

BUC DAYS SHORT TERM 2014 LEASE AGREEMENT

State of Texas §

Know All By These Presents:

County of Nueces §

This short term Lease Agreement ("**Lease Agreement**") between the City of Corpus Christi, a Texas home-rule municipal corporation ("**City**"), acting through its duly designated **City Manager**, and the **Buccaneer Commission**, Inc. ("**Commission**"), a Texas non-profit corporation, acting through its duly designated agent, is in consideration of the covenants contained herein.

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings.

- A. City** - means the City of Corpus Christi, a Texas home-rule municipality.
- B. City Attorney** - means the **City's** Attorney or designee.
- C. City Council** – means the City Council of the City of Corpus Christi, Texas.
- D. City Manager** - means the **City** of Corpus Christi's **City Manager**, or the City Manager's designee.
- E. City Secretary** – means the **City** of Corpus Christi's City Secretary, or designee.
- F. Commission** – means the Buccaneer **Commission**, Inc., a Texas non-profit corporation.
- G. Commission's Agent** - means a duly authorized representative of the Buccaneer **Commission**.
- H. Corpus Christi - Nueces County Health District** – means a joint entity between the City of Corpus Christi and Nueces County which provides health services to residents of both political subdivisions.
- I. Event** - means the annual Buccaneer Days Festival ("**Buc Days**"), parades and related activities sponsored by the **Commission**. The **Event** dates are described in **Section 3** and **Exhibit B**.
- J. Fire Chief** – means the Chief of the **City** of Corpus Christi's Fire Department, or designee.
- K. Great Lawn** – means the former Memorial Coliseum site, as referenced in the Buc Days promotional materials.
- L. Lease Agreement** – means this document, as approved by the City Council and executed by the City Manager.

M. Parade Event – means the annual Buccaneer Days Junior Parade and/or Illuminated Night Parade.

N. Parks Director - means the Director of the **City** of Corpus Christi's Parks & Recreation Department, or designee.

O. Police Chief - means the Chief of the **City** of Corpus Christi's Police Department, or designee.

P. Premises - means the **Event** sites for the Buccaneer Days Festival and related activities, as described in **Section 3** and **Exhibit A**.

Q. Risk Manager - means the Director of the **City** of Corpus Christi's Risk Management Division, or designee.

R. Solid Waste Director – means the Director of the **City** of Corpus Christi's Solid Waste Department.

S. Street Director – means the Director of the **City** of Corpus Christi's Street Operations.

2. TERM. This **Lease Agreement** takes effect upon execution by the **City Manager**. The **Commission** will be entitled to exclusive use of the **Premises** described below, for the periods identified on **Exhibit B**. The **City Manager** may authorize amendment to **Exhibit B**.

3. PREMISES AND PERMITTED USES. **City** grants to the **Commission** the privilege of using **City** property to conduct its annual Buccaneer Days Festival for the dates set forth in **Exhibit B**:

A. For Mutton Bustin' Mania on Saturday, April 19, 2014: Parking Lot, north of the Great Lawn (former Memorial Coliseum site), at Shoreline & Kinney.

B. For the Rodeo Tail Gate Party on Thursday, April 24 through Saturday April 26, 2014: Shoreline Boulevard, north of Resaca Street, as described in Street Closure Plan approved by City Traffic Engineering Department (**Exhibit C**).

C. For the Buc Days Festival on Thursday, April 24 through Sunday, May 4, 2014: The Great Lawn (former Memorial Coliseum site); Parking Lots north and south of the Great Lawn; and the Park south of Kinney Street. The Great Lawn may only be used for tents and electric drive type of "kiddie" carnival rides (weight not to exceed 20,000 lbs per ride). Sherrill Park may not be used.

D. For the Buc Days Junior Parade on Saturday, April 26, 2014: Parade route is depicted on the attached **Exhibit A-1**. Street Closure and Parade Permits must be obtained, as required in **§ 9 GENERAL PERMITS**, below.

E. For the Buc Days Illuminated Night Parade on Saturday, May 3, 2014: Parade route is depicted on the attached **Exhibit A-2**. Street Closure and Parade Permits must be obtained, as required in **§ 9 GENERAL PERMITS**, below.

F. For the Buc Days PRCA Rodeo on Thursday, April 24 through Sunday, April 27, 2014: **Commission** shall obtain a separate agreement with SMG, the City's General Manager of the American Bank Center Arena. For any additional use of the American Bank Center, **Commission** shall obtain separate agreement with SMG.

G. Landscaped areas within the **Premises** or utilized for the **Event** must be protected by the **Commission**.

H. For all activities on the Barge Dock and adjacent waters, **Commission** shall obtain separate agreements with all necessary parties.

4. **PREMISES REVISIONS.** Construction along Shoreline may impact and change the **Premises** (**Exhibit A**) and other parts of this lease. If **Exhibit A** is revised, new **Exhibit A** will be executed by the **City Manager** and **Commission Agent** and filed with the **City Secretary** and **Parks Director**, superseding the existing **Exhibit A**. New **Exhibit A** becomes effective upon date of last signature.

5. **FINAL EVENT LAYOUT DIAGRAM.** The **Commission's Agent** must provide the **Parks Director** a diagram explaining the final **Event** layout for all related activities at least two weeks prior to the **Event**. Layout of the **Event** is subject to the approval of the **Parks Director**.

6. **ANNUAL PLANNING MEETINGS.** Two months prior to this year's **Event** the **Parks Director**, **Director of Street Operations** and **Police Chief** will meet with **Commission** representatives to agree on **City Services** to be provided and discuss the costs of the **City Services** for the **Event**. In addition, Seawall repairs will require that the **Premises** be reviewed with regard to the areas of set-up, parking, traffic control, barricades, traffic signs, security, fire lanes, and fencing to determine whether the **Premises** are impacted by the **Projects** and whether **Exhibit A** needs to be revised by the **Parks Director** and **Commission**. If revised, new **Exhibit A** will follow process in **§4 PREMISES REVISIONS**. **Commission's Agent** may request additional meetings.

