

**2013 TEXAS COASTAL BOATING & SALTWATER EXPO
LEASE AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI
AND COSTA PRODUCTIONS, LLC**

THE STATE OF TEXAS

§

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF NUECES

§

This lease agreement ("Lease") is entered into by and between the City of Corpus Christi, a Texas home rule municipal corporation ("City"), acting through its duly authorized City Manager or his designee ("City Manager"), and Costa Productions, LLC ("Lessee"), a Texas limited liability corporation.

NOW, THEREFORE, City and Lessee, in consideration of the mutual promises and covenants contained herein, agree as follows:

Section 1 Definitions.

- (A) **City** means the City of Corpus Christi, Nueces County, Texas, a home rule municipal corporation
- (B) **City Attorney** means the City's Attorney or the City Attorney's designee
- (C) **City Council** means the City's City Council
- (D) **City Manager** means the City's Manager or the City Manager's designee
- (E) **Code** means the City's Code of Ordinances, as amended
- (F) **Event** means the Texas Coastal Boating & Saltwater Expo conducted and sponsored by Lessee
- (G) **Lease** means this agreement and all **Exhibits** and attachments
- (H) **Lessee** means Costa Productions, LLC ("Lessee"), a Texas corporation organizing and managing the Texas Coastal Boating & Saltwater Expo
- (I) **Lessee's Agent** means a duly authorized representative of Costa Productions, LLC
- (J) **Marina** means the City's Municipal Marina
- (K) **Police Chief** means the City's Police Chief or the Police Chief's designee
- (L) **Premises** means the site for the Event, more fully described in the attached **Exhibit A** that is incorporated by reference in this Lease as if fully set out in their entirety
- (M) **Risk Manager** means the City's Director of Risk Management or the Director of Risk Management's designee
- (N) **Traffic Engineer** means the City's Traffic Engineer or the Traffic Engineer's designee

Section 2 Term; 8 Days in July 2013; Effective Date.

(A) **8 Days in July 2013** This Lease is for a term of eight (8) days, beginning on July 8, 2013 at 12:01 p.m. Lessee shall be entitled to non-exclusive use, for the purpose of set-up and take-down preparations of the Premises for a period of eight (8) consecutive days, from July 8, 2013 at 12:01 p.m. through July 15, 2013 at 8:00 p.m.; and to the exclusive use of said Premises for a period of up to four (4) days from July 11, 2013 at 6:00 am through July 14, 2013 at 8:00 p.m. The use periods are also identified in Exhibit B.

(B) **Effective Date.** This Lease is effective on the date of final City Council approval.

Section 3 Premises. The City grants to Lessee the privilege of using the following described City property to conduct the Event:

- (A) **Portion of Lawrence Street T- Head:** This includes a portion of the Lawrence Street T- Head in the Marina, including boat slips and other amenities. This area is more fully detailed in the attached **Exhibit A. (Lessee must at all times keep an unobstructed pavement corridor at least eighteen (18) feet wide along the perimeter of the Lawrence Street T- Head for emergency vehicle use.)**
- (B) **Fenced Premises** The Fenced Premises include fenced-in portions of the Event Premises. This area is more fully detailed in the attached **Exhibit A.**

- (C) **This Lease does not include the Boaters Facility or parking lots adjacent to the Boaters facility.** Use of any of these facilities will be covered under a separate agreement, that is executed between the City and Lessee, if this use is determined to be necessary by Lessee.

Section 4 Other Areas; Other Use of Premises.

- (A) Requests by Lessee for use of additional City-owned areas requires prior written approval from the Marina Superintendent.
- (B) No concession stand, ride, or other apparatus connected with the Event may be placed in or on the shrubbery areas without the prior written permission of the Marina Superintendent.

Section 5 Event Layout Diagram. At least two weeks prior to the Event, Lessee or Lessee's Agent must provide the Marina Superintendent with a detailed diagram showing the final Event layout and including all related activities. Layout of the Event is subject to the approval of the Marina Superintendent.

Section 6 Rental Fees.

