

BUC DAYS LEASE AGREEMENT

State of Texas §

Know All By These Presents:

County of Nueces §

Whereas, City Council has previously authorized agreements for use of City property for the Buc Days events;

Now, therefore, this Lease Agreement ("**Lease Agreement**") is entered into 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 of Corpus Christi's City 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 **§3 PREMISES AND PERMITTED USES** 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.

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 **§3 PREMISES AND PERMITTED USES** 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 Operations 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 Events in calendar years 2016 through 2020 for the periods identified on **Exhibit B**. The **City Manager** may authorize revisions or amendments 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**, contingent upon final design and construction of Bayshore Park along Shoreline Blvd.:

A. For Mutton Bustin' Mania: Parking Lot, north of the Great Lawn (former Memorial Coliseum site), at Shoreline & Kinney and the park south of Kinney Street.

B. For the Rodeo Tail Gate Party: Shoreline Boulevard, north of Resaca Street including the Barge Dock, as described in draft preliminary Street Closure Plan approved by City Traffic Engineering Department (**Exhibit C**).

C. For the Buc Days Festival: The Great Lawn (the grass area at the former Memorial Coliseum site); Parking Lots north and south of the Great Lawn; roadway east of the Great Lawn and the Park south of Kinney Street, as described in draft preliminary Street Closure Plan by City Traffic Engineering Department (**Exhibit C**). 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: Shoreline Blvd., as described in attached Exhibit. Street Closure and Parade Permits must be obtained, as required in **§ 9 GENERAL PERMITS**, below.

E. For the Buc Days Illuminated Night Parade: Leopard Street, as described in the attached Exhibit. Street Closure and Parade Permits must be obtained, as required in **§ 9 GENERAL PERMITS**, below.

F. For the Corpus Christi Rodeo: **Commission** is responsible to obtain a separate agreement with the City's General Manager of the American Bank Center Arena.

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 may impact and change the **Premises** (*Exhibit A*) and other parts of this lease. If change to *Exhibit A* is required due to construction, a 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 **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, the **Premises** will 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** need 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, **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 each year for annual total annual cost of \$37,500.00. City cost is estimated at \$82,589. Beginning with the event in calendar year 2019, the annual total cost shall increase to \$40,000.

- 1) *Stormwater:* Cleaning inlets day after Illuminated Night Parade; not to exceed \$1,500.00 [City cost in 2014 was \$1,514.]
- 2) *Solid Waste:* Street cleanup before and after Illuminated Night Parade; not to exceed \$3,500.00. [City cost estimated at \$12,379.]
- 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 \$4,000.00. [City cost estimated at \$5,000.]
- 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 \$4,500.00. City actual cost was \$17,500.
- 5) *Police:* Overtime for Carnival Event; not to exceed \$23,000.00. [City actual cost is estimated at \$43,310.]
- 6) *Fire/EOC:* Illuminated Night Parade: \$ 1,000.00. [City actual cost was \$2,885.]

The **Parks Director** will invoice the **Commission** for \$37,500 within thirty (30) calendar days after the **Event**. Beginning in calendar year 2019, the invoice will increase to \$40,000. 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 amount and 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 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.** Buc Commission will coordinate a walk through with the Parks Director designee to take place day following closure of the carnival event. **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 and pay for necessary permits from **City** Departments, including but not limited 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 Operations Director** and **Parks Director** its site plan for the **Event**, application for the requested street closure, and proof of all affected 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**. The temporary street closure permit is part of the Special Event Permit application process.

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, as specified in the City Code of Ordinances. The parade permit is part of the Special Event Permit application process

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

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 and Food 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.

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. All signage on City property outside of the **Premises** must be pre-approved by the Director of Parks and Recreation. On all advertising for the **Event**, Lessee shall recognize the City as a major contributor 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 immediately 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 at the end of the use period established each year.

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 or removable sidewalk decals 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 Buccaneer Commission Parade Vendor Permits to permit vending on the public sidewalks, by vendors pre-permitted by the City, 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 Buccaneer Commission 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 its Buccaneer Commission parade vendor permits which fee shall be one hundred dollars (\$100.00) for each vendor and/or vending unit, unless the Buccaneer Commission establishes a higher fee.

C. 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.

D. 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**.

E. 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 Operations Director, Parks Director, Director of Property and Facilities Management Department, 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 groups to rent City property, designated by **Parks Director**, to the general public.

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

C. Commission shall require the 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 cleanup 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 cleanup crew during and after the **Event**. If the **Parks Director** determines that additional cleanup 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. Littering violations shall be enforceable by authorized **City** employees under applicable **City** ordinances.

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. During Event hours, the **Commission** agrees to utilize CCPD officers to provide security, to be coordinated through a CCPD-designated liaison. Costs for the CCPD officers are covered in **§8 COMMISSIONS FINANCIAL OBLIGATIONS**, above.. However, the full costs for the liaison are to be invoiced separately to the **Commission**.

Commission may provide additional 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. 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**, **Street Operations Director**, or **Risk Manager**, must correct the Safety Hazard, within six hours or other time frame included in the written notice of Safety Hazards. The **Commission** will provide safety consultant to coordinate safety issues with the City.

