



# CITY OF SANTA CLARA

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## SANTA CLARA STADIUM AUTHORITY

### AGENDA

A complete agenda packet with back-up reports is available at either City Library beginning Saturday before the Tuesday meeting or at the City Clerk's Office on weekdays. A complete agenda packet is also available at the City Council meeting and on the City's website.

**March 25, 2014**

**6:00 pm**

**Closed Session**

**Council Conference Room**

Conference with Legal Counsel-Existing Litigation  
Pursuant to Government Code Section 54956.9(a)  
*Vinod K. Sharma, et al. v. Successor Agency to the  
Redevelopment Agency of the City of Santa Clara, et al.*  
Sacramento County Superior Court Case No. 34-2013-80001396

and

Conference with Legal Counsel - Anticipated Litigation  
Pursuant to Government Code Section 54956.9(a)  
Potential initiation of litigation: 1 potential case

### REGULAR MEETING

**7:00 PM in the City Hall Council Chambers**

APPEAL OF HEARING DECISIONS OF THE STADIUM AUTHORITY MUST BE MADE TO THE SUPERIOR COURT WITHIN 90 CALENDAR DAYS OF FINAL ACTION. BECAUSE OF THE AGENDA PROVISION FOR RECONSIDERATION, FINAL ACTION IS DEEMED TO OCCUR AT THE END OF THE NEXT REGULAR MEETING PURSUANT TO CITY COUNCIL POLICY (P&P 042). (CODE OF CIVIL PROCEDURE SECTION 1094.6)

AB23 ANNOUNCEMENT: MEMBERS OF THE SANTA CLARA STADIUM AUTHORITY BOARD ARE ENTITLED TO RECEIVE \$30 FOR EACH ATTENDED MEETING.

- 1. ROLL CALL:**
- 2. APPROVAL OF MINUTES:**
  - A. February 25, 2014.**
- 3. CONTINUANCE/EXCEPTIONS:**

**4. UNFINISHED BUSINESS:**

- A. Possible Reconsideration of Actions Taken at Immediately Preceding Meeting. (See Summary of Actions for potential reconsideration, which is attached to the posted Agenda and is in the Agenda Packet Binder in the Council Chambers.)

**5. NEW BUSINESS:**

- A. Approval of a Municipal Law Enforcement Services Agreement between the City of Santa Clara, Santa Clara Stadium Authority and the Santa Clara County Sheriff's Office regarding Special Law Enforcement Units and Per Diem Reserve Police Officers for Levi's Stadium events.
- B. Adoption of a Resolution consenting to Agreements between Forty Niners Stadium Management Company and San Francisco Parking, Inc., dba City Park, Landmark Event Staffing Services, Inc., Elite Show Services, Inc., and ABM Onsite Services - West, Inc. for event day services at Levi's Stadium.

**6. PUBLIC PRESENTATIONS:**

This item is reserved for persons to address the Stadium Authority on any matter not on the agenda that is within the subject matter jurisdiction of the City. The law does not permit Stadium Authority action on, or extended discussion of, any item not on the agenda except under special circumstances. The Stadium Authority, or staff, may briefly respond to statements made or questions posed, and the Stadium Authority may request staff to report back at a subsequent meeting. Although not required, please submit to the Stadium Authority Secretary your name and subject matter on forms available by the door in the Council Chambers.

**7. REPORTS OF STADIUM AUTHORITY MEMBERS AND SPECIAL STADIUM AUTHORITY COMMITTEES:**

- A. Reports regarding conference attendance, if any.

**8. CLOSED SESSION MATTERS:**

- A. Stadium Authority Counsel Reports:

**9. ADJOURNMENT:**

- A. To Tuesday evening, **April 8, 2014** at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

3/25/14

# CLOSED SESSION NOTICE

Santa Clara Stadium Authority

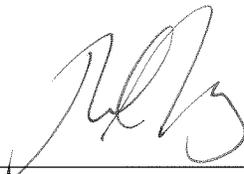
6:00PM  
SA



The **GOVERNING BOARD OF THE STADIUM AUTHORITY** will meet in closed session on **Tuesday, March 25, 2014, at 6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

- CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
Pursuant to Gov. Code § 54956.9(a)  
*Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396
- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
Pursuant to Gov. Code § 54956.9(a)  
**Potential initiation of litigation:** 1 potential case

Date: March 21, 2014

  
 \_\_\_\_\_  
 RICHARD E. NOSKY, JR.  
 Stadium Authority Counsel

3/25/14

2A  
SA

**MINUTES OF THE SANTA CLARA STADIUM AUTHORITY OF  
THE CITY OF SANTA CLARA FOR REGULAR MEETING  
HELD ON TUESDAY EVENING, FEBRUARY 25, 2014**

The Santa Clara Stadium Authority of the City of Santa Clara met at 6:00 pm for a Closed Session in the Council Conference Room for a Conference with Legal Counsel-Existing Litigation pursuant to Government Code Section 54956.9(a); *Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396 and for a Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(a); Potential initiation of litigation: 1 potential case (Stadium Authority Counsel - 02/21/14).

The Stadium Authority then met at 8:25 pm, on the above mentioned date, for the regular scheduled meeting in the City Hall Council Chambers.

Present: Stadium Authority Board Members Debi Davis, Lisa M. Gillmor, Patrick Kolstad, Patricia M. Mahan, and Teresa O'Neill and Chairperson Jamie L. Matthews. Absent: Vice-Chairperson Jerry Marsalli (excused).

1. **MOTION** was made by Kolstad, seconded and unanimously carried (Marsalli absent), that the Stadium Authority **excuse** Vice-Chairperson Jerry Marsalli from attendance at this evening's meeting.
- 2A. **MOTION** was made by Davis, seconded and unanimously carried (Marsalli absent), that the **Minutes** for the meeting of **January 14, 2014** be adopted as written.
- 2B. **MOTION** was made by Davis, seconded and unanimously carried (Marsalli absent), that the **Minutes** for the meeting of **January 28, 2014** be adopted as written.
5. Under Public Presentations, Stephen Hazel addressed the Stadium Authority with general comments of concern regarding current events.

6. Under Reports of Stadium Authority Members and Special Stadium Authority Committees, Stadium Authority Member O'Neill requested holding a joint meeting with the Bicycle Advisory Committee, StadCo and the Stadium Authority to discuss the developments near the Stadium and a status of the San Tomas Aquino Creek Trail.

Stadium Authority Member Gillmor and Stadium Authority Member Mahan expressed a desire to communicate with the public on preparedness for the opening of Levi's Stadium later this year. By consensus, the Stadium Authority directed the Executive Director to provide a full report to the Stadium Authority regarding preparedness for the opening of Levi's Stadium at a future meeting.