- (A) For use of the Marina, Lessee must pay to Marina rental fees of Eight thousand dollars (\$8,000.00).
- (B) Lessee must pay a deposit of two thousand five hundred dollars (\$2,500.00) at least one month in advance of the **Event**. If paid by check, the check must be a cashier's or certified check and must be made payable to the City of Corpus Christi. The deposit will be first used to reimburse the City for any costs incurred for trash pick-up, for the removal of any structures, or for repairs to City property; provided, however, City will attempt to provide Lessee with reasonable notification before these expenses are incurred to allow Lessee to provide the necessary corrective action at Lessee's cost. If none of these costs are incurred and actual and direct costs are paid as billed, the deposit will be returned to Lessee within ninety (90) days after the Event.
- (C) Lessee's books and records related to the 2013 boat show event must be open for inspection by the City Manager at all reasonable times.
- (D) All underlying documentation for Lessee's certified monthly statements, including, but not limited to, cash register and computer terminal tapes, must be preserved by Lessee for at least three (3) years.

Section 7 Actual & Direct Costs; Payment; Late Payment Fee.

- (A) Lessee shall pay the City, within thirty (30) days after the City submits a bill, for actual and direct costs incurred by City for City services related to and rendered in connection with the Event, including any other City services provided by departments.
- (B) The Marina Superintendent shall bill Lessee for these costs within thirty (30) calendar days after the conclusion of the Event. The bill will contain a detailed and itemized listing of the City's charges for services rendered. Upon receipt of a written request from Lessee's Agent, the Marina Superintendent shall furnish reasonable supporting documentation of the charges within ten (10) calendar days of receipt of the request. Lessee's failure to pay City bill within 30 days after submittal to Lessee shall result in a late payment fee being assessed against Lessee. The late payment fee shall be 5% of the amount due, as shown on City bill, and this fee will be added to the amount payable to the City.
- (C) If there is a hurricane or other tropical storm occurrence in the local vicinity that eliminates the Event the City Manager is authorized to adjust the billing of the City's actual and direct costs.
- (D) The City's actual and direct costs, incurred in assisting with the Event, may include, but are not limited to, the following:

- (1) **Damages:** Damage to City property as a result of the Event will be billed to Lessee at the cost of repair. Lessee will first be given an opportunity to repair any damage and restore damaged item, premises, or structure to the condition in which Lessee received it.
- (2) **Clean Up and Litter Removal:** Costs of labor contracted for clean-up during and after the Event, including any additional clean-up that is required by the Directors of relevant City departments at the conclusion of the Event, at applicable City rates for the year billed. Lessee will be given the opportunity to hire and work its own clean-up crew to perform clean up services and litter removal during and after the Event;
- (3) **Security and Crowd & Traffic Control:** Costs of City Police Officers provided for security, crowd control, traffic control, and off-site traffic control, at applicable City rates for the Police Officers assigned, and costs for additional directional signage, barricades, and cones or other supplemental traffic control devices, as well as the associated set-up costs, that are provided by the City. The Police Chief shall determine the number of officers needed for the Event, including during set-up and take down preparations, in the interest of public safety; and
- (4) **Costs for all Marina utilities, including but not limited to electricity, water, and sewage disposal services, used by exhibitor boats at Marina and not paid for by exhibitors before Event is over.**
- (5) **Costs for all Marina utilities, including but not limited to electricity, water, and sewage disposal services, used by Lessee or Lessee's agents at Marina and not paid for by Lessee or Lessee's agents before Event is over.**
- (6) **Costs for any other services requested by Lessee or Lessee's Agent and provided by the City.**

Section 8 Emergency Contact Numbers; Notice.

- (A) Lessee shall provide emergency contact numbers to the City's Marina Superintendent at least one week in advance of the Event.
- (B) All notices, demands, requests, or replies provided for or permitted, under this Lease, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (3) by deposit with an overnight express delivery service, for which service has been prepaid; or, (4) by fax transmission. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax will be deemed effective upon transmission with proof of delivery to the receiving party. All these communications must be made only to the following:

If to the City:

Marina Superintendent
 Marina Department
 City of Corpus Christi
 400-A Lawrence Street T-Head, 78401
 (361) 826-3980
 FAX (361) 883-4778
 E-mail PeterD@cctexas.com

If to the Lessee:

Alexandra Holmes
 Costa Productions, LLC
 10121 S Padre Island Dr,
 Corpus Christi, Texas 78418
 (832) 362-1313
 FAX (832) 383-8996
 costamedia.texas@gmail.com

Either party may change the address to which notice is sent by using a method set out above. Lessee shall notify the City of an address change within ten (10) days after the address is changed.