7. **ADMISSION FEE.** **Commission** may charge an admission fee. Special **Events** connected with **Commission** may charge another fee to help defray the cost of entertainment.

8. **COMMISSION'S FINANCIAL OBLIGATIONS.**

A. **Permit Fees.** The **Commission** must pay **City** all applicable City permit fees as established by City ordinance, including but not limited to the following: one-time Parks and Recreation Special Event Permit fee of \$400.00, Health Permit/Vendor Fees, Development Services Permit Fees, Animal Permit Fee, Traffic Engineering Street Closure Permit Fees and Parade Permit Fees. **City** reserves right to waive any and all fees in consideration of cost sharing agreements.

B. Costs of City Services. City agrees to provide the following services for total not to exceed cost of \$33,000.00 (*Exhibit D*).

- 1) *Stormwater:* Cleaning inlets day after Illuminated Night Parade; not to exceed \$2,500.00.
- 2) *Solid Waste:* Street cleanup before and after Illuminated Night Parade; not to exceed \$3,500.00.
- 3) *Parks and Recreation:* Deliver and pick up trash receptacles at Festival Event site, Junior Parade and Illuminated Night Parade; assist with cleanup of both parades in downtown tourist area; not to exceed \$3,200.00.
- 4) *Street Signs and Services:* Deliver and pickup barricades at Festival Event site, Illuminated Night Parade, and Rodeo Tail Gate Party site; construct barricades as needed; not to exceed \$800.00.
- 5) *Police:* Overtime for Carnival Event; not to exceed \$23,000.00.

The **Parks Director** will invoice the **Commission** for these costs within thirty (30) calendar days after the **Event**. The invoice will provide an itemized breakdown of the **City** charges for services rendered. Upon receipt of written request of the **Commission's Agent**, the **Parks Director** will furnish reasonable supporting documentation of the charges within ten (10) calendar days.

Commission's failure to pay the undisputed charges on **City's** invoice within 30 days after submittal to **Commission** shall result in a late payment fee being assessed against **Commission**. The late payment fee shall be calculated to be 5% of the amount due, as shown on **City's** invoice, less any disputed amounts, and said fee will be added to the net amount payable to the **City**.

C. Weather Considerations If there is a hurricane or other weather activity, or event outside the control of the parties that eliminates the **Event** or that reduces attendance at the **Event** by more than 50% from the prior year's attendance levels, the **City Manager** is delegated the authority to adjust the billing of **City's** Costs.

D. City Sponsorship Recognition As additional consideration for City services, the **Commission** will name the **City** as a sponsor of the Parade and Festival. The **City** logo will be placed on the sponsor section of the website, the Festival section and the Parade section. Four (4) banners will be placed on the fence of the Festival site for its duration, to be provided by the **City**. The Police Department will be provided booth space in the Festival for their recruitment effort. The **Commission** will provide a scholarship(s) in fields beneficial to the **City** work force.

E. Deposit. The **Commission** must pay a deposit of \$2,000 at least one month in advance of the **Event**, made payable to the **City**. The deposit will be used to reimburse **City** for any costs incurred for trash pickup, removal of any structures, or repairs and

damages to **City** property. If no costs are incurred and all invoices for **City** costs are paid, the deposit will be returned to the **Commission** within 30 days after the **Event**.

F. Reimbursement for Damages to City Property. During the course of the Event, damages may occur to **City** Property. This includes, but is not limited to, damages to the turf, utility infrastructure, water and/irrigation lines and related equipment caused by negligent acts or omissions of the **Commission**, its employees, volunteers, vendors, contractors, or subcontractors. **City** will give the **Commission** an opportunity to rectify these damages, prior to utilizing the Deposit and finally invoicing the **Commission** for any additional cost of repair.

1. Repairs to Buc Days Festival Premises. **Parks Director** will provide the **Commission's Agent** a Punchlist of damages to the **City** Property authorized for the Buc Days Festival, as defined in **§3 PREMISES AND PERMITTED USES**, within seven (7) days after the **Commission** has vacated the property, following the conclusion of the Buc Days Festival. **Commission** will have the opportunity to restore all items on the Punchlist to original condition within ten (10) days after receipt of the Punchlist. For any turf or sod damage, the **Commission** must fill and compact all holes. If fill material is needed, it must be approved by **Parks Director**. If the **Commission** fails to restore any items on the Punchlist, **Parks Director** may first utilize the Deposit to do so; then invoice the **Commission** for any additional costs. Damages to **City** property will be billed at the City's cost of repair.
2. Repairs to other Event Premises. Within 30 days after the conclusion of the **Event**, the **City** will provide the **Commission's Agent** an itemized invoice for cost of repairs and damages, if any, on the authorized **Premises** for the **Event**. If Deposit is not utilized for repairs to the Buc Days Festival Premises, any balance will be applied to the itemized invoice amount for the **Event**. **Commission** will pay **City's** invoice for damages, within 30 days after **City** tenders the invoice to **Commission's Agent**, less any amount(s) the **Commission** has disputed.

9. GENERAL PERMITS. **Commission** shall obtain necessary permits from **City** Departments, as outlined below.

A. Temporary Street Closure Permit. (Exhibit C to be attached upon completion of street closure process). The street closure process will govern any necessary street closures. **Commission** must provide the **Street Director** and **Parks Director** its site plan for the **Event**, application for the requested street closure, and proof of all effected property owners' approval of the proposed temporary street closure, in accordance with City Ordinance. All street closures on a temporary basis are subject to the requirements of **City** Code of Ordinances.

B. Special Event Permit. Commission will obtain a Special Event Permits from the Parks & Recreation Department for use of Park property and to authorize water services on Park property, as specified in the City Code of Ordinances.