7A. Earlier in the evening, the Stadium Authority met for a Closed Session in the Council Conference Room for a Conference with Legal Counsel-Existing Litigation pursuant to Government Code Section 54956.9(a); *Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396 and there was no reportable action and for a Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(a); Potential initiation of litigation: 1 potential case and there was no reportable action.

8A. MOTION was made by Davis, seconded and unanimously carried (Marsalli absent) that, there being no further business, the meeting was adjourned at 8:31 pm to Tuesday evening, March 18, 2014 at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

ATTEST: \_\_\_\_\_  
Secretary

APPROVE: \_\_\_\_\_  
Chairperson

Meeting Date: 3/25/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item #

MB-5/SA  
SA



**Date:** March 18, 2014

**To:** City Manager for Council Action  
Executive Director for Stadium Authority Action

**From:** City Attorney  
General Counsel

**Subject:** Approval of a Municipal Law Enforcement Services Agreement with the Santa Clara County Sheriff Regarding Special Law Enforcement Units and Per Diem Reserve Police Officers for Levi's Stadium Events

## **EXECUTIVE SUMMARY:**

This Agreement is a slightly different than the agreement you recently approved for Per Diem Reserve Officers from other neighboring cities. This Agreement with the Santa Clara County Sheriff seeks to do two things: (1) clarify the types of Sheriff special unit personnel and equipment that the City may seek to use on a regular basis for Levi's Stadium events (for example, helicopters, bomb unit and bomb unit canines) and (2) provide that Sheriff's Deputies may serve as Per Diem Reserve officers for the City, per the Sheriff's approval.

The portions of the Agreement that relate to potential per diem reserve officers from the Sheriff's Office are identical to the neighboring cities' agreements that you have already approved. The provisions that relate to special unit personnel and equipment permit the City to call for Sheriff special units within a specified time prior to events, to pay negotiated pay and equipment rates for those units, and to ensure that those units remain Sheriff's employees while providing law enforcement services. Mutual indemnification provisions are in place for potential incidents, injuries, and third party suits that may arise related to services provided by the Sheriff's special units.

A copy of the indemnity agreement has been placed in Council/Stadium Authority offices for review.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

The advantages of this Agreement are that the duties and responsibilities of the City and the Sheriff's Office are more clearly set forth in the event of disputes or third party lawsuits.

## **ECONOMIC/FISCAL IMPACT:**

Certain costs for the City and/or Stadium Authority, such as insurance premiums and worker's compensation benefits, will increase, but those will not impact the General Fund as they will be reimbursed as public safety cost per the Stadium Lease Agreement.

March 18, 2014

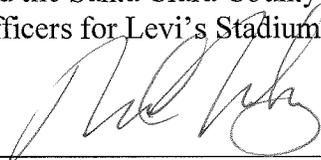
City Manager for Council Action/Executive Director for Stadium Authority Action

Subject: Approval of an Indemnity Agreement with the Santa Clara County Sheriff Regarding Special Law Enforcement Units and Per Diem Reserve Police Officers for Levi's Stadium Events

Page 2

**RECOMMENDATION:**

That the Council and Stadium Authority approve and authorize the City Manager/Executive Director to execute the Indemnity Agreement by and between the City of Santa Clara, Santa Clara Stadium Authority and the Santa Clara County Sheriff Regarding Special Law Enforcement Units and Per Diem Reserve Police Officers for Levi's Stadium Events.



Richard E. Nosky, Jr.  
City Attorney/General Counsel



Michael Sellers  
Police Chief

**APPROVED:**



Julio J. Fuentes  
City Manager/Executive Director

***Documents Related to this Report:***

***1. Indemnity Agreement***

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**  
**by and between the**  
**SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,**  
**and**  
**SANTA CLARA COUNTY SHERIFF'S OFFICE**

**PREAMBLE**

This agreement for the performance of municipal law enforcement services ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, ("Effective Date") by and between the Santa Clara County Sheriff's Office, 55 W. Younger Ave., San Jose, California 95110 ("Agency"), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). Authority, City and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

**RECITALS**

- A. Authority and City are desirous of contracting with Agency for the performance of the law enforcement functions described herein.
- B. Agency is agreeable to rendering such law enforcement services pursuant to the terms and conditions set forth in this Agreement.
- C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Authority and City seek additional law enforcement services, and Agency agrees to provide additional law enforcement services, for periodic events at the Santa Clara Stadium site.
- D. The Parties may use Agency employees in two different capacities, either as special detail officers working under their home Agency authority within the City of Santa Clara jurisdiction, or as Reserve Officers working directly for the City and Authority and not for their home Agency. This Agreement strives to encompass the duties of the Parties' in both capacities, so that two separate Agreements are not needed.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. SERVICES TO BE PROVIDED.**

- A. Agency agrees, as available, to provide supplemental special detail law enforcement services for events taking place at the Stadium site and surrounding areas during the term of this Agreement. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency, Authority and the Santa Clara Chief of Police prior to each event. The Parties shall establish and agree to the number of

hours necessary for the Agency employees to perform the requested services. City herein provides consent, pursuant to Penal Code section 830.1(a)(2), for any Agency peace officer providing services hereunder to exercise full peace officer authority within the City's jurisdiction.

- B. Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City of Santa Clara.
- C. For special detail officers, the request for services shall be a written request from the Santa Clara Police Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, tactical vehicles, equipment, fuel, and supplies necessary to provide the services to be rendered hereunder. The Authority and/or City acknowledges that additional equipment charges for special equipment such as helicopters, tactical vehicles, equipment, fuel, and supplies may be appropriate depending upon the services requested, and may be charged by Agency as above and beyond the authorized pay rate for personnel. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted via email to Agency specified contact.
- D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Police Department's units via the Santa Clara Police Department's designated dispatch frequency and/or any other law enforcement frequency for which the City of Santa Clara is licensed by the FCC.
- E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.
- F. In the event Agency personnel elects to work off duty as part-time Reserve Officers of Santa Clara ("double badging"), then the following provisions shall apply to those Reserve Officers:
  - i. Such officers will be Reserve Police Officers of Santa Clara in accordance with the Santa Clara Police Department Operations Manual, General Order 16.3 or any other applicable order. The Reserve Police Officers will be issued badges by the City of Santa Clara.