Section 9 Public Notices. Lessee shall, at its own expense, provide to the City's Marina Superintendent, for distribution to the public, Marina tenants, and commercial entities, public notices detailing the Event's scheduled activities. The notices shall be provided within ten (10) working days of the City Council's approval of this Lease. All postal expenses incurred by the City Marina in mailing notices for the Event will be billed to the Lessee under Section 7 of this Lease.

Section 10 Temporary Street Closures and public access to leased premises. Lessee is not applying for any street closures in relation to the Event. The public streets shall remain open for public traffic. Lessee shall ensure that all of the other Lawrence Street T-head tenants and their employees, vendors, and customers have access to their leased premises on the Lawrence Street T-head at all times.

Section 11 Parking.

- (A) Lessee shall provide parking and signage, for people with disabilities, in close proximity to the Event entrance and its related activities.
- (B) Lessee must endeavor to include information on parking restrictions and parking options in printed pre-Event publicity generated by Lessee.

Section 12 Barricades, Traffic Signs. Lessee shall provide, at its sole cost and expense, for the installation and maintenance of all required barricades, traffic signs, signs to limit public viewing areas, and other traffic control devices for the safe control of vehicular and pedestrian traffic at, and external to, the Premises as set forth in the traffic control plan approved by the Traffic Engineer for the Event. The Traffic Engineer may require Lessee to provide temporary directional signage to the nearby attractions/facilities affected by any street closures and traffic circulation around the Event.

Section 13 Premises Signage and Advertising. All on-Premises signage and advertising that Lessee proposes to utilize for the Event must receive the Marina Superintendent's prior written approval. Lessee or Lessee's Agent may request inflatable advertising for only those events that receive national television exposure.

Section 14 Rest Rooms; First Aid; Drinking Water. Lessee shall provide functional and sanitary portable restrooms, including restrooms for people with special needs, and first aid stations, with drinking water, in both the viewing area of the Premises and on the Lawrence Street T-Head in the Marina. All of the aforementioned items shall be provided throughout the duration of the Event.

Section 15 Additional Security. Lessee must separately contract and pay for any additional security, such as daily pre and post-Event public viewing hours and night watch security, that Lessee deems necessary in the crane and patrol boat dock areas. If this security is provided by City's Police Officers, the expense will be billed to Lessee as an actual and direct cost in accordance with Section 6 of this Lease.

Section 16 Insurance.

- (A) Lessee shall secure and maintain, at Lessee's sole expense during the term of this Lease, (1) a Commercial General Liability insurance policy, (2) a Liquor Liability insurance policy, (3) an Automobile Liability insurance policy, (4) an Accident Insurance Policy insuring Volunteers, and (5) Workers' Compensation insurance; all required policies shall have the limits and requirements shown in the attached **Exhibit C**.

- (B) The Certificate(s) of Insurance must be sent to the Risk Manager at least two (2) weeks prior to the starting date of the Event. The Certificate(s) of Insurance must provide at least thirty (30) days written notice of cancellation, intent to not renew, or material change of any coverage required in **Exhibit C**.
- (C) Lessee shall provide copies of all insurance policies to the City Attorney upon the City Manager's written request.
- (D) Lessee shall require that any vendor that sells alcoholic beverages at the Event furnish proof of Liquor Liability insurance with the limits and requirements set out in **Exhibit C**. The Certificate(s) of Insurance must be sent to the Risk Manager at least two (2) weeks prior to the starting date of the Event and must provide that the City receive at least thirty (30) days written notice of cancellation, intent not to renew, or material change of any coverage required in **Exhibit C**.

Section 17 Indemnity. *Lessee ("Indemnitor") hereby agrees to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, agents, representatives, and servants ("Indemnitees") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, workers' compensation, premises defects, and death claims), or property loss or damage of any kind whatsoever, which arise out of, are in any manner connected with, or are caused by, or are claimed to arise out of, are claimed to be in any manner connected with, or are claimed to be caused by, either proximately or remotely, wholly or in part, an act or omission, negligence or misconduct by Indemnitor, Indemnitor's officers, employees, agents, representatives, servants, contractors, patrons, licensees or invitees entering upon the Premises (as described in Section 3 of this Lease) including, but not limited to, those portions of Shoreline Boulevard and adjacent portions of the road median, the Seawall, and the Marina, that are closed to participate in, hold, attend, or observe the Event and associated activities, with the expressed or implied invitation or permission of the Indemnitor and including, but not limited to, exposure to the hazards commonly associated with large crowds, streets closures, third-party food preparation and distribution, high speed boat racing, and excessive heat; or when any said injury or damage is the result, proximate or remote, of the violation by Indemnitees or any of them, Indemnitor, or any of Indemnitor's agents, representatives, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance, or governmental order of any kind; or when said injury or damage may in any other way arise from or out of the improvements located on the Premises, out of the use or occupancy of the improvements at the Premises, or of the Premises itself, by Indemnitees or any of them, Indemnitor, or Indemnitor's officers, agents, servants, employees, contractors, patrons, guests, licensees, or invitees.*