C. Temporary Promotional Event Permit Commission will obtain a Temporary Promotional Event Permit from Development Services in order to install electrical service for the **Event**. Further, a Certificate of Occupancy, which involves inspections, must be completed by the proper inspector, to have all temporary services, such as, food, electrical, plumbing, tents, and structures, inspected. It is the responsibility of the **Commission** to call each inspector for an appointment to inspect and get approval for each temporary service before the **Event** begins. **Commission** may obtain an Electrical Permit and Tent Permit in lieu of the Temporary Promotional Event Permit to satisfy this requirement.

D. Parade Permits. Commission must obtain Parade Permits for both the Junior Parade and Illuminated Night Parade from the Engineering Department, as specified in the City Code of Ordinances, §53.200 to §53.249.

E. Animal Permit. Commission must obtain an Animal Permit from Animal Control for the Rodeo, as specified in City Code of Ordinances §6.51 to §6.75.

F. Vendor Permit. Commission must ensure all mobile food units and temporary food service establishments comply with all requirements of the **Corpus Christi-Nueces County Health District** for the sale of foods and the protection of the public welfare. **Commission** shall be responsible for payment of all City Health Permit /Vendor and related fees. (For example, the Temporary Food Service Establishment Permit Fees established in City Code of Ordinances § 19-33.)

G. Alcohol Vendors. Commission must require all vendors to obtain and comply with appropriate permits, including permits from the **Alcoholic Beverage Commission** for the sale of alcohol, from the **City** for consumption and sale of alcoholic beverages on park land, and must comply with all requirements of the **Corpus Christi - Nueces County Health District** for the sale of foods and the protection of the public welfare. **Commission** shall be responsible for payment of all City Health Permit /Vendor and related fees. (For example, the Temporary Food Service Establishment Permit Fees established in **City** Code of Ordinances § 19-33.) Any vendor that sells alcoholic beverages must furnish proof of *Liquor Liability Insurance* in the same amounts set out in **§18 INSURANCE**. Said Certificate of Insurance must be furnished to the **Risk Manager** at least two weeks prior to the starting date of the **Event**, annually.

H. Fireworks Permit. If Fireworks are being hosted, **Commission** must obtain Fireworks Permit from the Fire Department. The **Commission** is not hosting fireworks for the 2014 Event.

I. Water Events. For any water events, **Commission** must obtain necessary permits from the United States Coast Guard.

J. Additional Permits. **Commission's Agent** shall notify the **Parks Director** of any special conditions imposed by any permitting agency.

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

10. **ADDITIONAL PREMISES REQUIREMENTS**

A. Barricades, Traffic Signs. The **Commission** must comply with traffic control plan approved by City Traffic Engineer. Street access to **Premises** may not be blocked or partially blocked without detour signage and alternate street access

B. Parking. The **Commission** will provide parking and signage for people with disabilities in close proximity to the entrances of the **Event** and its related activities defined on the **Premises** maps (*Exhibit A*).

C. Signage and Advertising. **Commission's Agent** may request inflatable advertising only for **Events** that receive national television exposure which must be pre-approved by the **Parks Director** prior to being installed. On all advertising for the **Event**, Lessee shall recognize **City's** contributions to the **Event**.

D. Rest Rooms, Drinking Water and First Aid. The **Commission** must provide adequate portable rest rooms, including restrooms for people with special needs, and drinking water for the public as determined by the **Parks Director**. A First Aid station must also be provided at each site throughout the duration of the **Event** and its related activities

E. Fence. **Commission** may provide a temporary six-foot (6') chain link fence, with gates for access, upon prior approval of the **Parks Director**. The fence will help improve security, crowd control, litter control, and keep bicycles, skateboards, animals, and personal coolers out of the **Event** area. *Exhibit A* may be revised to enlarge or decrease the fenced area in accordance with the **Commission's** needs upon **Parks Director's** concurrence, as outlined in **§ 4, PREMISES REVISIONS**.

F. Storm Water System Protection. **Commission** must install screens, approved by **City's** Executive Director of Public Utilities, across all storm water inlets along Shoreline and within any closed streets within the **Premises**. Drainage must not be blocked. **Commission** must remove the screens within the non-exclusive use period after the close of the **Event**. However, **Commission** 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 **City's** Executive Director of Public Utilities.

G. Construction. The construction work for displays and stages must be conducted in accordance with **City** Building Codes and restrictions. Construction that causes damages will only be allowed if **Commission** provides the **Parks Director** prior written assurances that **Commission** will remedy said damages in accordance with **§8**

COMMISSIONS FINANCIAL OBLIGATIONS above and **Parks Director** approves the construction in writing.

H. Temporary Buildings. **Commission** must receive prior written approval from the **Parks Director** to place any Temporary Buildings on the grounds of the **Premises**. Otherwise, all temporary buildings moved onto **Premises** for the **Event** must be placed and remain on trailers to promote expeditious removal. All these buildings must be removed within the non-exclusive use time period.

I. Pavement, Curbs, Sidewalks, Seawall. Any work which involves holes or other changes in any of the **Premises** including but not limited to, the pavement, curbs, sidewalks, or seawall, requires the prior written approval by **City Director of Engineering Services**, provided however, that no approval will be given if the work will require subsequent repairs by the **City**.

J. Permissible Vendor Location Markings. No paint or semi-permanent markings will be permitted which in any way obliterate or deface any pavement markings or signs heretofore existing for the guidance of motor vehicles or pedestrians. Chalk markings may be used to pre-mark locations on the sidewalk or street. (Painted markings of any type will only be permitted in grassy areas).

11. PARADE EVENT VENDORS. The Illuminated Night Parade and Junior Parade are referred to in this section as "**Parade Events.**" **Commission** or its designee shall have exclusive authority to administer and issue Parade Vendor Permits to permit vending on the public sidewalks along the parade route, in accordance with the following requirements.