- ii. Santa Clara is authorized to and does hereby provide consent, pursuant to Penal Code section 830.1(a)(2), for any Agency peace officer providing services hereunder to exercise full peace officer authority within Santa Clara's jurisdiction.
- iii. Reserve Police Officers from Agency will be using their home Agency safety equipment including firearms, vests, and duty belts. Communication devices (radio) shall be provided by Santa Clara.
- iv. Subject to the terms and provisions of this Agreement, Agency shall allow its officers to serve as Santa Clara Reserve Officers for the purposes described in this Agreement when off-duty from their assignments with the Agency. Agency also authorizes them to use the Agency safety equipment described herein, subject to the terms and provisions of this Agreement.
- v. The Parties understand and agree that the officers' duties and assignments to Agency shall have priority over any assignments as a City of Santa Clara Reserve Officer, and that the Agency may recall the officer for duty to the Agency at any time, without prior notice to Santa Clara or the Authority. However, Agency will cooperate in good faith to avoid any scheduling conflicts.
- vi. The Parties further understand and agree that while serving as a Santa Clara Reserve officer, the officer will be under the supervision of the City of Santa Clara Police Department.
- vii. As to Reserve Officers, the following sections of this Agreement do not apply: 1.A. through E., 2.A. through E., 3.A. through B., 4.A. through D., 5.A. through C., and 9.A. through C.

## **2. ADMINISTRATION OF PERSONNEL.**

- A. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Chief of Police.
- B. The rendition of the services performed by Agency, the discipline of its officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.
- C. With regard to sections A. and B., if there remains a disagreement as to the minimum level of services or tactics for a particular event, the Parties agree that the Santa Clara Chief of Police shall have final and conclusive determination of levels of service or tactics provided by Agency's officers.

- D. All Authority and/or City employees who work in conjunction with Agency pursuant to this Agreement shall remain Authority and/or City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority or City employees, and have no claim or right to any Authority or City employment benefits or policies.
- E. Neither Authority or City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for said Authority and/or City. Except as herein otherwise specified, neither Authority or City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

**3. COMPENSATION AND PAYMENT.**

- A. The Authority shall pay Agency for the services it provides under the terms of this Agreement at the rates established by the Authority, as they may be amended from time to time. The rates listed below may be periodically adjusted by the Authority effective July 1 of each year to a mutually-agreed upon rate. In such case, the annual rate adjustment shall be attached to this Agreement as Exhibit A to reflect the change in rates each fiscal year. The Parties specifically agree that such adjustment and change in Exhibit A each year is a valid amendment to this Agreement, and that no formal Amendment form need be used for such annual rate adjustment. The Parties will separately execute Exhibit A each year, or whenever there is a change in Exhibit A rates.
- B. For and in consideration of Agency providing supplementary law enforcement services for the Authority and/or City under this Agreement, the Authority agrees to pay Agency for said services at the hourly rates as indicated in Exhibit A.

The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement, and as they may be amended from time to time.

**4. PAYMENT PROCEDURES.**

- A. On a monthly basis, Agency shall submit a summarized invoice which covers all services performed during said month, to the Authority and the Authority shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.
- B. If such payment is not delivered to Agency within thirty (30) days after the date of the invoice, Agency is entitled to recover interest thereon. Said interest shall

be at a rate of five percent (5%) per annum or any portion thereof, calculated from the date payment was due.

- C. For all disputed amounts, Authority shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue at the rate stated in subsection B, above, if payment is not received within thirty (30) days after the dispute resolution is memorialized.
- D. Agency is entitled to an administrative fee as outlined in Exhibit A per monthly/weekly invoice to reimburse it for invoice processing. Such fee shall be separately stated on each invoice in the event the rate reflected in Exhibit A does not include such administrative fee.

**5. CANCELLATION OF PERSONNEL.**

- A. The Authority shall not be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.
- B. The Authority agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment and the assigned Agency officer cannot be notified of such cancellation, Authority shall reimburse Agency a minimum of four (4) hours of compensation for each assigned officer pursuant to the rates identified herein.
- C. Agency agrees to make all reasonable efforts to notify its assigned officer(s) of the cancellation.

**6. TERM OF AGREEMENT.**

- A. The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2016, unless terminated sooner or extended in whole or in part as provided for herein.

**7. TERMINATION.**

- A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.
- B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.
- C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

**8. FAIR EMPLOYMENT.**

While in the performance of services under this Agreement, Agency and its employees and agents shall not discriminate against any other employee or agent because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**9. HOLD HARMLESS/INDEMNIFICATION.**

- A. For purposes of indemnification, each Party shall be responsible for the acts of its participating employee(s) and shall incur any liabilities arising out of the service and activities of those employees.
- B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.
- C. Pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, employees, and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work performed or authority delegated to such party under this Agreement. No party, nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, employees or agents, under or in connection with any work performed or authority delegated to such other parties under this Agreement.
- D. In the event that Agency's officers serve as Santa Clara Reserve Officers subject to Section 1.F. above, Agency shall not be responsible for any act or omission of its law enforcement officer(s) while serving as a City of Santa Clara Reserve Officer or the act or omission of law enforcement officers from other Agencies pursuant to this Agreement. To the extent permitted by law, Santa Clara and Authority agree to indemnify, protect, defend with counsel reasonably acceptable to Agency and hold harmless Agency, its Council/Board, officers, employees, volunteers and agents from and against any claim, action, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from, or alleged to arise from any negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the services by Agency, its employees, officers or agents or the use of Agency equipment under this Agreement, except

for any claim, injury, liability, loss, cost, and/or expense or damage directly and proximately caused by the sole and active negligence or willful misconduct of Agency.

The provisions of this subsection are intended to fully allocate all responsibility between the Parties for claims, demands, actions or suits brought by any third party concerning the services contemplated under this Reserve Officer arrangement. Neither Santa Clara nor the Authority shall have any rights in law or equity, or otherwise, to any indemnity or contribution from Agency for matters covered by this section.

This section does not apply to any workers' compensation liability that may arise if Agency's officer(s) are injured while working as a Santa Clara Reserve Officer. In the event of such an industrial injury, Santa Clara and/or Authority shall be liable and responsible for payment(s) they are statutorily obligated to pay, as agreed to by the Parties or as determined by a court or tribunal of competent jurisdiction.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.**

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

**11. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon either Party.

**12. SEVERABILITY AND WAIVER.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect. Agency agrees that waiver by Authority and/or City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**13. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to Authority addressed as follows:

Santa Clara Stadium Authority  
Attention: Executive Director  
1500 Warburton Ave.  
Santa Clara, CA 95050  
or by facsimile at (408) 241-6771

And to City as follows:  
City of Santa Clara  
Attn: Chief of Police  
601 El Camino Real  
Santa Clara, CA 95050  
or by facsimile at (408) 248-0276

And to Agency addressed as follows:  
Sheriff Laurie Smith  
55 W. Younger Ave.  
San Jose, CA 95110  
or by facsimile at (408) 283-0562

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**14. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara.