The terms of indemnification are effective whether said injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnitees, or any of them. Lessee covenants and agrees that it shall investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other costs and expenses of any kind from any of said liability, damage, loss, claims, demands, or actions.

Section 18 Safety Hazards.

- (A) Lessee shall, upon written notice of an identified safety hazard by the Police Chief, the City's Fire Chief, Marina Superintendent, or Risk Manager, correct the safety hazard(s) within six hours of receipt of the notification or, if a different response time is included in the notification received, within the time frame included in the written notice of safety hazard.
- (B) If Lessee or Lessee's Agent does not correct the safety hazard(s) within six hours or the time stated in the notification, as applicable, City may correct, or cause to be corrected, by any means reasonably available, the existing safety hazard and will bill Lessee for the associated cost of correction(s) as an actual and direct expense, in accordance with Section 6 of this Lease.

Section 19 Damages to City Property.

- (A) The Marina Superintendent shall provide Lessee's Agent with a list of damages, if any, to City property located on the Premises within two (2) working days after the close of the Event. Lessee shall restore all items on that list to their condition prior to the Event, to the satisfaction of the City's Director of Engineering, within three (3) working days of receipt of the list.
- (B) If Lessee fails to restore all items on the list, the Marina Superintendent may do so, or may cause the same to be done, and will bill Lessee for the restoration as an actual and direct cost, as set out in Section 6 of this Lease.
- (C) Lessee or Lessee's Agent shall, upon conclusion of the Event, fill and compact all holes in grass areas of the Premises made by Lessee or any entity or person participating in the Event. The Marina Superintendent shall approve the use and type of fill material prior to filling by Lessee. Any subsidence within the Premises must be additionally filled by Lessee or Lessee's Agent.

Section 20 Pavement, Curbs, Sidewalks, and Seawall. Any work that creates holes or other changes to the pavement, curbs, sidewalks, or Seawall requires the prior written approval of the Marina Superintendent and the City's Director of Engineering Services before the work is performed; provided however, that no approval shall be given if the work will require subsequent repairs by the City.

Section 21 Permits.

- (A) Lessee shall obtain, and require that all vendors obtain, all permits applicable to the Event which may include, but are not limited to, the following:
 - (1) a City-County Health Department permit for each booth selling food and all associated permits for food handling;
 - (2) a Promotional Event Zoning Permit and a Temporary Structure Event Permit with a Certificate of Occupancy from the City's Building Inspections Department;
 - (3) a Street Closure Permit as may be required by the City's Traffic Engineering Department;
 - (4) a Special Event Alcohol Permit from the City's Park & Recreation Department;
 - (5) a Solicitation Permit from the City's Collection Department;
 - (6) a Regatta and/or Marina Event Permit, as mandated by 33 U.S.C. Section 100, as amended, from the City's Marina Superintendent.
- (B) Lessee must also obtain permission from the U.S. Coast Guard for use of the navigable waterways prior to the Event.
- (C) Lessee or Lessee's Agent must notify the Marina Superintendent, at least two weeks prior to the Event, of any special conditions imposed by any permitting agency or the U.S. Coast Guard upon Lessee, in relation to the Event.

Section 22 Cleanup. Lessee shall require all food and beverage vendors to clean a designated zone adjacent to their respective booths at regularly scheduled intervals during the Event. Lessee may designate the zone, but it will not be less than 10 feet by 20 feet in the immediate area around each food and beverage booth.

- (A) The clean-up must be performed hourly and immediately after closing the Event each day. All trash cleaned up must be properly deposited in trash bags provided by Lessee and taken to a location designated by Lessee.
- (B) Lessee may hire and work its own clean-up crew during and after the Event. If the Marina Superintendent determines that additional clean-up is necessary, Marina Superintendent will give Lessee or Lessee's Agent two (2) hours notice to increase services and if, after the expiration of the response time, the work remains unsatisfactory, the Marina Superintendent may authorize the use

of City workers, and the cost for the labor provided by the City's clean-up workers shall be billed to Lessee as an actual and direct cost pursuant to Section 6 of this Lease.