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 final form. A sample volunteer waiver form is attached as Exhibit D. 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 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 Indemniteses 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.

It is intended that the Commission will indemnify Indemniteses for Indemnitors proportionate fault, including, but not limited to, negligence, which causes such damages or injury, but not if the damage or injury results from gross negligence or willful misconduct of Indemniteses.

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 injury or damage defined in this indemnity provision of this Agreement, Commission shall defend City upon receipt of immediate and diligent 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 September 30 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 _____, 2016.

CITY OF CORPUS CHRISTI

Ronald L. Olson
City Manager

Approved as to form: 1/13/2016

By: Lisa Aguilar
Lisa Aguilar, Assistant City Attorney
For the City Attorney

THE BUCCANEER COMMISSION, INC.

By: J. Philipello
Johnny Philipello, President/Chief Executive Officer
Date: 1/11/16

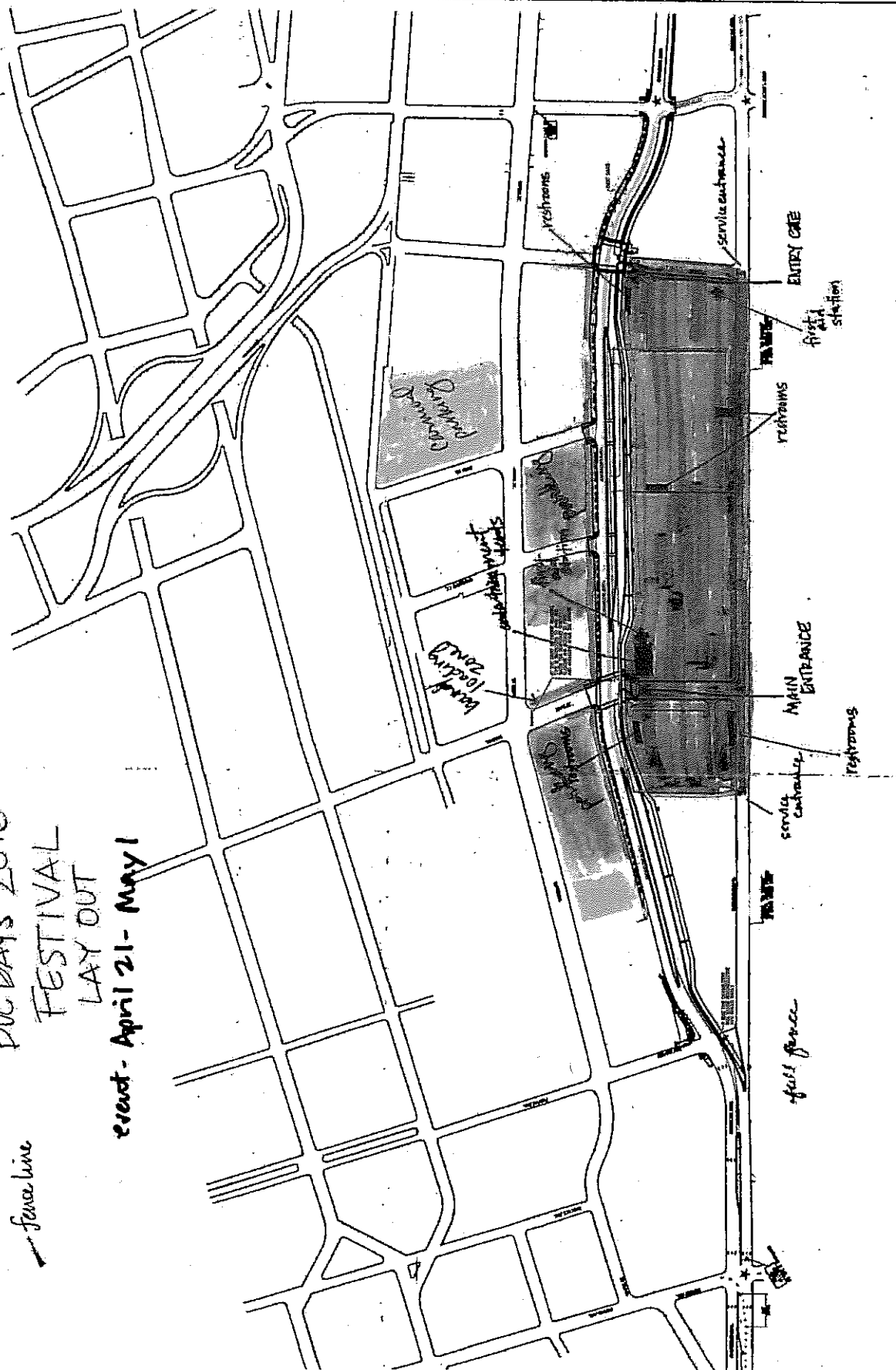
EXHIBIT A – PREMISES

To be inserted

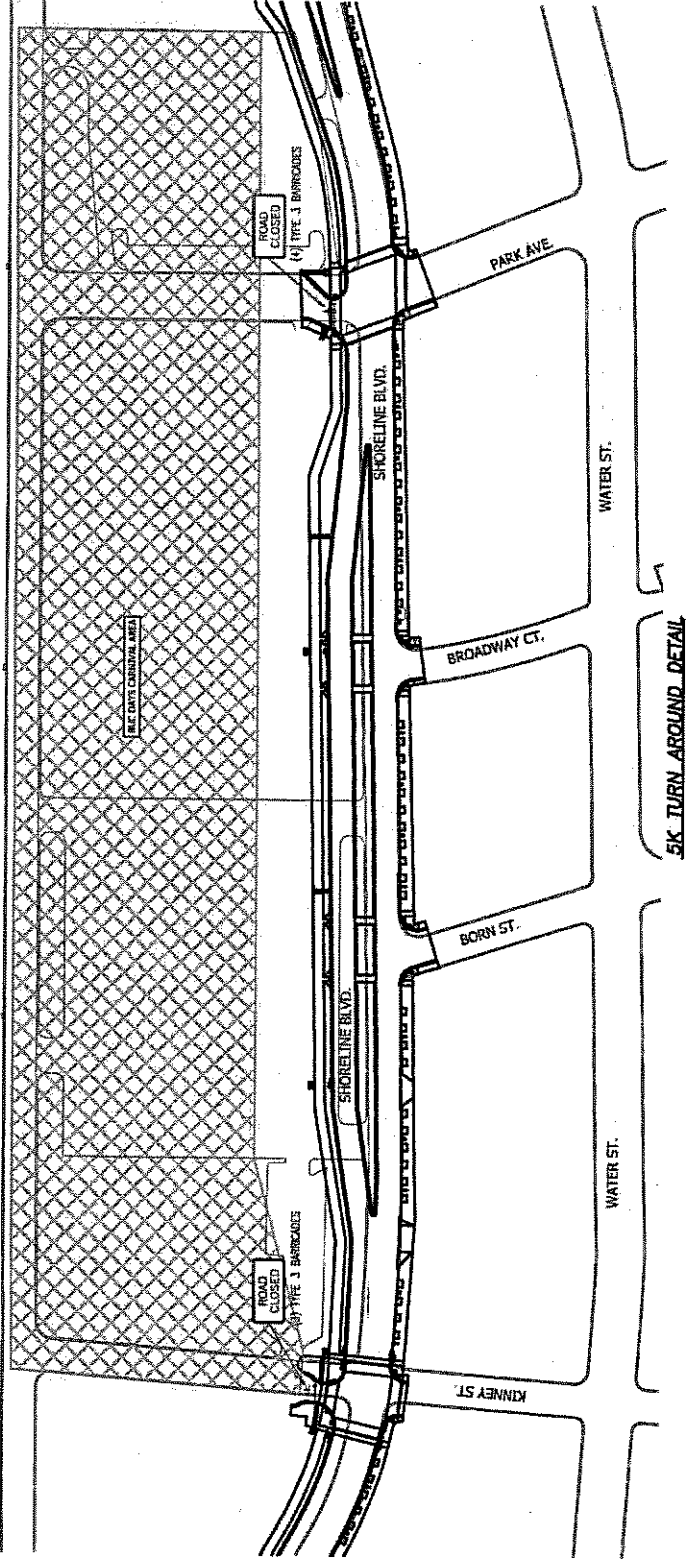