A. Parade Vendor Permit Duration. **Commission** or its designee shall have exclusive authority to administer and issue Parade Vendor Permits for the following time periods, which may be further designated by the City Manager:

- a. Buc Days Illuminated Night Parade: 8:00 AM the day of the event, until one hour after the conclusion of the Illuminated Night Parade;
- b. Buc Days Junior Parade: 6:00 AM the day of the event, until one hour after the conclusion of the Junior Parade.

B. Parade Vendor Fees. **Commission** shall have the authority determine permit fees for parade vendors that desire to sell items at the **Commission's Parade Events**. Parade Vendor Permit Fee shall be one hundred dollars (\$100.00) for each vendor and/or vending unit, unless the Buccaneer Commission establishes a higher fee.

C. Compliance with Laws. **Commission** shall ensure that Parade Vendors comply with applicable sections of Chapter 38 of the **City Code of Ordinances (Exhibit E)**, as may be amended by the **City Council**. Violations of the **City Code of Ordinances** shall subject the Parade Vendor to issuance of citation by **City Police**

Department. **Commission** shall ensure that all Parade Vendors comply with all applicable Federal, State, and local laws and regulations, as may be amended.

D. Prohibited Items. **Commission** shall further ensure that no Parade Vendor sells the following items identified by the **Police Chief**: silly string, or any similar squirting device; poppers or any similar noise device; stink bombs or smoke bombs, or any similar device; or lasers or any similar laser producing device. No alcoholic beverages may be sold by a Parade Vendor.

E. Food & Beverage Requirements.

- a. **Commission** shall ensure that all Food and Beverage Vendors comply with all requirements of the **Corpus Christi - Nueces County Public Health Department**, and all other local, State or Federal laws, rules, and regulations regarding the sale and storage of food.
- b. **Commission** shall require all food and beverage parade vendors to clean the area around each food and beverage booth. The cleanup will be hourly and immediately after the conclusion of a **Parade Event**. All trash cleaned up must be properly deposited in a trash bag provided by the **Commission** and taken to a location designated by the **Commission**.

F. Stationary Parade Vending Booths.

- a. **Commission** desires to place Stationary Parade Vending Booths along the parade route on real property owned by the **City** during **Parade Events**. The **Commission** may place a Stationary Parade Vending Booth at a specific location that has been reviewed and approved in writing by the **City Manager, Police Chief, Fire Chief, Street Director, Parks Director, and Solid Waste Director**.
- b. **Commission** shall obtain all necessary permits prior to the placement of Stationary Parade Vending Booths. Booths may be placed at **City**-approved locations no earlier than 48 hours prior to the start of a **Parade Event**. **Commission** shall promptly remove or relocate booths at **Commission's** sole expense if deemed necessary by the **City Manager** or designee for repair to **City** or other public utilities, or for protection of public health and safety. All Stationary Parade Vending Booths must be removed and property restored to original condition within 24 hours after the conclusion of a **Parade Event**.

12. PARADE VIEWING AREA PERMITS.

A. Commission or its designee shall have exclusive authority to administer and issue parade viewing area permits to **Commission** or to nonprofit groups to allow **Commission** or groups to rent City property, designated by **Parks Director**, to the general public along the following portion of the parade route and for the following time periods:

(i) Along the Buccaneer Days Lighted Parade route between IH 37 to Power Street on Shoreline, from the start of the parade until the end of the parade.

B. Commission shall have the right to determine reasonable fees for the nonprofit groups to rent space in the parade viewing area to the general public. **Commission** and the nonprofit groups shall split these fees.

C. Commission shall require the nonprofit groups to clean the parade viewing area. The cleanup will be hourly and immediately after the conclusion of a Parade **Event**. All trash cleaned up must be properly deposited in a trash bag provided by the **Commission** and taken to a location designated by the **Commission**.

D. Commission shall restore all City property used for parade viewing to its original condition within 24 hours of the conclusion of a Parade **Event**.

13. CLEAN UP. Commission must require all food and beverage vendors to clean a designated zone adjacent to their respective booths at regularly scheduled intervals. **Commission** 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. The clean up will be hourly and immediately after closing the **Event** each day. All trash cleaned up must be properly deposited in a trash bag provided by the **Commission** and taken to a location designated by the **Commission**. **Commission** may hire and work its own clean up crew during and after the **Event**. If the **Parks Director** determines that additional clean up is necessary, **Parks Director** will give **Commission's Agent** 2 hours notice to increase services; and if it is still unsatisfactory, **Parks Director** may authorize use of **City** workers.

14. RIGHT OF COMMISSION TO USE PUBLIC STREETS. Commission acknowledges that the control and use of Public Streets is declared to be inalienable by the **City** and except for the use privilege granted herein, this **Lease Agreement** does not confer any right, title, or interest in the public property described herein. The privilege to use the **City** property granted herein is subject to the approval of the **City Council** as required by ordinance and the compliance by **Commission** with the terms and conditions contained within this **Lease Agreement**.

15. EMERGENCY VEHICLE LANES. Commission must at all times maintain Emergency Vehicle Lanes upon the **Premises** as may be designated by the **Fire Chief**. These lanes must be kept clear of all obstructions.

16. SECURITY. Commission must provide uniformed Security Officers during the **Event**, and after the **Event** closes each night, until it opens the next day. **Commission** will assign the Security Officers duties. Security Officer means sworn peace officers directly paid by **Commission**. 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 costs, **§8 COMMISSIONS FINANCIAL OBLIGATIONS**, above. The Police Officers will be assigned duty stations by the **Police Chief**, or designee.

17. SAFETY HAZARDS. The **Commission**, upon written notice of identified Safety Hazards by the **Police Chief, Fire Chief, Parks Director or Risk Manager**, must correct the Safety Hazard, within six hours or other time frame included in the written notice of Safety Hazards.