Section 23 Storm Water Inlet Screens. Lessee shall, at its sole cost and expense, install screens, approved by the City's Storm Water Utility Division, across all storm water inlets on the Lawrence Street T-Head and within any closed streets in the Premises prior to the beginning of the exclusive use period of this Lease. Lessee shall ensure that drainage is not blocked or impeded by the placement of the screens. Lessee shall remove the screens within the non-exclusive use period after the close of the Event. However, Lessee must remove screens (along with any trash that has accumulated over the screens) immediately if heavy rain is imminent, or upon the direction of the Stormwater Superintendent or designee.

Section 24 Construction.

- (A) The construction work for displays, stages, electrical, etc., within the Premises or adjacent closed streets shall be conducted in accordance with the City's building codes and restrictions.
- (B) Construction requested by Lessee that can be foreseen by City to cause damage shall only be authorized if (1) Lessee provides the Marina Superintendent with written assurance, submitted prior to the construction being performed, that Lessee agrees to remedy said damage in accordance with Section 19 of this Lease; and (2) the Marina Superintendent pre-approves the construction in writing.

Section 25 Temporary Buildings. Lessee must receive prior written approval from the Marina Superintendent to place any temporary buildings on the physical ground of the Premises. Otherwise, all temporary buildings moved onto the Premises for the Event shall be placed and must remain on trailers to promote expeditious removal.

Section 26 Electrical & Water Services. Electrical and water service may not be provided on or at all parts of the Premises. Lessee must apply for and secure a Temporary Promotional Event Permit from the City's Building Inspection Division in order to install electrical service for the Event. Furthermore, a Certificate of Occupancy must be signed by the proper inspectors to have all temporary services, such as food, electrical, plumbing, tents and structures, inspected and approved. It is the responsibility of Lessee to call each inspector for an appointment to inspect and obtain approval for each temporary service prior to the commencement of the Event.

Section 27 Permissible Vendor Location Markings. No paint or semi-permanent markings will be permitted that obliterate or deface any pavement markings, street curb markings or signs heretofore existing for the guidance of motor vehicles or pedestrians. Chalk or tape markings may be used to pre-mark locations on the sidewalk or street. Painted markings will only be permitted in grassy areas with the prior written approval of the Director.

Section 28 Dispute Resolution. The City and Lessee agree that any disputes which may arise between them concerning this Lease, such as determining the amount of damage to City property occurring as a result of the Event, must be submitted for determination and resolution, first to the Marina Superintendent, and thereafter by right of appeal to the Assistant City Manager over Marina department. The decision of the City Manager may be appealed to the City Manager by giving written notice of appeal to the City Secretary within ten (10) days after the written decision of the Assistant City Manager has been received by Lessee. In the event of an appeal, the decision of the City Manager will be final. This Lease in no way waives Lessee's right to seek other legal remedies during the appeal process.

Section 29 Emergency Vehicle Lanes. Lessee shall, at all times during the Event and non-exclusive use periods, maintain emergency vehicle lanes upon the Premises as may be designated by the City's Fire Chief. Lessee must ensure that all emergency vehicle lanes are kept clear of all obstructions.

Section 30 Fence. Lessee may provide, at its sole expense, a temporary six foot (6') chain link fence, with gates for access as shown on **Exhibit A**. The fence will help improve security, crowd control, litter control, and keep bicycles, skateboards, animals, and personal coolers out of the Event area.

Section 31 Admission Fee. Lessee may charge an admission fee within the fenced portion of the Premises as shown on **Exhibit A**.

Section 32 Volunteers. Lessee must require all volunteers who will participate in the Event to sign an accident waiver form, which will be maintained on file with Lessee. The accident waiver form used by Lessee shall be reviewed by the Risk Manager and approved by the City Attorney at least two (2) weeks prior to the Event.

Section 33 Assignment. Lessee may not assign or transfer this Lease nor sublease the whole or any part of the Premises without the prior written consent of the City Council.

Section 34 Breach. Any breach by Lessee of any covenant or condition contained in this Lease entitles the City to terminate this Lease without notice or demand of any kind, notwithstanding any license or permit issued by the City, and no forbearance by the City of any prior breach by Lessee is a waiver by or estoppel against the City.