BUC DAYS 2016
FESTIVAL
LAY OUT

event - April 21 - May 1

fence line



CONSULTANT'S SHEET NO. DATE: _____ CITY TRAFFIC ENGINEER: _____ APPROVED: _____ DESIGNER'S NAME: _____ PROJECT NO.: _____ SHEET NO.: _____ SCALE: _____ DATE: _____		CITY OF CORPUS CHRISTI TEXAS Street Operations Department Traffic Engineering Office	2016 draft 2015 BUG DAYS FESTIVAL AND CARNIVAL TRAFFIC CONTROL PLAN	SHEET 1 of 1 RECORD DRAWING NO.: _____ CITY PROJECT # _____
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- NOTES:**
1. BEGIN TRAFFIC CONTROL SET UP AT THE START TIMES PROVIDED ON THE TRAFFIC CONTROL PLAN.
 2. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE BEFORE PARADE STARTS. AT NO TIME WILL THE PARADE START WITHOUT THE PROTECTION OF TRAFFIC CONTROL DEVICES OR THE POLICE DEPARTMENT.
 3. EVENT LOCATION WILL NOT DEVIATE FROM THE LOCATION SHOWN ON THE TRAFFIC CONTROL PLAN UNLESS SPECIFIED BY THE CITY TRAFFIC ENGINEER OR POLICE DEPARTMENT.
 4. IF YOU SHOULD HAVE ANY QUESTIONS ON THIS EVENT, PLEASE USE THE CONTACT NUMBERS THAT HAVE BEEN PROVIDED.
 5. EVENT TRAFFIC CONTROL IS SUBJECT TO CHANGE. ALL PROJECT TRAFFIC CONTROL DEVICES IN CONFLICT WITH THIS (EVENT) TRAFFIC CONTROL PLAN WILL BE ADJUSTED ON SITE. IF CHANGES ARE REQUIRED, THE COST OF ADDITIONAL WORK/DEVICES WILL BE THE EVENT ORGANIZERS RESPONSIBILITY.