[Signatures on next page.]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**SANTA CLARA STADIUM AUTHORITY  
a Joint Powers Authority**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
Authority Counsel

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
Secretary

\_\_\_\_\_  
JULIO J. FUENTES  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“AUTHORITY”

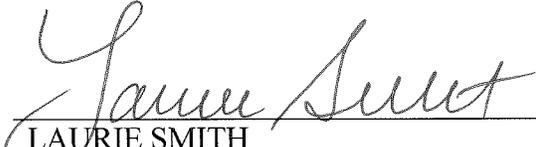
**SANTA CLARA COUNTY SHERIFF'S OFFICE**

APPROVED AS TO FORM:

\_\_\_\_\_  
By:  
Office of the County Counsel

ATTEST:

\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
LAURIE SMITH  
Sheriff  
55 W. Younger Ave.  
San Jose, CA 95110  
Telephone: (408) 808-4900  
Fax: (408) 283-0562

“AGENCY”

I:\49ers\STADIUM AUTHORITY\Law Enforcement Security Agreements\Municipal Law Enforcement Services Agreement (SCSO) 1-10-14.doc

## Exhibit A

The rates listed below are effective as of July 1, 2014.

### Helicopter Hourly Rate

Pilot	\$ 65.00
Observer	\$ 81.11
Hourly Use Rate	\$ 649.11
Administrative Overhead Costs	\$ 8.11
	<b>\$ 795.22</b>

### Bomb Team Hourly Rate Per Deputy

Bomb Deputy	\$ 80.09
Administrative Overhead Costs	\$ 35.01
	<b>\$ 115.10</b>

### Bomb Canine Hourly Rate Per Deputy

Handler	\$ 78.36
Administrative Overhead Costs	\$ 34.84
	<b>\$ 113.20</b>

### Off-Road Motorcycle Hourly Rate Per Deputy

Deputy Sheriff	\$ 78.36
Administrative Overhead Costs	\$ 11.68
	<b>\$ 90.04</b>

Municipal Law Enforcement Services Agreement/SCS  
Rev 2-14/14

Meeting Date: 3/25/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5B



**Date:** March 20, 2014

**To:** Executive Director for Stadium Authority Action

**From:** Economic Development Officer/Assistant City Manager

**Subject:** Adoption of Resolution Consenting to Agreements Between Forty Niners Stadium Management Company and San Francisco Parking, Inc. dba City Park, Landmark Event Staffing Services, Inc., Elite Show Services, Inc., and ABM Onsite Services – West, Inc. for Event Day Services at Levi's Stadium

## EXECUTIVE SUMMARY:

On March 28, 2012, the Stadium Authority entered into a Stadium Lease with Forty Niners SC Stadium Company (StadCo) providing, among other items, that the Authority and StadCo share responsibility for the operation of Levi's Stadium. StadCo is primarily responsible for a six month period between August 1 through January 31 and the Authority is primarily responsible for a six month period between February 1 and July 31.

The Authority and StadCo have entered into a Stadium Management Agreement with the Forty Niners Stadium Management Company (Stadium Manager) to, among other items, manage the Stadium on a year-round basis, schedule Stadium events and solicit and select of professional service vendors necessary for the operation of the Stadium and Stadium events.

In compliance with the Stadium Authority's procurement policies, the Stadium Manager has solicited proposals for parking operation, security and janitorial services. An RFP process was conducted for each service requiring vendors to submit proposals with information on their experience, training, local management, cost and organizational approach. Approval of the recommended action would provide the Stadium Manager with the requisite Authority consent to enter into the contracts for service which are discussed further below. Stadium Authority consent is required as the anticipated cost of each contract is in excess of \$250,000.

Each contract is for a term of three years and provides for an hourly pricing schedule on a per event basis. It is expected that the cost for these services will be borne either by the event promoter or by the revenue generated from the event. The projected costs of the contract are netted out of the projected revenues to be received from Non-NFL events in the Stadium Authority budget.

### ***City Park***

San Francisco Parking, Inc. dba City Park has been selected as the parking operator. City Park is a 60-year old company with more than 90 locations. Locally owned with offices in San Francisco and San Jose, City Park employs more than 850 parking professionals and is an industry leader in smart parking technologies. They have managed parking for a long list of hotels, retail and office projects and have also managed parking around Candlestick.

City Park was selected from a group of four parking vendors submitting proposals.

***Landmark and Elite***

Landmark and Elite have been selected to provide required event security services both inside and outside the Stadium. The two vendors were selected from a group of four firms submitting proposals. The selection of two vendors provides the Stadium with greater flexibility to deploy the most qualified and trained staff for any Stadium event.

Founded in 1995, Elite is a California based company which currently provides security services for the San Diego Chargers and Miami Dolphins. Elite has provided services for more than seven NFL Pro Bowl games.

Landmark is a Bay Area-based company with a track record serving venues such as Candlestick Park, Oakland Coliseum, Oracle Arena, New Orleans Superdome and Stanford University. Landmark currently provides staffing and management operations for the Super Bowl.

***ABM Onsite Services***

ABM has been selected to provide event related janitorial services for the Stadium including pre-event and post-event services for the concourse, stadium seating, suites and exterior areas. Founded in San Francisco in 1909, ABM has grown into a Fortune 1000 company. As a national company with more than 100,000 employees, ABM currently employs more than 1,200 people in Santa Clara County. Twelve companies attended the pre-proposal conference and four proposals were received by the required deadline.

Copies of the proposed Agreements have been placed in the Council Offices for review.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Security, janitorial and parking services are critical to the opening and ongoing operation of the Stadium. With four months left prior to the August 2, 2014 opening Stadium event, contracting for these services is time sensitive to allow for the procurement of necessary equipment and adequate training of staff.

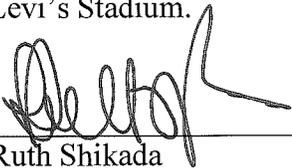
**ECONOMIC/FISCAL IMPACT:**

The contracts between ManagementCo and the vendors are based on an hourly schedule on a per event basis for both StadCo for NFL events and Stadium Authority non-NFL events. StadCo will be responsible to ManagementCo for costs associated with NFL events. It is expected that the cost for non-NFL event services will be borne either by the event promoter or by the revenue generated from the event. The projected net revenues from the non-NFL events at the Stadium are accounted for in the proposed Stadium Authority budget and were determined taking into account the costs of the contracted services.

Executive Director for Stadium Authority for Action  
Subject: Consent to Professional Services Agreements for Operations at Levis Stadium  
March 21, 2014  
Page 3

**RECOMMENDATION:**

That the Authority adopt a Resolution consenting to Professional Services Agreements between Forty Niners Stadium Management Company and San Francisco Parking, Inc. dba City Park, Landmark Event Staffing Services, Inc., Elite Show Services, Inc., and ABM Onsite Services – West, Inc. for Event Day Services at Levi's Stadium.