Section 35 Right of Lessee to Use Public Streets. Lessee acknowledges that the control and use of public streets is declared to be inalienable by the City, and, except for the use privilege granted in this document, this Lease does not confer any right, title, or interest in the public property to Lessee.

Section 36 Right of Lessee to Use Public Parks. Lessee acknowledges that the control and use of public parks is declared to be inalienable by the City, and, except for the use privilege granted in this document, this Lease does not confer any right, title, or interest in the public property to Lessee.

Section 37 Not Partnership or Joint Venture. This Lease may not be construed as or deemed by the parties to be a partnership, joint venture, or any other relationship which requires the City to co-sponsor or incur any liability, expense, or responsibility for the conduct of the Event or associated activities. Payments received from Lessee by the City are compensation for the provision of the City services, as described in this Lease, and for granting Lessee the right to use public property for the limited purpose described.

Section 38 Agreement between Parties. This Lease is between the City and Lessee for the purpose of described herein and is not for the benefit of any third party or individual.

Section 39 City Services Subject to Appropriation. Lessee recognizes that the services agreed to be provided by the City, pursuant to this Lease, are subject to the City's annual budget approval and appropriation process. The continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on July 31 of each year, is subject to appropriations and budget approval. The City does not represent that the expenditures required by the City for the provision of services required by this Lease will be adopted by future City Councils, said determination being within the sole discretion of the City Council at the time of adoption of each fiscal year budget. If the expenditures required by the City for the provision of services required by this Lease are not adopted for the upcoming applicable fiscal year, then City may terminate this Lease, without recourse by Lessee, only at the end of the current applicable fiscal year.

Section 40 Compliance with Laws

- (A) Lessee must comply with all applicable Federal, State, and local government laws, rules, regulations, and ordinances which may be applicable to its operation at the Premises and its performance under this Lease including, without limitation, compliance with the Americans with Disabilities Act, as amended. All compliance required by Lessee under this section shall be at

Lessee's sole expense and cost. This Lease is also subject to applicable provisions of the City Charter.

- (B) If any action or proceeding is brought to enforce compliance with this Lease, or for failure to observe any of the covenants of this Lease, Lessee must pay the City the sum that a court of competent jurisdiction may adjudge reasonable as attorney's fees in said action or proceeding, or in the event of an appeal as allowed by an appellate court, if a judgment is rendered in favor of the City.

(C) Music licenses. Lessee is solely responsible for obtaining licenses and permission from copyright owner(s) prior to the performance of music at the Event.

Section 41 Interpretation; Venue. This Lease will be interpreted according to the Texas laws which govern the interpretation of contracts. The parties agree that venue lies in Nueces County, Texas, where this Lease was entered into and will be performed.

Section 42 Non-discrimination. Lessee warrants that they are and will continue to be an Equal Opportunity Employer. Lessee hereby covenants that all of its employees, participants, invitees, guests, and members of the public shall be treated equally without regard to or because of race, color, creed, national origin, ethnicity, sex, disability, or age and, specifically regarding the employer-employee relationship, in compliance with all Federal and State laws prohibiting discrimination in employment.

Section 43 Force Majeure. No party to this Lease will be liable for failures and delays in performance due to any cause or circumstance beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

Section 44 Survival of Terms. Termination or expiration of this Lease, for any reason, shall not release either party from any liabilities or obligations set forth in this Lease that (a) the parties have expressly agreed shall survive the termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following the termination or expiration.

Section 45 Construction of Ambiguities. The parties expressly agree that they have each independently read and understood this Lease. Any ambiguities in this Lease shall not be construed against the drafter.

Section 46 Captions. The captions employed in this Lease are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

Section 47. Security and Public Safety. Lessee must provide uniformed Security Officers during the **Event**, and after the **Event** closes each night until it opens the next day. Lessee will assign the Security Officers duties. Security Officer means sworn peace officers directly paid by Lessee provided, however, the **Police Chief** may determine that a security guard service will provide adequate security for the **Event**, or portions of the **Event**. If the **Police Chief** allows a security guard service to provide security, the term "security officer" will include a licensed security guard as well as a sworn peace officer. If the **City Police Chief** determines it is necessary, the Police Chief will assign Police Officers to provide off-site crowd and traffic control for the **Event** as needed and include costs of police officers in the Direct Costs per Section 7 above. The Police Officers will be assigned duty stations by the **Police Chief**, or designee. Notwithstanding anything herein, the **City Manager** or **Police Chief** reserve the right to cancel the **Event** at no cost or penalty to the **City**, without prior notice, if the **City Manager** or **Police Chief** determines in his sole discretion that cancellation is necessary to protect the public safety.