QUANTITIES

14	TYPE 3 BARRICADE
1	ROAD CLOSED TO THRU TRAFFIC SIGN
3	ROAD CLOSED SIGN
3	NO PARKING PANELS

LEGEND

★	POLICE OFFICER
•	TRAFFIC CONTROL SIGN
-	TYPE 3 BARRICADE
-	VERTICAL PANEL - AS CALLED OUT

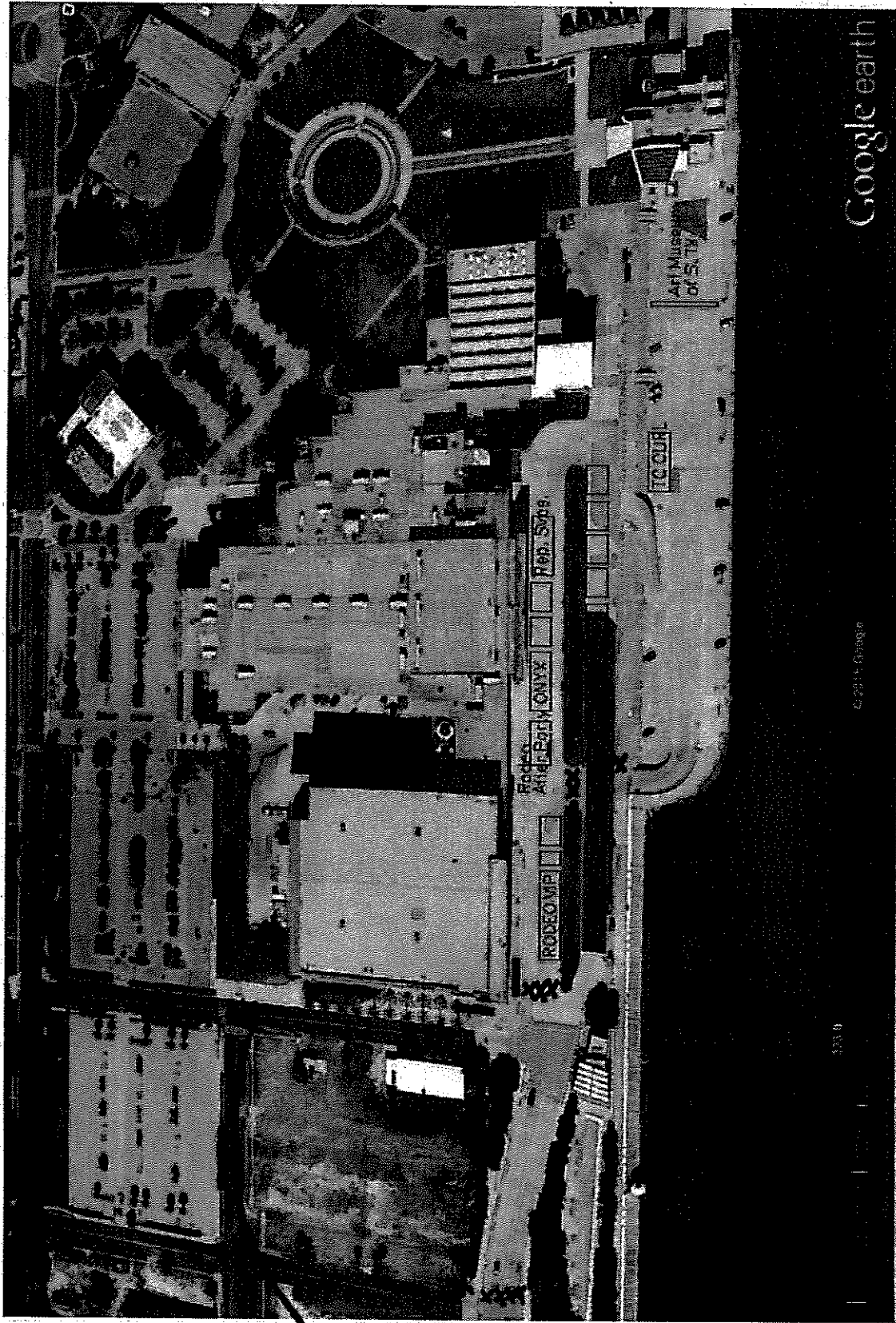
DATES & TIMES

EVENT TRAFFIC CONTROL SET-UP
 MONDAY, APRIL 21, 2014 - 8:00AM
 EVENT TRAFFIC CONTROL BREAK DOWN
 MONDAY, MAY 5, 2014 - 8:00AM

