane appliances authorized to be used in the Park. Standby will report one hour prior to event and remain one hour after event for connecting and disconnecting of propane cylinders. Licensee shall pay the current City of Houston Standby Fire Watch Fee
- Licensed LP-Gas Company shall perform all connections for propane appliances.
- Storage of spare propane cylinders in the Park is prohibited.
- A current inspection sticker from a licensed LP-Gas Company is required on all propane appliances.
- HFD standby must be present when propane cylinders arrive on site.
- Licensee is not permitted to bring propane cylinders into the Park to store for any length of time before usage. Propane cylinders are only allowed on site when it is actually time to cook and only in the presence of the HFD Standby and/or a licensed LP-Gas Company.
- Bar-b-que pits are not permitted in the Park.

Note: For more information contact see:

http://www.houstontx.gov/health/Food/mobilefoodunits/LP_Gas_mfu_inspection_report_August_2011.pdf.

Food Truck Guidelines:

Food truck vendors must be registered and licensed with the City of Houston Department of Health and Human Services, and in compliance with all rules set forth in Chapter 20, Section 20-22 of the Ordinance. A food truck that has a current Mobile Food Medallion does not need a Temporary Food Dealers Permit if it meets the following criteria:

1. The food truck has a signed and notarized Property Agreement Letter for that event posted in public view and faxed, emailed or copied to the Mobile Food Units Section Supervisor at the Houston Department of Health & Human Services, 48 hours prior to the event.
2. The food truck is located within 500 feet of a restroom inside of a business that they have permission to use during that event per a signed, notarized Restroom Availability Letter that is posted in public view and has been faxed, emailed or copied to the Mobile Food Units Section Supervisor at the Houston Department of Health & Human Services, 48 hours prior to the event.
3. The food truck visits their Commissary within 24 hours prior to operating on the day of the event and the green Commissary Receipt is retained inside the unit, available to present to the health or peace officer upon request.
4. All of the truck's food operations are conducted inside of the mobile unit. (No external tents, canopies, tables, chairs, cooking equipment, etc. associated with the mobile food truck without written permission.)

GENERATORS ARE NOT ALLOWED INSIDE THE PARK WITHOUT WRITTEN AUTHORIZATION OF MPC.

Note: For more information, contact Houston Department of Health and Human Services, Bureau of Consumer Health Services, 832-393-5063 or 832-393-5100 or <http://www.houstontx.gov/health/Food/mobilefoodunits.html>.

Mobile food trucks operating with LP Gas (Propane) must meet the following: permits by the City of Houston Fire Marshal's Office.

- Each food truck must have a Mobile Food Medallion permit issued by the City of Houston Health and Human Services Department and a Gas Connection permit issued by the City of Houston Fire Marshal.
- Office Inspected by an approved LP-Gas Company.

- In addition to the above permits, each food truck will need to pull a permit from the City of Houston Fire Marshal's Office.
- Standby Fire Watch Fees are the responsibility of the Licensee
- Multiple food trucks at one location must be spaced 60ft apart
- Standby Fire Watch begins as soon as the food truck arrives at the event. (Example: Event time is 6pm, food truck arrives at 3pm, Standby Fire Watch begins at 3pm)
- Mobile Food Trucks not in compliance with the City of Houston Health & Human Services and the City of Houston Fire Marshal's Office will be escorted out of the Park.

Note: For more information contact:

http://www.houstontx.gov/health/Food/mobilefoodunits/LP_Gas_mfu_inspection_report_August_2011.pdf.

PROPANE IS NOT ALLOWED INSIDE THE PARK WITHOUT THE WRITTEN AUTHORIZATION OF MPC.

We have each read the above Guidelines for Caterers and Contractors, understand my company's responsibility, and agree to the conditions set forth.

Name of Caterer: _____
(please print or type)

Authorized Signature of Caterer

Date

Name of Licensee: _____
(please print or type)

Authorized Signature of Licensee

Date

Please sign and return this document to the MPC's office. Remember to keep a copy for your file.