18. INSURANCE. **Commission's Agent** must furnish to the **Risk Manager**, Commercial *General Liability Insurance* for the length of the **Event** and its related activities protecting against liability to the public. The insurance must have a minimum policy limit of \$1,000,000 Combined Single Limit per occurrence for personal injury, death and property damage. **Commission** is required to provide a \$1,000,000 Combined *Single Limit Automobile Liability Policy*, providing coverage for owned, non-owned and hired vehicles. Subcontractors and vendors who will be loading or unloading equipment, temporary structures, carnival rides, stages, bleachers, and any other associated materials to be utilized for the **Event** must have comparable insurance policies, which must be filed at least two weeks prior to each **Event**. **Commission** must also furnish insurance in the form of an *accident policy for volunteers* with minimum limits of \$10,000 for death or dismemberment and minimum limits of \$5,000 for medical expenses. If alcohol is served at any of the **Commission's Events on Premises** then *Liquor Liability Insurance* in the amount of \$1,000,000 Combined Single Limit must be provided by the entity serving the alcohol. The **City** must be named as an Additional Insured on all liability policies. **Commission** must furnish the Certificates of Insurance in at least the above minimum amounts to the **City's Risk Manager** two weeks prior to the non-exclusive use period each year.

Commission must require all volunteers to sign an accident waiver form that **Commission** must keep on file. The **City Attorney** will approve the form. In the event of accidents of any kind, **Commission** must furnish the **Risk Manager** with copies of all reports of the accidents at the same time that the reports are forwarded to any other interested parties. In addition, **Commission** must provide copies of all insurance policies to the **City Attorney** upon **City Manager's** written request. Said insurance must not be canceled, non-renewed or materially changed without 30 days prior written notice to the **Parks Director**. The **Risk Manager** may increase the limits of insurance upon two (2) months written notice to **Commission**.

19. INDEMNITY. *Commission shall indemnify and hold City, its officers, agents and employees ("Indemnitees") harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person or property to the extent any damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of the Indemnitees or on the part of Commission or any of its agents, servants, employees, contractors, vendors, patrons, guests, licensees, or invitees ("Indemnitors") entering upon City property*

to set-up and take-down, hold, attend, or participate in the Buccaneer Days Festival and associated activities, with the expressed or implied invitation or permission of Commission, or when any injury or damage is the result, proximate or remote, of the violation by Indemnitees or Indemnitors of any law, ordinance, or governmental order of any kind, or when the injury or damage arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of the Indemnitors under this Agreement.

These terms of indemnification are effective whether the injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnitees, and in all cases where Indemnitees' actions are directly related to the Event, but not if the damage or injury results from gross negligence or willful misconduct of Indemnitees.

Commission covenants and agrees that if City is made a party to any litigation against Commission or in any litigation commenced by any party, other than Commission relating to this Commission Lease Agreement, Commission shall defend City upon receipt of reasonable notice regarding commencement of the litigation.

20. NOTICE. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. **Notice must be sent as follows:**

If to **City:**

Director of Parks and Recreation
City of Corpus Christi
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 880-3461
FAX (361) 880-3864

If to **Commission:**

Event Manager
The Buccaneer Commission, Inc.
P.O. Box 30404
Corpus Christi, TX 78463-0404
(361) 884-8331 or 882-3242
FAX (361) 882-5735

21. DISPUTE RESOLUTION. **City** and the **Commission** agree that any disputes which may arise between them concerning this **Lease Agreement**, such as determining the amount of damage to **City** property occurring as a result of the **Event**, or regarding an invoiced amount, will be submitted for determination and resolution, first to the **Parks Director**, with a right to appeal to the **City Manager**. The decision of the **City Manager** will be final, unless that decision is appealed to the **City Council** by giving written notice of appeal to the **City Secretary** within ten (10) days after the written decision of the **City Manager** has been sent to the **Commission**. In the **Event** of appeal, the decision of the **City Council** will be final. Upon a resolution of the dispute, either by agreement of the parties or as the result of an appeal, the disputed amount will be considered due and payable to the **City** within ten (10) calendar days of the resolution. This **Lease Agreement** in no way waives the **Commission's** rights to seek other legal remedies during the appeals process.

22. ASSIGNMENT. **Commission** may not assign or transfer this **Lease Agreement** nor sublease the whole or any part of the **Premises** or make any alteration therein without the prior written consent of the **City**.

23. BREACH, TERMINATION. Any failure on the part of **Commission** to perform any of the covenants contained in this **Lease Agreement**, or any breach of any covenant or condition by **Commission** entitles **City** to terminate this **Lease Agreement** without notice or demand of any kind, notwithstanding any license issued by **City** and no forbearance by **City** of any prior breach by **Commission** is a waiver by or estoppel against **City**. In case of termination **City** is entitled to retain any sums of money theretofore paid by **Commission** and the sums inure to the benefit of **City** as a set-off against any debt or liability of **Commission** to **City** otherwise accrued by breach hereof.

24. NOT PARTNERSHIP OR JOINT VENTURE. This **Lease Agreement** may not be construed or deemed by the parties hereto as a partnership, joint venture, or other relationship that requires the **City** to cosponsor or incur any liability, expense, or responsibility for the conduct of the **Event** or associated activities. Payments received from **Commission** by the **City** are compensation for provision of **City** services as described herein and for the right of **Commission** to use public property for the limited purpose described herein.

25. CITY SERVICES SUBJECT TO APPROPRIATION. The **Commission** recognizes that the services provided by the **City** pursuant to this **Lease Agreement** are subject to the **City's** annual budget approval and appropriation. 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 Agreement** 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.

26. COMPLIANCE WITH LAWS. **Commission** must comply with all applicable federal, state, and local laws and regulations, including without limitation compliance with Americans with Disabilities Act requirements, all at **Commission's** sole expense and cost.

27. NON-DISCRIMINATION. **Commission** warrants that they are and will continue to be an Equal Opportunity Employer and hereby covenants that no employee, participant, invitee, or spectator will be discriminated against because of race, creed, sex, handicap, color, or national origin.