CONTACT NUMBERS

EVENT COORDINATOR
 AMY MCCOY 361-739-8953
 MARK AVELAR 361-944-9213
 POLICE DEPARTMENT
 LT. ISRAEL SOSA 361-461-4481

2016 TAILGATE LAYOUT (DRAFT)



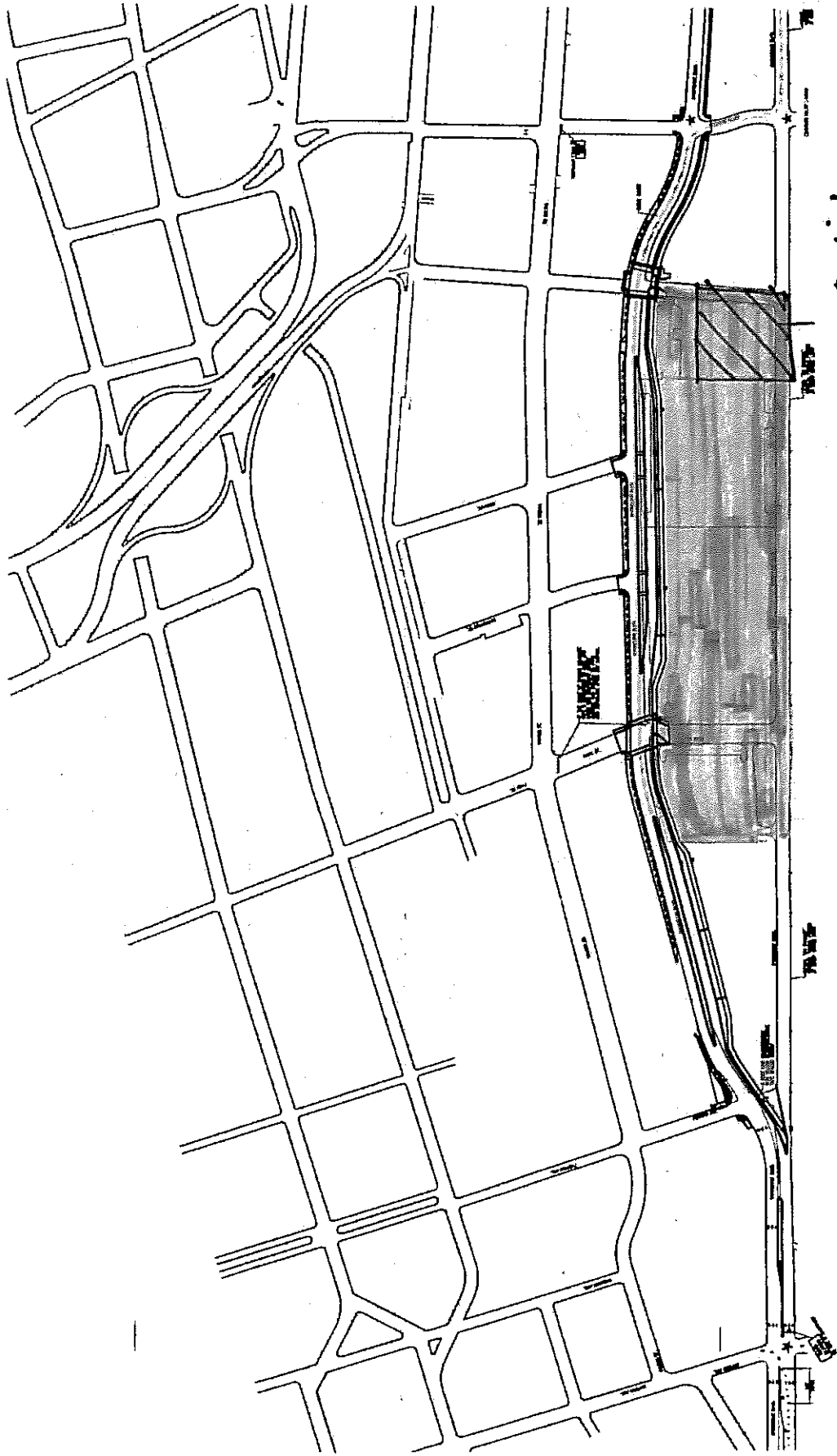
closed to
thru
traffic
only

closed at
5pm

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© 2014 Google

Google earth

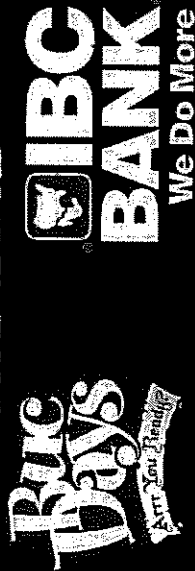


Mutton Bustin'
Navia - April 2, 2016

EXHIBIT A-1
Parade Route for Junior Parade

2016
draft

The 2015



Junior Parade
Saturday, April 25, 2015 - 11AM

Let the Tradition
Take Over!



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.

