LEASE AGREEMENT FOR QUE BUENO TACO FESTIVAL

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 Corpus Christi PATCH, Inc. **("CC PATCH")**, 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. CC PATCH – means the Corpus Christi PATCH, Inc. a Texas non-- profit corporation.

G. CC PATCH's Agent -- means a duly authorized representative of the **CC PATCH**.

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 Que Bueno Taco Festival events and related activities sponsored by the CC PATCH**.** The **Event** dates are described in ***Exhibit B***.

J. Fire Chief – means the Chief of the City of Corpus Christi's Fire Department, or designee.

K. Lease Agreement – means this document, as approved by the City Council and executed by the City Manager.

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

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

N. Premises -- means the area known as Artesian Park located at Chaparral and Twigg Streets. and also the following streets: Taylor Street between Mesquite and Chaparral;; Mesquite Street between Taylor and Peoples Street, Starr Street between Lower Broadway to Water Street;; and Chaparral Street between Starr to Peoples Street, as shown **in Exhibit A**.

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

P. Solid Waste Director – means the Director of the City of Corpus Christi's Solid Waste Operations Department.

Q. 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 **CC PATCH** 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 **CC PATCH** the privilege of using the area known as Artesian Park located at Chaparral and Twigg Streets, and also the following streets: Taylor Street between Mesquite and Chaparral; Mesquite Street between Taylor and Peoples Street, Starr Street between Lower Broadway to Water Street; and Chaparral Street between Starr Street to Peoples Street, as shown **in Exhibit A,** for the Que Bueno Taco Festival Event.

4. PREMISES REVISIONS. Construction along Shoreline or other unforeseen circumstances 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 **CC PATCH 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 **CC PATCH'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. PLANNING MEETINGS. Prior to this year's **Event** the **Parks Director**, **Director of Street Operations** and **Police Chief** will meet with **CC PATCH** 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 ***Exhibit A*** needs to be revised by the **Parks Director** and **CC PATCH**. If revised, new ***Exhibit A*** will follow process in ***§4 PREMISES REVISIONS.*** **CC PATCH's Agent** may request additional meetings.

7. ADMISSION FEE. CC PATCH may charge an admission fee. Special **Event**s connected with **CC PATCH** may charge another fee to help defray the cost of entertainment.

8. CC PATCH'S FINANCIAL OBLIGATIONS.

A. Permit Fees. The **CC PATCH** 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 Large Special Event Permit fee of $400, Health Permit/Vendor Fees, Development Services Permit Fees.

B. Costs of City Services. The parties are not anticipating that City services will be provided for the Event. However, should any City services be utilized for the Event, then the **Parks Director** will invoice the **CC PATCH** for costs of all such City services, including but not limited to, services provided for the Event by City Utilities Department, City Solid Waste Operations Department, City Parks and Recreation Department, and City Police Department, and City Fire Department 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 **CC PATCH's Agent**, the **Parks Director** will furnish reasonable supporting documentation of the charges within ten (10) calendar days.

CC PATCH's failure to pay the undisputed charges on **City**'s invoice within 30 days after submittal to **CC PATCH** shall result in a late payment fee being assessed against **CC PATCH**. 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. Deposit. The **CC PATCH** 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 **CC PATCH** within 30 days after the **Event**.

D. 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, landscaping, utility infrastructure, water and/irrigation lines and related equipment caused by acts or omissions of the **CC PATCH**, its employees, volunteers, invitees, vendors, contractors, or subcontractors. **City** will give the **CC PATCH** an opportunity to rectify these damages, prior to utilizing the Deposit and finally invoicing the **CC PATCH** for any additional cost of repair.

1. *Repairs to Premises.* **Parks Director** will provide the **CC PATCH's Agent** a Punchlist of damages to the **City** Property authorized for the Event, as defined in ***§3 PREMISES AND PERMITTED USES*****,** within seven (7) days after the **CC PATCH** has vacated the property, following the conclusion of the Event. **CC PATCH** 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 **CC PATCH** must fill and compact all holes. If fill material is needed, it must be approved by **Parks Director**. If the **CC PATCH** fails to restore any items on the Punchlist, **Parks Director** may first utilize the Deposit to do so;; then invoice the CC PATCH for any additional costs. Damages to **City** property will be billed at the City's cost of repair.