28. ENTIRETY CLAUSE. This **Lease Agreement** and the incorporated and attached **Exhibits** constitute the entire **Lease Agreement** between the **City** and **Commission** for the use granted. All other **Lease Agreements**, promises, and representations, unless contained in the **Lease Agreement**, are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this **Lease Agreement** and its **Exhibits**, of the terms, conditions, promises, and covenants relating to **Commission's** operations and the **Premises** to be used in the operations. The unenforceability, invalidity,

or illegality of any provision of the **Lease Agreement** does not render the other provisions unenforceable, invalid, or illegal.

Executed in Duplicate Originals on _____, 2014.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Ronald L. Olson
City Manager

THE BUCCANEER COMMISSION, INC.

By: _____
Barry Box, Executive Director
Date: _____

EXHIBIT A PREMISES

Buc Days Festival

Arrr You Ready?

-  FESTIVAL SITE
-  PARKING LOTS
-  CONSTRUCTION ZONE

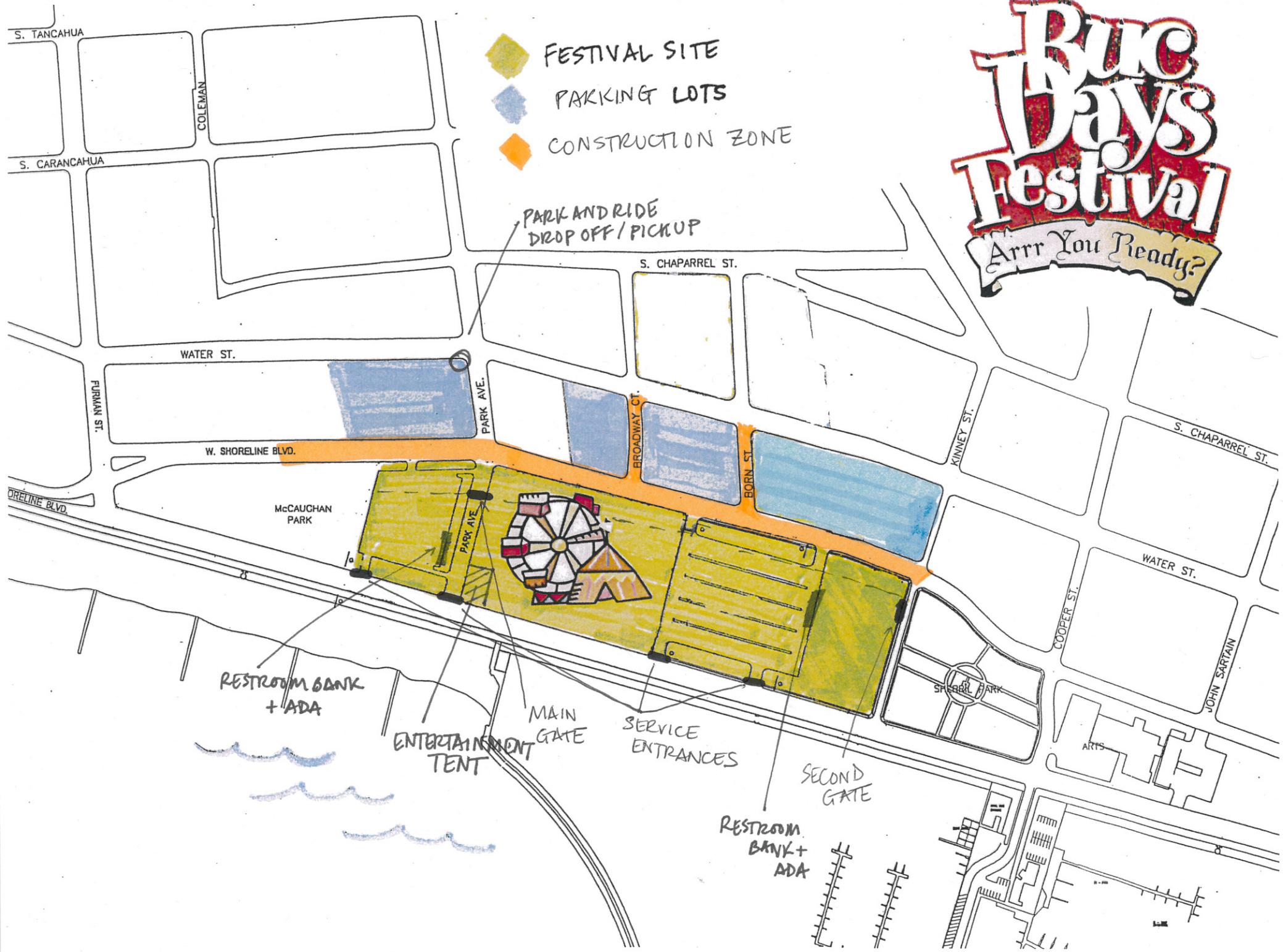


Exhibit A-1

The 2014



Junior Parade

Saturday, April 26, 2014 - 11AM

It's All About the Arrr!

Pirates of all sizes and ages are invited to join the fun at the Buc Days IBC Bank Junior Parade. It's time to heave ho, ye landlubber, and come have a Swashbuckling Good Time!

Come and join the 20,000+ spectators along the Junior Parade Route to watch these young pirates from daycare centers, youth groups, schools, civic, public, and private organizations "strut their stuff" in this wonderful children's parade.