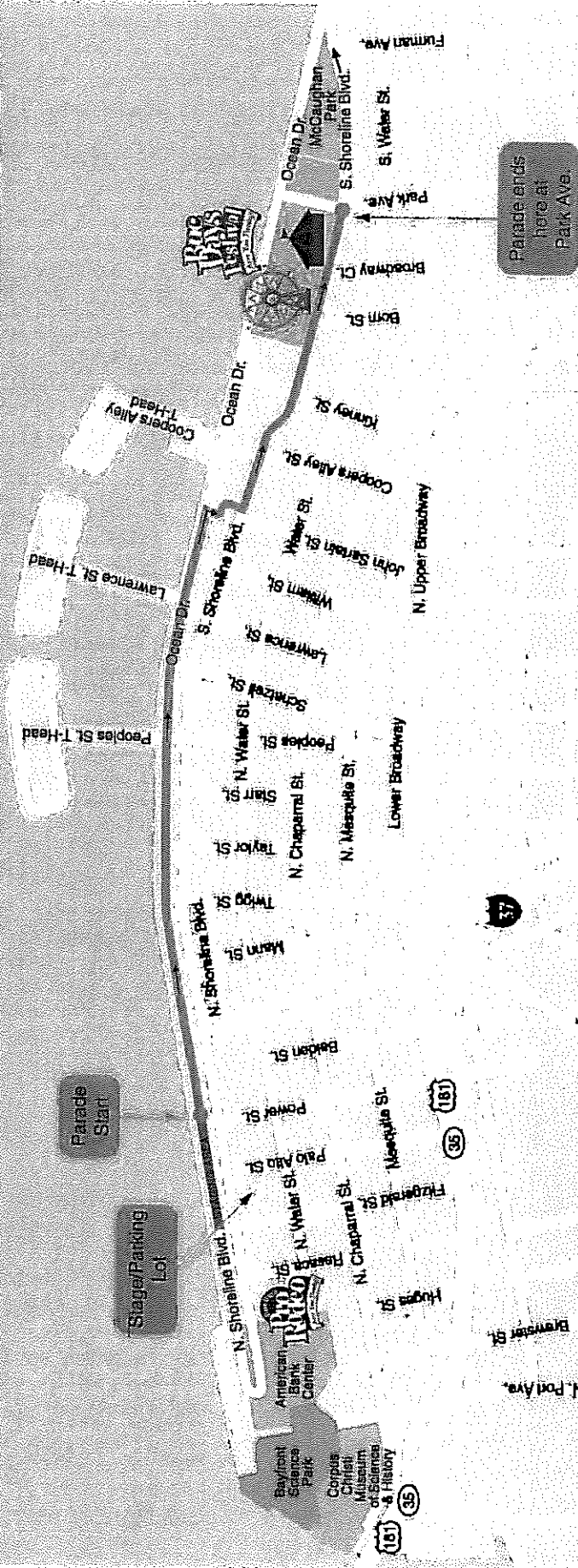


EXHIBIT A-2
PARADE ROUTE FOR ILLUMINATED NIGHT PARADE

2016 draft

The 2015

Buc Days
Arrive Your Parade



Let's Go Places

Illuminated Night Parade

Saturday, May 2, 2015 - 8PM

Let the Tradition Take Over!

Enjoy the Parade and then head down to enjoy the Buc Days Festival & Stripes Carnival

OPEN LATE PARADE NIGHT!

Parade starts here, across from Buc Stadium.

Parade ends here at Cooper's Alley St.