2. *Repairs to other City Property.* Within 30 days after the conclusion of the **Event, the City** will provide the **CC PATCH's Agent** an itemized invoice for cost of repairs and damages, if any, on any other City property for the **Event**. If Deposit is not utilized for repairs to the Premises, any balance will be applied to the itemized invoice amount for the **Event**. **CC PATCH** will pay **City**'s invoice for damages, within 30 days after **City** tenders the invoice to **CC PATCH's Agent**, less any amount(s) the **CC PATCH** has disputed.

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

A. Special Event Permit. CC PATCH 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. As part of the Special Event permit, a street closure process will govern any necessary street closures. CC PATCH must provide the Street 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 Code of Ordinances. All temporary street closures on a temporary basis are subject to the requirements of City Code of Ordinances.

B. Temporary Promotional Event Permit CC PATCH 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 **CC PATCH** to call each inspector for an appointment to inspect and get approval for each temporary service before the **Event** begins. **CC PATCH** may obtain an Electrical Permit and Tent Permit in lieu of the Temporary Promotional Event Permit to satisfy this requirement.

C. Vendor Permit. CC PATCH must ensure all mobile food units and temporary food service establishments comply with all applicable City ordinances and also requirements of the **Corpus Christi-- Nueces County Health District** for the sale of foods and the protection of the public welfare. **CC PATCH** 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.)

D. Alcohol Vendors. CC PATCH must require all vendors to obtain and comply with appropriate permits, including permits from the **Alcoholic Beverage CC PATCH** 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**. CC PATCH** 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 ***§16 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.

E. Fireworks Permit. If Fireworks are being hosted, **CC PATCH** must obtain Fireworks Permit from the Fire Department. Any requested use of City property for fireworks launch must be approved separately by written agreement of the City Manager, with concurrence from the third party operator of the City facility, the City director overseeing the City property, and also compliance with additional insurance requirements imposed by the City Risk Manager.

F. Water Events. For any water events, **CC PATCH** must obtain necessary permits from the United States Coast Guard.

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

H. Music and Movie Licenses. CC PATCH is solely responsible for obtaining licenses and permission from copyright owner(s) prior to the performance of music and display of movies at the **Event**.

10. ADDITIONAL PREMISES REQUIREMENTS

A. Barricades, Traffic Signs. The **CC PATCH** 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. CC PATCH shall contract with a third party company to implement traffic control plan provided by the City Traffic Engineering Department. Event setup will not begin without the protection of traffic control devices.

B. Parking. The **CC PATCH** will provide parking and signage for people with disabilities in close proximity to the entrances of the **Event** and its related activities

C. Signage and Advertising. CC PATCH's Agent may request inflatable advertising only for **Event**s 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 **CC PATCH** 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. **CC PATCH** may provide a temporary six-- foot (6') chain link fence around Event areas, 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 **CC PATCH**'s needs upon **Parks Director's** concurrence, as outlined in ***§ 4***, ***PREMISES REVISIONS***.

F. Storm Water System Protection. CC PATCH 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. **CC PATCH** must remove the screens within the non-- exclusive use period after the close of the **Event**. However, **CC PATCH** 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 **CC PATCH** provides the **Parks Director** prior written assurances that **CC PATCH** will remedy said damages in accordance with ***§8 CC PATCH FINANCIAL OBLIGATIONS*** above and **Parks Director** approves the construction in writing.

H. Temporary Buildings. CC PATCH 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 Capital Programs**, 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. CLEAN UP. CC PATCH is responsible for trash pickup at the Event. **CC PATCH** must require all food and beverage vendors to clean a designated zone adjacent to their respective booths at regularly scheduled intervals**. CC PATCH** 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 **CC PATCH** and taken to a location designated by the **CC PATCH**. **CC PATCH** 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 **CC PATCH's Agent** 2 hours notice to increase services;; and if it is still unsatisfactory, **Parks Director** may authorize use of **City** workers for reimbursement by CC PATCH shall be pay.

12. RIGHT OF CC PATCH TO USE PUBLIC STREETS. CC PATCH 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** and the compliance by **CC PATCH** with the terms and conditions contained within this **Lease Agreement.**

13. EMERGENCY VEHICLE LANES. CC PATCH 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.

14. SECURITY. CC PATCH is responsible to determine whether to provide security officers during the **Event**, and after the **Event** closes each night. **CC PATCH** 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 CC PATCH FINANCIAL OBLIGATIONS***, above. The Police Officers will be assigned duty stations by the **Police Chief**, or designee.