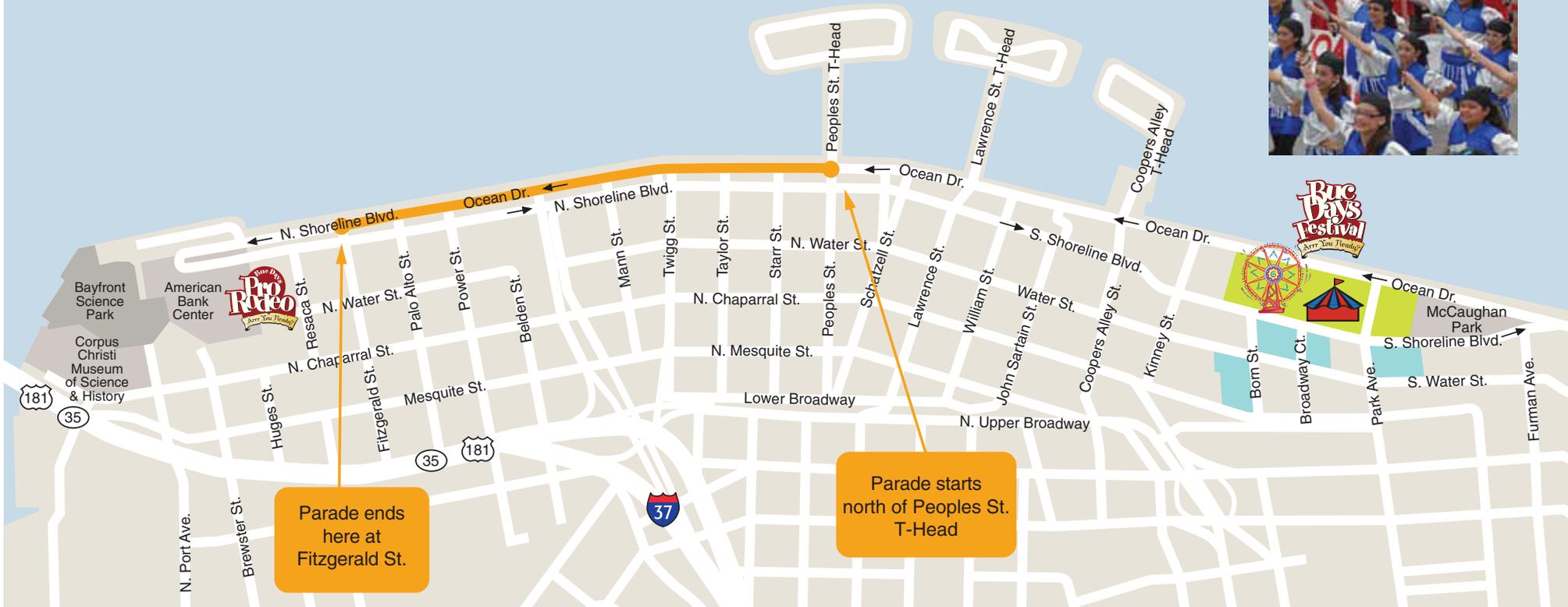


Exhibit A-2

The 2014



TOYOTA

Let's Go Places

Illuminated Night Parade

Saturday, May 3, 2014 - 8 PM

It's All About the Arrr!

Save the Date today for May 3rd! The Buc Days TOYOTA Illuminated Night Parade will send the floats and bands down the parade route beginning at 8pm. Enjoy the Parade and then head down to enjoy the Buc Days Festival & Stripes Carnival!

OPEN LATE PARADE NIGHT!

Parade ends here at Fitzgerald St.

Parade starts here, across from Buc Stadium.

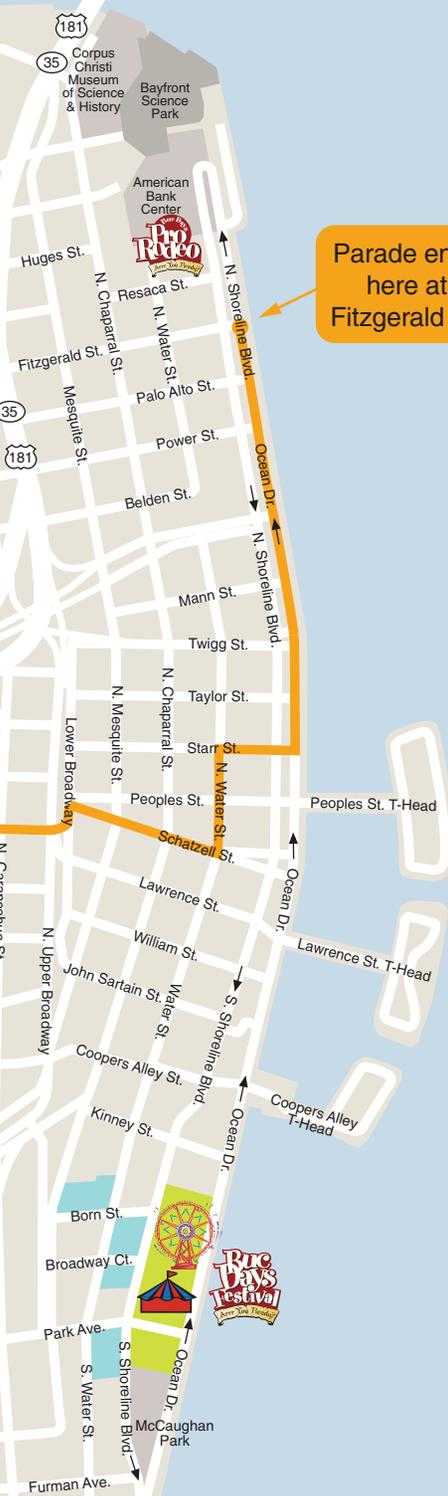


EXHIBIT B

2014 Lease Agreement Event Locations, Dates & Summary

Mutton Bustin' Mania

Scheduled for April 19, 2014

Parking Lot, north of the Great Lawn (former Memorial Coliseum site), at Shoreline & Kinney.

Exclusive Use on: April 18, 2014 – April 20, 2014

Buc Days Festival

Scheduled for April 24 – May 4, 2014

The Great Lawn (former Memorial Coliseum site); Parking Lots north and south of the Great Lawn; and the Park south of Kinney Street. (Excluding Sherrill Park)

Exclusive use on: April 21, 2014 through May 7, 2014

Buc Days PRCA Rodeo American Bank Center Arena

Scheduled for April 24 – 27, 2014

(Commission shall contract directly with SMG for use of American Bank Center Area.)