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Ruth Shikada  
Economic Development Officer/  
Assistant City Manager

APPROVED:



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Julio J. Fuentes  
Executive Director for  
Stadium Authority

***Documents Related to this Report:***

- 1) *Resolution*
- 2) *Professional Services Agreement with San Francisco Parking, Inc. dba City Park*
- 3) *Professional Services Agreement with Landmark Event Staffing Services, Inc.*
- 4) *Professional Services Agreement with Elite Show Services, Inc.*
- 5) *Professional Services Agreement with ABM Onsite Services - West, Inc.*

**RESOLUTION NO. \_\_\_\_\_ (STADIUM AUTHORITY)**

**A RESOLUTION OF THE SANTA CLARA STADIUM AUTHORITY CONSENTING TO AGREEMENTS BETWEEN FORTY NINERS STADIUM MANAGEMENT COMPANY AND SAN FRANCISCO PARKING, INC. DBA CITY PARK; LANDMARK EVENT STAFFING SERVICES, INC.; ELITE SHOW SERVICES, INC.; AND ABM ONSITE SERVICES – WEST, INC.**

**BE IT RESOLVED BY THE SANTA CLARA STADIUM AUTHORITY AS FOLLOWS:**

**WHEREAS**, the Santa Clara Stadium Authority ("Authority"), a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*, is engaged in various activities designed to lead to the development and operation of a 68,500 seat stadium suitable for professional football ("Stadium Project") on a property located at Tasman and Centennial Drive ("Stadium Site"); and

**WHEREAS**, the Authority, Forty Niners SC Stadium Company, LLC, a Delaware limited liability company ("StadCo"), and Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager"), are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated as of November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated as of May 9, 2013, and that certain Third Amendment to Stadium Management Agreement dated as of June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated as of March 18, 2014 (as the same may be, further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement; and,

**WHEREAS**, the Stadium Management Agreement provides the Stadium Manager with the responsibility to solicit and select the professional service vendors for Stadium operations and

authorizes Stadium Manager to enter into professional services agreements in compliance with the Stadium Authority's procurement policies; and,

**WHEREAS**, the Stadium Manager has selected professional service vendors for security, parking and janitorial services in conformance with the Stadium Authority's Procurement Policy and desires to enter into Professional Services Agreements on behalf of StadCo and Stadium Authority for those services; and,

**WHEREAS**, the Stadium Manager has selected San Francisco Parking Inc. (dba City Park) to provide pre-opening parking consulting and event-related parking services on onsite and off-site Stadium parking lots; and,

**WHEREAS**, the Stadium Manager has selected Landmark Event Services, Inc. and Elite Show Services, Inc. to provide security services for Stadium events; and,

**WHEREAS**, the Stadium Manager has selected ABM Onsite Services – West, Inc. to provide event related janitorial services; and,

**WHEREAS**, the Authority has determined that the Professional Services Contracts with San Francisco Park Inc., Landmark Event Services, Elite show Services, Inc. and ABM Onsite Services are in the best interest of the Stadium Authority and desires the Stadium Manager to enter into these event-related services contracts; and,

**WHEREAS**, the Staff Report provides additional information upon which the findings and actions set forth in this Resolution are based.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE SANTA CLARA STADIUM AUTHORITY AS FOLLOWS:**

1. That the Board of the Authority hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. The Board of the Authority hereby consents to the Stadium Manager entering into Professional Services Agreements with San Francisco Parking, Inc. dba City Park; Landmark Event Staffing Services, Inc.; Elite Show Services, Inc.; and ABM Onsite Services - West, Inc. on behalf of the Authority, substantially in the form on file with the Authority Secretary, with such revisions as are reasonably determined necessary by the Executive Director, such determination to be conclusively deemed to have been made by the execution of such agreement by the Authority signatory.

3. The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Authority's obligations pursuant to this Resolution.

4. The Authority Secretary shall certify to the adoption of this Resolution.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. Effective date. This resolution shall become effective immediately.

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I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE SANTA CLARA STADIUM AUTHORITY, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2014, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAINED: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
SECRETARY OF THE STADIUM AUTHORITY  
SANTA CLARA STADIUM AUTHORITY

Attachments incorporated by reference:

1. Professional Services Agreement with San Francisco Parking, Inc. dba City Park
2. Professional Services Agreement with Landmark Event Staffing Services, Inc.
3. Professional Services Agreement with Elite Show Services, Inc.
4. Professional Services Agreement with ABM Onsite Services - West, Inc.

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**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**PREAMBLE**

This Agreement for the Performance of Services (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (“Effective Date”) by and between San Francisco Parking, Inc. (d.b.a. City Park), a California corporation, with its principal place of business located at \_\_\_\_\_ (“Contractor”), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company (“Stadium Manager”), with its principal place of business located at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. The CITY OF SANTA CLARA, a municipal corporation (“City”) and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the “Authority”), are parties to that certain Ground Lease dated as of March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the “Ground Lease”), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a new multi-purpose stadium (the “Stadium”).
- B. The Authority and FORTY NINERS SC STADIUM COMPANY, LLC, a Delaware limited liability company (“StadCo”), are parties to that certain Amended and Restated Stadium Lease Agreement dated as of March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the “Stadium Lease”), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.
- C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company (“Team”) are parties to a certain Sublease Agreement dated as of March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the “Team Sublease”), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.
- D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First

Amendment to Stadium Management Agreement dated as of November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated as of May 9, 2013, and that certain Third Amendment to Stadium Management Agreement dated as of June 19, 2013 (as the same may be, further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

- E. Pursuant to the Stadium Management Agreement, the Stadium Manager has the primary right and responsibility to solicit and select the Stadium Parking Operator (as defined in the Stadium Lease); and to negotiate, enter into the administer, on behalf of the Stadium Authority and StadCo, the Stadium Parking Management Agreement (as defined in the Stadium Lease), and, accordingly, desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services" (the "Services").
- F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide the Services of the quality and type which meet objectives and requirements of Stadium Manager.
- G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services; and, accordingly, the Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor shall have the right to provide, and Contractor agrees to provide, the Services, subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

The Parties agree as follows:

## **AGREEMENT PROVISIONS**

### **1. EMPLOYMENT OF CONTRACTOR.**

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

### **2. SERVICES TO BE PROVIDED.**

- A. Except as and to the extent expressly set forth in this Agreement, Contractor shall furnish all Services necessary to satisfactorily complete the work required by Stadium Manager at Contractor's own risk and expense. The Recitals above and all of the exhibits referenced in this Agreement are attached and are incorporated by this reference.
- B. At its option, Stadium Manager may provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office

and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

- C. Except as expressly provided in Section 10 below, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 7.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.
- D. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.
- E. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees and the Management Team (as defined in Section 10.D below), to cooperate and assist Stadium Manager in providing the Services.
- F. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

**3. COMMENCEMENT OF SERVICES.**

Contractor shall begin providing the Services upon receipt of written Notice to Proceed from Stadium Manager. Notice to Proceed shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

**4. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.**

- A. Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.
  