15. SAFETY HAZARDS. The **CC PATCH**, 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.

16. INSURANCE. CC PATCH agrees to comply with attached insurance Exhibit C. In addition, CC PATCH'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 per occurrence for personal injury, death and property damage. **CC PATCH** 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**. **CC PATCH** 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 **CC PATCH's Event**s on **Premises** then *Liquor Liability Insurance* in the amount of $1,000,000 per occurrence must be provided by the entity serving the alcohol. The **City** must be named as an Additional Insured on all liability policies. **CC PATCH** 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.

CC PATCH must require all volunteers to sign an accident waiver form that **CC PATCH** must keep on file. The **City Attorney** will approve the form. In the event of accidents of any kind, **CC PATCH** 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, **CC PATCH** 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 **CC PATCH**.

17. INDEMNITY. CC PATCH 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 CC PATCH 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 event and associated activities, with the expressed or implied invitation or permission of CC PATCH, 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.

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

18. 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 **CC PATCH**:

Corpus Christi PATCH, Inc.
Attn: Monica Sawyer
402 Peoples Street Suite 1A
Corpus Christi, TX 78401
(361) 442-- 8456

19. ASSIGNMENT. CC PATCH 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**.

20. BREACH, TERMINATION. Any failure on the part of **CC PATCH** to perform any of the covenants contained in this **Lease Agreement**, or any breach of any covenant or condition by **CC PATCH** 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 **CC PATCH** is a waiver by or estoppel against **City**. In case of termination **City** is entitled to retain any sums of money theretofore paid by **CC PATCH** and the sums inure to the benefit of **City** as a set-- off against any debt or liability of **CC PATCH** to **City** otherwise accrued by breach hereof.

21. 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 **CC PATCH** by the **City** are compensation for provision of **City** services as described herein and for the right of **CC PATCH** to use public property for the limited purpose described herein.

22. CITY SERVICES SUBJECT TO APPROPRIATION. The **CC PATCH** 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.

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

24. NON-- DISCRIMINATION. CC PATCH 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.

25. DISCLOSURE OF INTEREST. (**Exhibit D**) CC PATCH agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

26. CERTIFICATE OF INTERESTED PARTIES. CC PATCH agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties. Form 1295 must be electronically filed with the Texas Ethics Commission at **https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at https://www.ethics.state.tx.us/legal/ch46.html.

27. CONFLICT OF INTEREST. Contractors agree, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at http://www.cctexas.com/government/city-- secretary/conflict-- disclosure/index.

28. ENTIRETY CLAUSE. This **Lease Agreement** and the incorporated and attached **Exhibit**s constitute the entire **Lease Agreement** between the **City** and **CC PATCH** 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 **Exhibit**s, of the terms, conditions, promises, and covenants relating to **CC PATCH**'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.

ATTEST:

_____
Rebecca Huerta
City Secretary

CITY OF CORPUS CHRISTI

_____
Name: _____
Title: _____

Approved as to form: _____

By: _____
Assistant City Attorney
For the City Attorney

Corpus Christi PATCH, Inc.