Buc Days Rodeo Tail Gate Party

Scheduled for April 24 – 26, 2014

Shoreline Boulevard, north of Resaca Street, as described in Street Closure Plan approved by City Traffic Engineering Department

EXHIBIT C – STREET CLOSURE

EXHIBIT D

**NOT TO EXCEED FEES FOR THE FOLLOWING CITY DEPARTMENT SERVICES
DESCRIBED IN SECTION 7.1A***

Park & Recreation (Credit account 343697-1020-12910):	\$3,200.00
Police (Carnival overtime at 50% of cost)	\$23,000.00
Solid Waste	\$3,500.00
Streets Signs and Services	\$800.00
<u>Storm Water</u>	<u>\$2,500.00</u>
TOTAL	\$33,000.00

EXHIBIT E

PARADE VENDOR REQUIREMENTS

Sec. 38-6. Permit application; information required.

Every application for a permit required by this chapter shall contain the following:

- (1) The name of the applicant and, if applicable, a certified copy of any assumed name certificate and/or corporate or other legal organization charter of record, together with proof of the individual's authority to act in behalf of such entity.
- (2) The business address and phone number of the applicant.
- (3) The name, home address and phone number of any individuals who will engage in the business operations in the city.
- (4) A description of the type of goods or services to be offered for sale or rental.
- (5) A description of the proposed location of the business for which the permit application is filed, including proposed routes for mobile street vendors, which shall show compliance with all site regulations of this article.
- (6) The license number of any motor vehicle to be used in the operation of the business in the city.
- (7)
 - a. An identification card no larger than three (3) inches by three (3) inches, displaying a photograph (or together with an additional photograph identification card, such as a current driver's license to be used with the identification card-required hereby) for each individual representative of the applicant who will be engaged in the business for which application for a permit is made. The identification card required hereby shall contain the name of the individual representative, the permanent residence address of the individual representative, the local address and phone number, if any, of the individual representative, and the name and address of the applicant as shown on the application for a permit.
 - b. For purposes of this article, every individual who conducts business for an applicant is a representative of such applicant whether acting as employee, agent, independent contractor, franchisee or otherwise for other business purposes, and the applicant shall for all purposes under this article be responsible for compliance with this article by every such individual representative.
- (8) A description and photograph or drawing with construction plans and specifications of any vending unit to be used in the business for which the permit application is filed.
- (9) Proof of a general comprehensive business liability insurance policy, issued by an insurance company authorized to do business in the State of Texas, protecting and indemnifying the applicant and the city from all claims for damages to property and for

bodily injury, including death, which may arise from operations under or in connection with the requested permit. Such insurance shall name the city as an additional insured, shall provide that no termination or cancellation will be effective without prior written notice to the city, and shall provide liability protection in the following minimum amounts: One hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per occurrence for bodily injury and fifty thousand dollars (\$50,000.00) per occurrence for property damage. An indemnity agreement protecting and indemnifying the city against all such claims may be substituted for the insurance policy herein required in the case of parade vendor permits valid only for such parade event and issued under the provisions of section 38-17(b) of this article.

(10) Proof of state sales tax certificate, if applicable, and compliance with all other applicable state and federal requirements for the particular business for which a permit is requested.

(Ord. No. 18788, § 1, 4-9-1985)

Sec. 38-7. Health permits required for food and beverage businesses.

No permit authorized to be issued under this article shall be issued to any person for the purpose of selling or offering for sale any food or beverage unless the applicant shall have first obtained all health permits, certificates and inspections required by the city health code for the particular type of business for which the permit is requested.

(Ord. No. 18788, § 1, 4-9-1985)

Sec. 38-17. Sidewalk vendors; special regulations.

No permit shall be issued to any vendor to operate his business and no vendor shall vend upon any public sidewalk in the city except as follows:

(b) Parade vending.

(1) Vendors may be permitted along parade routes during and for four (4) hours prior to and one (1) hour after any parade held under authority of a permit issued pursuant to the City Code, subject to the following restrictions and regulations in addition to other conditions imposed upon vendors by this article:

a. The police chief shall determine whether the vending would be consistent with the public safety. In protecting public safety, the chief may refuse to grant a permit, or may grant a permit limiting the vending to particular areas, limiting the items to be sold or rented, limiting the time for vending, or imposing other restrictions. In making his determination the chief shall consider, based upon past parade experience and law enforcement experience, the potential for interference with traffic; misuse of items to be sold or rented; physical injury; interference with parade participants, parade watchers, police officers and others; and other effects detrimental to safety.

b. Vendors shall comply with all pertinent restrictions and regulations applicable to sidewalk vendors under subsection (a) of this section.

* * * * *

d. Vendors shall be restricted in their location to sidewalks and other public areas, except streets, immediately adjacent to and within six hundred (600) feet of the parade route and to private premises immediately adjacent to and within six hundred (600) feet of parade routes. Such private premises shall be owned by the vendor or used by him with the expressed permission of the owner. Such permission shall be evidenced by written affidavit filed with the permitting officer prior to the issuance of a permit under this subsection.

e. Applications for parade vendor permits must be completed and filed at least two (2) days prior to the scheduled parade date.

(2) The city may allow parade organizers to administer the parade vending process by separate agreement.

(Ord. No. 18788, § 1, 4-9-1985; Ord. No. 21600, § 1, 3-16-1993; Ord. No. 025666, § 1, 3-2-2004)

_____ 2014

Mr. Barry Box, Executive Director

Buccaneer Commission, Inc.
P. O. Box 30404
Corpus Christi, Texas 78401-0401

Dear Mr. Box:

In accordance with the Buc Days Short Term 2014 Lease Agreement authorized by the City Council, this letter is to confirm that Buccaneer Commission, Inc has exclusive authority to administer and issue parade vendor permits for the Commission's 2014 parade events. The Buccaneer Commission, Inc. is also authorized to establish parade vendor permit fees for the Commission's parade events.

Sincerely,

Ronald L. Olson
City Manager