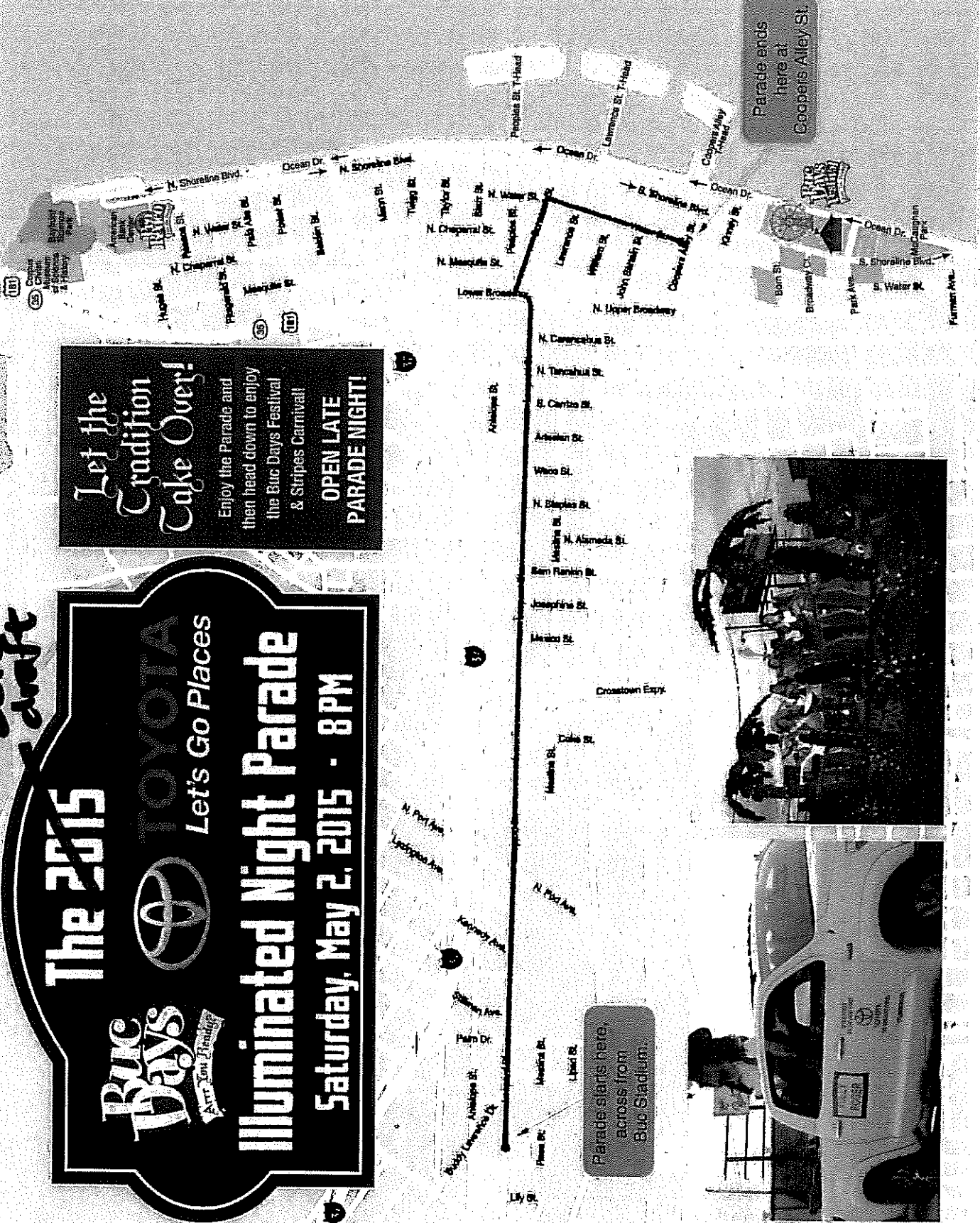


EXHIBIT B
Event Locations, Dates & Summary

One Day Mutton Bustin' Mania Event

Parking Lot, north of the Great Lawn (former Memorial Coliseum site), at Shoreline & Kinney and the Park south of Kinney Street (Excluding Sherrill Park)

Date: 2016: April 2, 2016
 Tentative Date for 2017 – April 8 or April 22
 Tentative Date for 2018 – April 14
 Tentative Date for 2019: April 13
 Tentative Date for 2020: April 4 or April 18

Buc Days Festival

The Great Lawn (Former Memorial Coliseum site); Parking lots north and south of the Great Lawn; and the park south of Kinney Street (Excluding Sherill Park).

Setup to occur approximately 5 days prior to festival opening. Tear down to be completed no later than 5 days after festival closing.

Dates: Apr 21 to May 1 2016; Apr 27 to May 7, 2017; Apr 26 to May 6, 2018; Apr 25 to May 5, 2019; and Apr 23 to May 3, 2020

Rodeo Corpus Christi
American Bank Center Arena

Commission shall contract directly with third party arena management company for use of American Bank Center Area.

Dates: Apr 14 to Apr 17, 2016; Apr 27 to Apr 30, 2017; Apr 26 to Apr 29, 2018; Apr 25 to Apr 28, 2019; Apr 23 to Apr 26, 2020

Rodeo Corpus Christi Tail Gate Party

Shoreline Blvd, north of Resaca Street, as described in the Street Closure Plan approved by City Traffic Engineering Department including the Barge Dock. The City staff and Buccaneer Commission will each work with Art Museum to ensure there is limited interruption to Art Museum visitors.