By: Monica M. Sawyer

Name: Monica McLeod Sawyer

Title: President

Date: 07/02/2018

EXHIBIT A

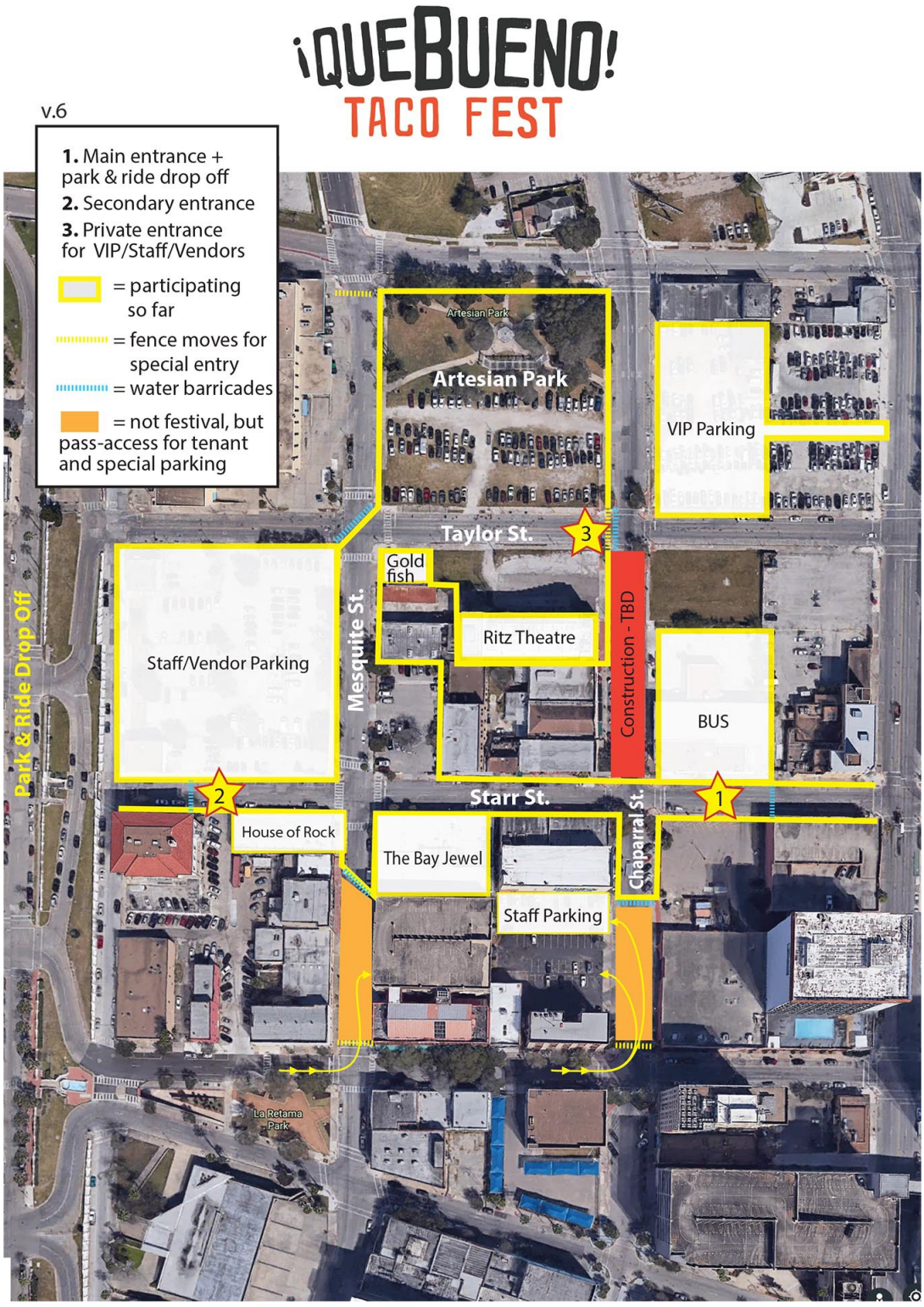

¡QUE BUENO!
TACO FEST
v.6
1. Main entrance + park & ride drop off
2. Secondary entrance
3. Private entrance for VIP/Staff/Vendors
= participating so far
= fence moves for special entry
= water barricades
= not festival, but pass-access for tenant and special parking
Artesian Park
Artesian Park
VIP Parking
Taylor St.
3
Gold fish
Ritz Theatre
Staff/Vendor Parking
Mesquite St.
Park & Ride Drop Off
Construction - TBD
BUS
2
Starr St.
1
House of Rock
The Bay Jewel
Chaparral St.
Staff Parking
La Retama Park

EXHIBIT B

2018 EVENT

Set-- Up Dates for 2018 Event:
September 14, 2018 11am thru
September 15, 2018

Dates for 2018 Event:
September 15, 2018 – 11 am – 10pm

Take Down Date for 2018 Event:
September 15, 2018 – 10:30 pm thru
September 16, 2018 -- -- noon

EXHIBIT C

INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

A. Lessee (CC PATCH) must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

B. Lessee must furnish to the City's Risk Manager and Director of Parks and Recreation Dept. two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	**MINIMUM INSURANCE COVERAGE**
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	**Bodily Injury and Property Damage** Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	$1,000,000 Per Occurrence $2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	$1,000,000 Combined Single Limit
VOLUNTEER ACCIDENT COVERAGE	$10,000 for Accident Death and Dismemberment $$5,000 for Medical

LIQUOR LIABILITY	$1,000,000 Per Occurrence
PERSONAL PROPERTY INSURANCE	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.

C. In the event of accidents of any kind related to this contract, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lessee will be promptly met. An All States Endorsement shall be required if Lessee is not domiciled in the State of Texas.

B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

C. Lessee shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Lessee or as requested by the City. Lessee shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

D. Lessee agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to stop work hereunder, and/or withhold any payment(s) which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.

G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor’s performance of the work covered under this contract.

H. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.

I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.