Section 47 Entirety Clause. This Lease and the incorporated and attached **Exhibits** constitute the entire agreement between the City and Lessee for the use granted. All other promises and representations, oral or otherwise, unless contained in this Lease, are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Lease and its **Exhibits** of the terms, conditions, promises, and covenants relating to Lessee's operations and the Premises to be used in the operations that are the subject of this Lease.

Section 48 Severability.

It is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose. Therefore, if any section, paragraph, subdivision, clause, provision, phrase, or word of this Lease or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Lease, or the application of said term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected hereby.

To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, then the remainder of this Lease is not affected thereby; and in lieu of each illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Lease automatically.

Section 49 Lease Assignment Subject to Council Approval.

Under Section 4 of Article IX of the City Charter, "No franchise or lease of property of the City shall be transferred by the holder "**Lessee**" thereof except with the approval of the Council expressed by ordinance, which approval shall not be unreasonably withheld."

SIGNED IN DUPLICATE, each of which shall be considered an original, on this the _____ day of _____, 2013.

ATTEST:

CITY OF CORPUS CHRISTI

Armando Chapa, City Secretary

Ronald L. Olson, City Manager

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2013, by Ronald L. Olson, or his designee, _____, City Manager of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed name: _____

Commission expires: _____

LESSEE: COSTA PRODUCTION,

Signature: Alex Holmes

Printed Name: Alexandra Holmes

Title: Manager Costa Productions

Date: 4-29-13



STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on 4/29, 2013, by Alexandra Holmes, as the Manager of Costa Productions, LLC, a Texas corporation, on behalf of said corporation.