- B. The plans, designs, specifications, estimates, calculations, reports, and other documents furnished under Exhibit A shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such work shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the drawings shall be that used by Stadium Manager for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement and terminate on March 31, 2017, provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. The Stadium Manager shall have the option, in its sole discretion, to extend the Term for       N/A       ( ) additional       N/A       ( ) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option(s) not more than one hundred twenty (120) days prior to the expiration of the then-current Term.

**6. WARRANTY.**

Contractor expressly warrants that all Services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager

may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

## 7. PERFORMANCE OF SERVICES.

- A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.
- B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.*, offsite parking areas) for the performance of all of Contractor's obligations under this Agreement. Contractor shall cause the members of the Management Team to attend meetings to be scheduled by Stadium Manager at the Stadium from time to time during the Term to review the performance of the Services and to implement Stadium Manager's reasonable recommendations and directives for improving such performance.
- C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or

qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

- D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.
- E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.
- F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall

separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

- G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 22.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

## **8. MONITORING OF SERVICES.**

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in

accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

**9. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

**10. RESPONSIBILITY OF CONTRACTOR.**

- A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.
- B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.
- C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.
- D. Personnel.
  - i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees

continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.*, a Club Area or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

- ii. Contractor shall employ the Management Team, identified in clause (v) of this Section 10.D below, on a full-time, year round basis. Contractor shall cause the members of the Management Team to be at the Stadium during all Events that Stadium Manager requires the Management Team to attend and during reasonable business hours. All changes in the Management Team shall require the prior written approval of Stadium Manager. Contractor shall, within fifteen (15) business days of the removal of a Management Team member, provide Stadium Manager with the resumes of not fewer than three (3) suitable candidates to replace the removed employee. The Management Team shall, on and following the Effective Date and during the Term, be exclusively responsible for the provision of services under this Agreement and shall hold no job-related responsibilities relating to any other venue or site without Stadium Manager's prior written approval.

- iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the "Employee Training Programs"). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.
- iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.
- v. The individuals, and such other individuals as the Stadium Manager may approve, are the "Management Team" for purposes of this Agreement are listed on Exhibit G, entitled "Management Team."

## **11. COMPENSATION AND PAYMENT.**

- A. In consideration for Contractor's complete performance of the Services, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor the amount(s) set forth in Exhibit B, entitled "CONTRACTOR COMPENSATION AND FEES."
- B. Contractor will bill Stadium Manager on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by Stadium Manager. Except as otherwise expressly provided in Exhibit B, Stadium Manager will pay Contractor within forty-five (45) days of Stadium Manager's receipt of invoice.

## 12. TERMINATION OF AGREEMENT.

- A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if:
- (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.*, offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager;
  - (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues un-remedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days);
  - (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;
  - (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 133;
  - (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 7.D; or
  - (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing;
  - (vii) Contractor fails to remit, for a period of fifteen (15) days after receipt of written notice of demand therefor, any sums due and owing to Stadium Manager under this Agreement; or
  - (viii) an audit of amounts due to Stadium Manager under Section \_\_\_ discloses an underpayment of more than five percent (5.0%) of the amount due. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section 11.A shall be "for cause."
- B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with Section 7.D and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in

good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

- C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

### **13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

- A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.
- B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "transfer") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "Manager Assignee"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

- C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

**16. NO PLEDGING OF STADIUM MANAGER'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to

the California Public Records Act. Information disclosed to the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act.

**18. USE OF STADIUM MANAGER NAME OR EMBLEM.**

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.**

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

**21. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

## 22. **HOLD HARMLESS/INDEMNIFICATION.**

- A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (“**Indemnified Parties**”) from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys’ fees (collectively, “**Losses**”), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.
- B. If any claim, demand, action or proceeding is made or commenced by any third party (a “**Third Party Claims**”) against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor’s expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

## 23. **INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

## 24. **AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**25. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

**26. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**27. WAIVER.**

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**28. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Levi's Stadium Manager  
Attention: Jim Mercurio  
Address: 4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054

And to Contractor addressed as follows:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**29. CAPTIONS.**

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**30. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**31. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

**32. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**33. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or City officer, employee, or authorized representative has any financial interest in the business of Contractor and that

no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

**34. SUPPLEMENTAL PROVISIONS**

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

*[Signatures continued on next page]*

IN WITNESS WHEREOF, the Parties have caused this agreement for the performance of services to be executed by their duly appointed representatives as of the date first above written.

**STADIUM MANAGER:**

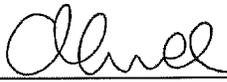
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC,**  
a Delaware limited liability company

By:   
Name: Cipoka Herman  
Title: Chief Financial Officer

4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054  
Telephone: (408) 562-4949  
Fax Number: (408) 727-4937

**CONTRACTOR:**

**SAN FRANCISCO PARKING, INC.**  
A California corporation

By:   
(Signature of Person executing the Agreement on behalf of Contractor)

Name: CHRIS LEONARDAKIS

Title: GENERAL MANAGER

Local Address: 325 5th STREET

SAN FRANCISCO, CA 94107

Telephone: (415) 495-3909

Fax: (415) 495-8408

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**ADDENDUM ONE**

**DEFINITIONS**

The following terms shall have the meanings set forth below:

**Affiliate:** shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, “control” when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

**Additional Indemnitees:** shall mean the Authority’s Affiliates (including without limitation, the Authority’s Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (*i.e.*, an additional NFL franchise that plays its “home” games at the Stadium) (and their respective Affiliates), Manager’s Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager’s interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

**Default Rate:** shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law, with adjustments in that varying rate to be made on the same date as any change in that rate.