Dates: same dates as the rodeo events

Buc Days Jr. Parade Dates

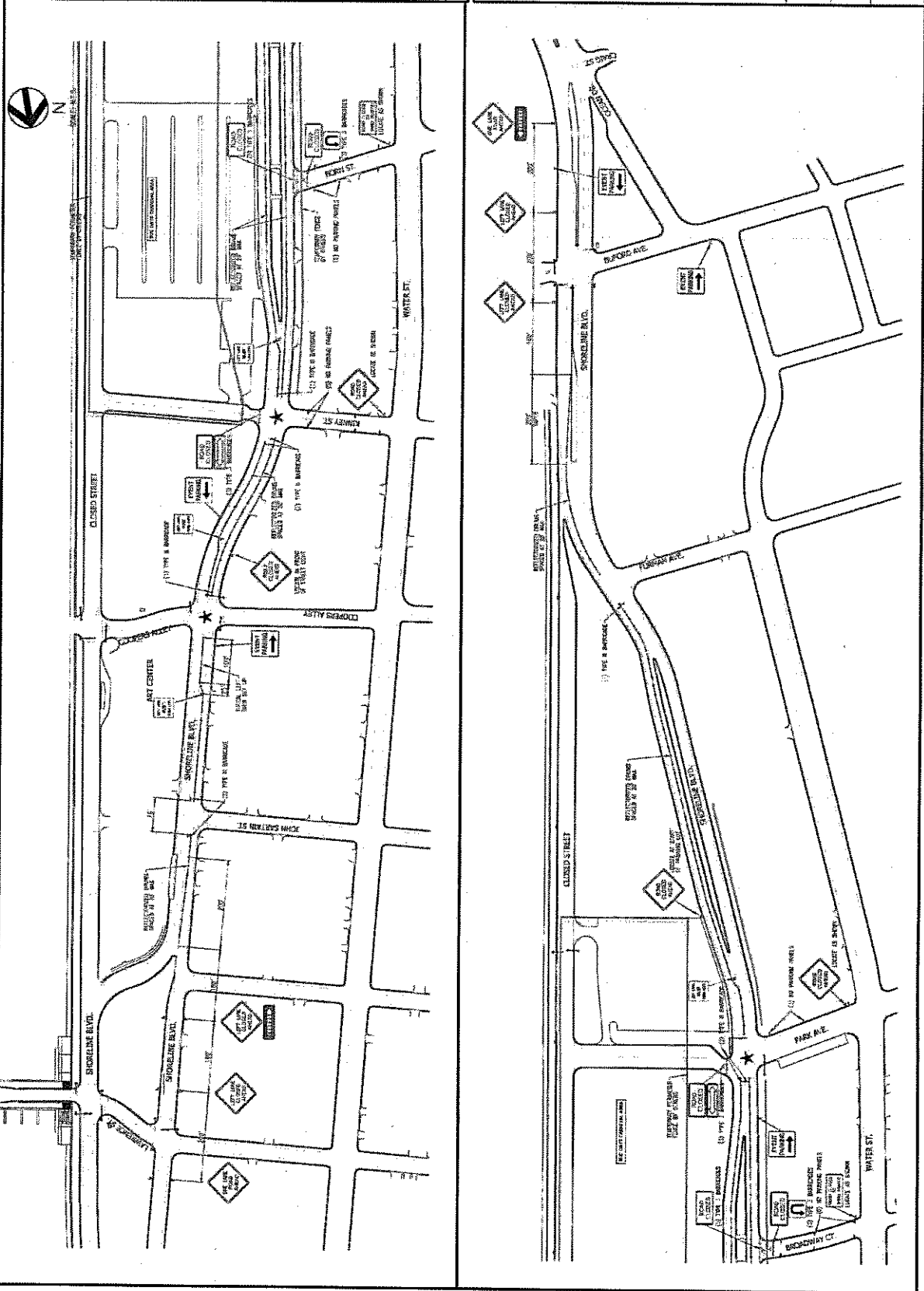
April 23 2016; April 29 2017; April 28 2018; April 27, 2019; April 25, 2020.

Buc Days Night Parade Dates

April 30 2016; May 6, 2017; May 5, 2018; May 4, 2019; May 2, 2020.

EXHIBIT C – STREET CLOSURE

CITY PROJECT SHEET 01 of 02 RECORD DRAWING NO.	2015 2016 draft BUC DAYS CARNIVAL EVENT TRAFFIC CONTROL PLAN	
	CITY OF CORPUS CHRISTI Capital Programs Department Traffic Engineering Office	
DATE: _____ DESIGNED BY: _____ CHECKED BY: _____ SCALE: _____ DATE: _____	REVISION NO. _____ DATE: _____ REVISION BY: _____ CHECKED BY: _____ SCALE: _____ DATE: _____	PRELIMINARY CONSTRUCTION SHEET NO.



1. ADDITIONAL INFORMATION

CON
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LIT. PIRACAS

D. GUY JONES

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11/11/77

EXHIBIT D

SAMPLE VOLUNTEER WAIVER FORM

VOLUNTEER RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

By signing this document you are waiving any protection under Section 39.14 and Section 39.323 of the City of Corpus Christi Texas Code of Ordinance and any other similar ordinances.

By signing this document I agree to waive any rights to sue the City of Corpus Christi, its officers, officials, employees, representative, and agents (collectively, the "City"), for any damages or claims arising out of volunteer participation. I am aware that participating in the volunteer program may involve dangers and risks of serious injury and/or death and/or property damage. I freely accept and fully assume all such danger and risks. In consideration of being allowed to participate in the volunteer program I further agree as follows:

1. To waive any and all claims I may have against the City arising out of volunteer participation;
2. To release the City from any and all liability from any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the volunteer programs due to any cause whatsoever, including any negligence of the City or otherwise;
3. To hold harmless and indemnify the City from any and all liability for any property damage or personal injury to any third-party, resulting from my participation in the volunteer program;
4. This release of Liability and Hold Harmless Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, and assigns in the event of participant's death.

I have read and understand this Release of Liability and Hold Harmless Agreement prior to signing it, and am aware that by signing this Release of Liability and Hold Harmless Agreement I am waiving certain legal rights which I or my heirs, executors, administrators and assign may have against the City.

If volunteer is under 18 years of age, the Parent or Guardian must sign below along with the volunteer. As the Parent or Guardian of a volunteer I agree to execute this Release of Liability and Hold Harmless Agreement on behalf of volunteer. I acknowledge the risks and dangers associated with the volunteer program and I voluntarily accept and assume liability and the possibility of injury, damage, death, or loss resulting there on behalf of the Volunteer. I waive any and all claims and agree to release, hold harmless, and indemnify the City of Corpus Christi, and its officer, officials, employees, representatives, and agents on behalf of the volunteer.

Volunteer's Name (Printed)

Date of Birth

Volunteer's Signature & Date

Parent/Guardian Signature & Date

Volunteer's Address

Department Name & Contact

Emergency Contact Name & Phone: _____

ORIGINAL TO BE MAINTAINED BY ASSIGNED DEPARTMENT