Dianne E. James
Notary Public, State of Texas

Printed name: Dianne James

Commission expires: 4/20/16

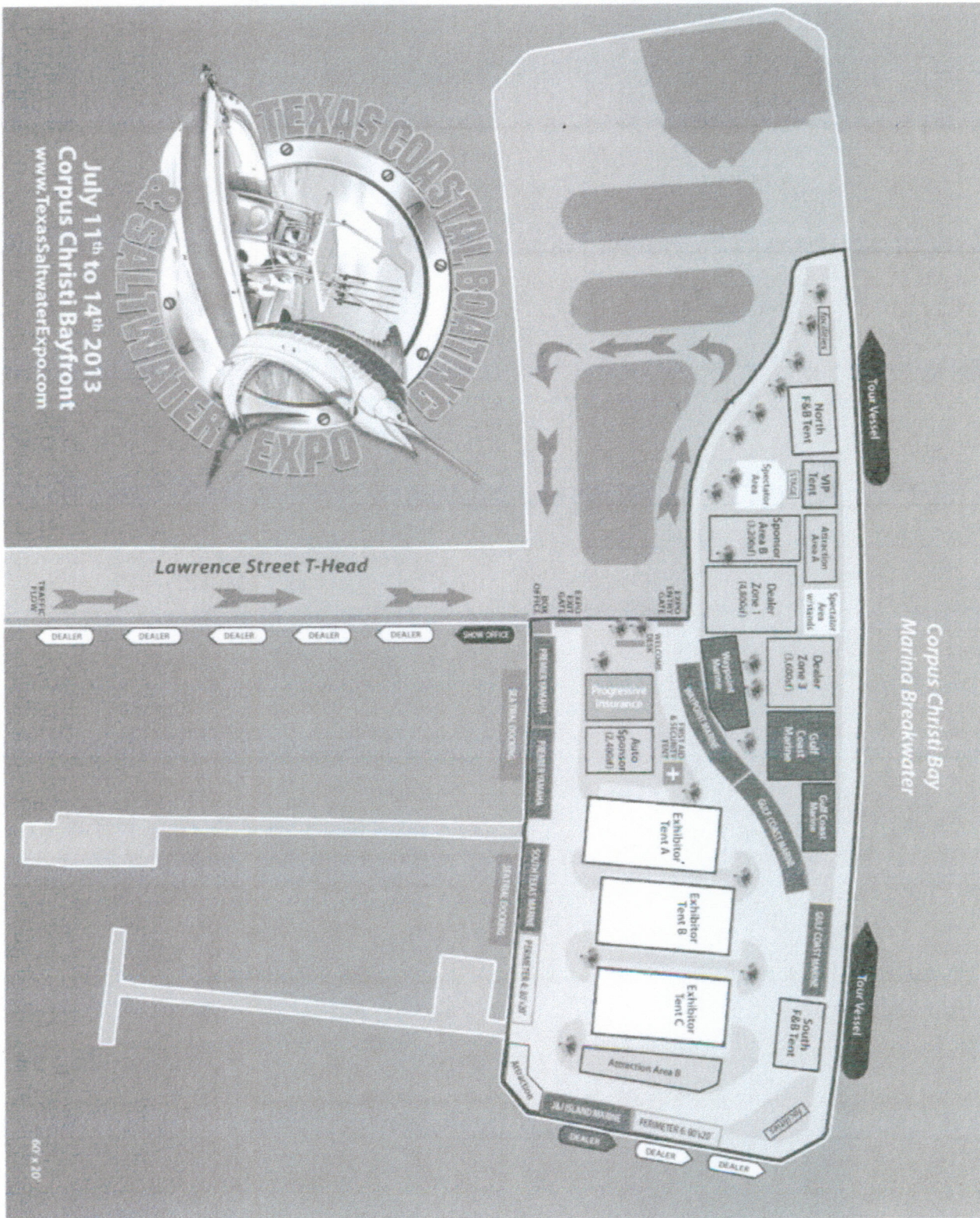


EXHIBIT B

TEXAS COASTAL BOATING & SALTWATER EXPO

YEAR	NON-EXCLUSIVE USE PERIODS	4 DAY EXCLUSIVE USE PERIODS
2013	12:01 p.m. Monday, July 8, 2013 thru 8:00 p.m. Monday July 15, 2013	6:00 a.m. Thursday, July 11, 2013 thru 8:00 p.m. Sunday July 14, 2013

EXHIBIT C

I. INSURANCE REQUIREMENTS

- A. Lessee must not commence work under this Lease until all insurance required herein has been obtained and such insurance has been approved by the City. The Lessee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Lessee must furnish to the Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation, non-renewal, material change or termination required on all certificates	Bodily Injury and Property Damage
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury	\$1,000,000 COMBINED SINGLE LIMIT
LIQUOR LIABILITY 1. Vendors providing and/ or selling alcohol	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY -- Owned, Non-owned or rented vehicles 1. Contractors & Subcontractors delivering tents, stages, bleachers, temporary structures and other large items 2. Lessee workers and volunteers	\$500,000 COMBINED SINGLE LIMIT AT A MINIMUM , STATUTORY LIMITS of \$20,000 / \$40,000 for BODILY INJURY & \$15,000 for PROPERTY DAMAGE
WORKERS' COMPENSATION	Required if Lessee employs any person other than himself/herself: WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT
EMPLOYERS' LIABILITY	\$100,000
ACCIDENT POLICY FOR VOLUNTEERS	\$5,000 MEDICAL PAYMENTS per PERSON \$10,000 DEATH or DISMEMBERMENT per PERSON

- C. In the event of accidents of any kind, Lessee must furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

International Yacht & Jet Plane Show ins. req.
12-16-05ep Risk Mgmt

II. ADDITIONAL REQUIREMENTS

- A. Lessee must obtain workers' compensation coverage through a licensed insurance company obtained in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to ensure that all workers' compensation obligations incurred by the Lessee will be promptly met.
- B. Certificate of Insurance:
- The **City of Corpus Christi** must be named as an **additional insured** on the liability coverage, Compensation coverage and a blanket waiver of subrogation is required on all applicable policies.
 - If your insurance company uses the standard ACORD form, the **cancellation clause** (bottom right) **must be amended** by adding the wording "changed or" between "be" and "canceled", and deleting the words, "endeavor to" and deleting the wording after "left". In lieu of modification of the ACORD form, separate policy endorsements addressing the same substantive requirements are mandatory.
 - The **name of the event, including exact dates including move-in and move out dates** shall be shown under the Description of Operations/ Locations / Vehicles/ Special Items.
 - At a minimum, a **30-day written notice** to the Risk Manager and Parks and Recreation Director of material change, non-renewal, termination or cancellation is required.
- C. If the Certificate of Insurance does not show on its face the existence of the coverage required by items 1.B (1)-(7), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(7) are included or excluded.

Texas Coastal Boating & Saltwater Expo req.
3-16-13 Risk Mgmt