**Fiscal Year:** shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

**Hazardous Substance:** shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous

wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants,” “infectious wastes,” “pollutants” or words of similar import under any environmental law; and (c) any other chemical or other material or substance, exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

**Person:** shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

**Related Facilities:** shall mean all areas the Stadium Manager shall designate, from time to time, for use in parking cars, including, but not limited to, off-site parking lots and structures.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the Stadium Manager by Contractor under this Agreement are as follows:

1. Parking Services. For each event at the Stadium, Contractor shall provide the number of personnel that Stadium Manager requests for each of the following roles. The parties shall meet and confer as to appropriate staffing levels for each event at least one (1) week prior to such event, provided that Stadium Manager shall have the sole discretion to determine appropriate staffing numbers for each role at each event.
  - a. General Manager. The General Manager shall oversee the Services on behalf of the Contractor and shall consult with Stadium Manager regarding parking operational plans, deployments, post-orders and other.
  - b. Area Managers. Area Managers shall be responsible for the successful operation of multiple lots and shall work with Lot Managers to ensure things in their assigned area are going smoothly and efficiently.
  - c. Lot Managers. Lot Managers shall each manage a specific lot and shall make sure the supervisors, cashiers, and flaggers are in all in the correct places and correctly executing their roles to make sure the operation is working as smoothly as possible. The Lot Manager shall ensure that the lot is maintained at the highest standard at all times.
  - d. Supervisors. Supervisors shall supervise flaggers and, in the case of lots that have multiple gates and multiple entry lanes, cashiers; shall identify and resolve issues; shall collect cash from the cashiers for remittance to Lot Manager, and shall cooperate security and janitorial staff to ensure a cohesive operation.
  - e. Cashiers. Cashiers shall handle cash or passes at the parking gates; shall provide receipts, as appropriate; and shall efficiently process cars through the gates, including redirecting cars to correct lots.

- f. Flaggers. Flaggers shall flag cars into specific stalls and shall be responsible for making sure that all lots are parked quickly and efficiently.
  - g. Administrative Staff. Administrative staff shall manage staff and be responsible for cash and making sure parking systems are functioning.
  - h. Valet Staff. Valet staff shall greet VIP's, drive VIP cars to a predetermined location, and return such cars for egress. Valet staff shall be skilled in driving all types of vehicles (sports cars, large trucks, automatic or manual transmission) and shall be available on a daily basis, not solely on an event basis.
2. Trainings. In addition to the above-listed role-specific trainings, Contractor shall pay one-half of the cost (as determined by Stadium Manager) for all personnel to be certified in the following trainings:
- a. NFL Best Practices.
  - b. 49ers Services Training.
3. Equipment. Contractor will work with Stadium Manager to purchase all specific equipment needed to run Levi's Stadium Parking Operations at the most competitive prices.
4. Radios. Contractor shall rent radios from Stadium Manager at a cost of \$20.00 per radio and shall follow Stadium Manager's instructions regarding radio frequencies.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**EXHIBIT A-1**

**PRE-OPENING SERVICES**

In addition, during the period from the Effective Date through the Commencement Date of the Stadium (the “**Pre-Opening Period**”), in order to facilitate a proper and orderly opening of the Stadium, Contractor shall perform the services described on Exhibit A-1 attached hereto (collectively, the “**Pre-Opening Services**”).

1. Active Consultation. Contractor shall, as requested by Stadium Manager, actively participate and consult with Stadium Manager with respect to the creation and implementation of standards, policies, and procedures relating to the services that will be provided by Contractor under this Agreement. When necessary, and to the extent requested by Stadium Manager, Contractor shall consult with public agencies and other organizations. Contractor shall attend all Stadium development, interface and coordination meetings which may be required by the City or other governmental entities and their departments to review matters related to the Stadium, promote the mutual understanding of the work in progress, and expedite the completion of the work.

2. Operating Standard. Contractor shall: (i) take all pre-opening actions reasonably necessary to cause the Stadium to be opened (A) in accordance with such standards, policies, and programs as Stadium Manager may, in its sole discretion, choose to implement, including standards and policies applicable to all phases of operation and programs such as accounting programs and methods and quality improvement programs; and (B) as a first-class, state of the art stadium which is at least comparable, in the sole discretion of Stadium Manager, to three (3) existing multi-purpose stadiums which host NFL games chosen by the Stadium Manager; and (ii) comply with all Stadium Policies.

3. Personnel. Contractor shall perform the following responsibilities to allow Contractor to satisfy its obligations hereunder:

(a) identify and engage a Pre-Opening Management Team (as defined below) and such other personnel as are necessary or advisable for the proper staffing of the Services in accordance with the terms and conditions of this Agreement (the initial “Pre-Opening Management Team” is identified in Section 7 below);

(b) obtain the prior, written consent of Stadium Manager for any and all changes in the Pre-Opening Management Team; and, within fifteen (15) business days of the

removal of a Pre-Opening Management Team member, provide Stadium Manager with the resume of a qualified, proposed replacement, the appointment of which Stadium Manager may in its sole discretion, reject; and

(c) if requested by Stadium Manager, arrange for other personnel with stadium experience to assist with the opening of the Stadium.

4. Licenses and Permits. As and to the extent necessary to perform all Services under the Agreement and as otherwise requested by Stadium Manager, Contractor shall apply for and procure prior to the Commencement Date all licenses and permits required for providing the Services.

5. Computer Services. To the extent that any computer services are required to provide the Services under this Agreement, then, to the extent such services need to be implemented, installed and/or tested during the Pre-Opening Period to accommodate the timely and orderly opening of the Stadium on the Commencement Date, Contractor will, as and to the extent requested by Stadium Manager, provide such services not less than sixty (60) days prior to the close of the Pre-Opening Period.

6. Pre-Opening Expenses. Contractor shall be responsible for all of its pre-opening expenses and all other costs and expenses necessary and advisable to fulfill its obligations under this Agreement prior to the Commencement Date.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**EXHIBIT B**

**CONTRACTOR COMPENSATION AND FEES**

Management Fees [Per event per lot]:

Tier 1	18,000 spaces and above	\$13,000
Tier 2	17,999 to 15,000 spaces	\$9000
Tier 3	14,999 to 11,000 spaces	\$7500
Tier 4	10,999 to 8,000 spaces	\$3500
Tier 5	7,999 and below	\$2,500

Compensation and fees shall be billed at the following rates:

General Manager	\$61.87/hour	
Area Manager	\$49.49/hour	
Lot Manager	\$30.93/hour	\$46.40/OT
Supervisor	\$30.93/hour	\$46.40/OT
Cashier	\$17.32/hour	\$25.98/OT
Flagger	\$14.85/hour	\$22.27/OT
Administrative Staff	\$30.93/hour	
Valet Staff	\$17.32/hour	\$25.98/OT

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Garage liability with limits of One Million Dollars (\$1,000,000). Note, this coverage may be provided under Contractor's general liability policy or automobile liability policy.
4. Garage keeper's legal liability insurance in the amount of Three Hundred Thousand (\$300,000) per vehicle and a maximum per incident of Five Million Dollars (\$5,000,000).
5. Workers compensation insurance, as required by applicable law.
6. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
7. Employment practices liability with limits of Three Million Dollars (\$3,000,000) including third party coverage.
8. Crime insurance including employee dishonesty covering all of Contractor's agents, contractors, managers and other employees in the amount of Five Hundred Thousand Dollars (\$500,000).
9. Cyber liability insurance with limits of Five Million Dollars (\$5,000,000) including coverage for the breach of information or data belonging to the client or the client's employees, patrons, associates or contractors, or other proprietary information or data that is of a private nature to the client or deemed so by a governmental agency. Coverage for the cost to correct, release from hostage any data or network housing information

relevant to the client or the loss of income resulting from the unauthorized access or tampering of client or vendor's database or network that results in financial damages or business interruption to the client.

10. Umbrella or excess liability insurance in the amount of Ten Million Dollars (\$10,000,000) providing excess coverage over general liability, auto liability, garage liability and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Any deductibles or self-insured retention amounts must be disclosed to the Stadium Manager. Contractor agrees to indemnify Stadium Manager for any loss it may incur as a result of the deductible or self-insured retention.

At Stadium Manager's request from time to time (and in any event not less than 15 (fifteen) days prior to the expiration dates of any expiring policies or bonds furnished by Contractor), Contractor shall furnish to Stadium Manager certified copies or duplicate originals of all policies of insurance and bonds then maintained by Stadium Manager hereunder, or a certificate supplied by each such insurer and surety showing that the insurance and bonds required hereunder are in full force and effect and showing the limits thereof and that all such policies and bonds contain the provisions and endorsements required hereunder.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only (except employer's liability), a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK  
EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH STADIUM MANAGER**

**Termination of Agreement for Certain Acts.**

- A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Applicable Law;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
  2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:

1. Stadium Manager determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or
2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I, CHRIS LEONOUKAS, being first duly sworn, depose and state I am General Manager of San Francisco Parking, Inc. and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**SAN FRANCISCO PARKING, INC.**

a California corporation

By: \_\_\_\_\_

Signature of Authorized Person or Representative

Name: \_\_\_\_\_

CHRIS LEONOUKAS

Title: \_\_\_\_\_

GENERAL MANAGER

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

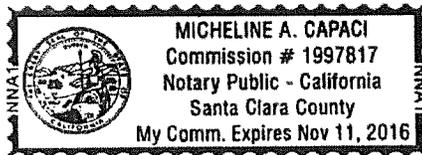
State of California

County of Santa Clara }

On 3-21-2014 before me, Micheline A. Capaci, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Chris Leonoudakis  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Micheline A. Capaci  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**EXHIBIT F**

**SUPPLEMENTAL PROVISIONS**

1. Payments; Reports.

1.1 Payments.

(a) Not later than the fifteenth (15th) day after the end of each month, Contractor shall (i) pay Manager (or its designee(s)) by wire transfer of immediately available funds, to the account(s) designated to Contractor in writing by Stadium Manager, an amount equal to the Gross Receipts, less the following: (x) the Parking Tax, which Contractor shall remit to the City of Santa Clara before delinquency in accordance with Applicable Laws,] (y) the applicable Parking Management Fee, and (z) the direct costs incurred by Contractor in performing the Services (“Direct Costs”), an estimate and representative listing of which are set forth on **Exhibit F-1** attached hereto; and (ii) contemporaneously deliver to Stadium Manager the accounting reports described in Section \_\_\_\_\_ below. Any material increase in the Direct Operating Costs from the estimate set forth on **Exhibit F-1** shall be pre-approved by Stadium Manager before Contractor commits to any such expenditure. As used herein, “**Gross Receipts**” means, for any applicable month, the total amounts received or charged by Contractor or any agent or employee of Contractor from the operation of the Parking Facilities during such month; and “**Direct Operating Costs**” means the labor and other direct costs incurred by Contractor in performing the Services in accordance with the terms of this Agreement, as reported by Contractor to Stadium Manager on a monthly basis in substantially the form attached hereto as **Exhibit F-1** (as the same may be modified from time to time by mutual agreement).

(b) If Stadium Manager does not receive any payment when due, it shall have the right, in addition to its other rights and remedies as a result of non-payment, to assess a late payment charge equal to the amount of such payment multiplied by the Default Rate for the period from and including the due date through the payment date.

1.2 Collection Responsibility.

(a) Contractor shall have sole responsibility for the collection of all revenues and charges resulting from the Services provided at Events, including, without limitation, all Gross Receipts and all parking and/or use taxes attributable

thereto, for the timely payment of all such taxes to the appropriate Governmental Authorities. All collection methods and procedures shall be consistent with such standards as may be established (and modified) from time to time by the Stadium Manager.

(b) Stadium Manager and Contractor shall periodically consult with each other about technology changes and technology-based upgrades and replacements to payment procedures for purposes of enhancing customer service and improving financial results. Contractor must accept cash, all major credit cards and loyalty cards, as well as such other methods of payment that are then commonly accepted or any other methods instituted by the Stadium Manager, for the payment of parking fees.

### 1.3 Records; Accounting; Audits.

(a) Contractor will keep at the Stadium true and complete accounting books and records prepared in accordance with GAAP of all business and transactions conducted under this Agreement, for all periods included within the Term. Such records shall include, without limitation, the daily receipts, the daily bank deposits, the daily sales and business done by Contractor, the point of sale and staffing reports, and details of and documentary support for all amounts deducted in calculating Gross Receipts or included in calculating Direct Operating Costs, and shall preserve and make available for audit and examination by Stadium Manager all records relating to Gross Receipts and Direct Operating Costs. All sales and accounting records and management reports shall be prepared and kept in mutually agreeable paper and electronic format directed by Stadium Manager. Such records will be maintained at the Stadium for a period of three (3) years after the Fiscal Year to which they relate or such longer period as may be required to enable Stadium Manager and Contractor to comply with Applicable Laws.

(b) Contractor shall maintain such accounting records on a fiscal year basis consistent with the definition of "Fiscal Year" in this Agreement.

(c) Contractor shall submit to Stadium Manager, within sixty (60) days after the end of each Fiscal Year, a report in mutually agreeable paper and electronic formats showing in reasonable detail all Gross Receipts and all Direct Operating Costs, and any and all expenditures or other amounts.

(d) The Authority, StadCo and Stadium Manager shall have the right from time to time to audit Contractor's books and records related in any way to Gross Receipts, Direct Operating Costs and any other amounts payable by or to Stadium Manager under this Agreement. Such audit shall be conducted by the Authority, StadCo or Stadium Manager with its internal staff or outside auditors. If a deficiency or deficiencies in payments is detected for any period, pursuant to such audit or otherwise, Contractor shall pay to Stadium Manager the amount of any payment deficiency, with interest thereon at the Default Rate from the date

the monies were originally due until the date paid, within twenty (20) days following receipt of notice thereof from Stadium Manager. If such payment deficiency is in excess of one percent (1.0%) of the aggregate amount reported, Stadium Manager shall have the right, in its sole discretion and without limiting any of its other rights hereunder, to terminate this Agreement and the cost of the audit shall be immediately due and payable by Contractor.

(e) In addition to its other information obligations under this Agreement, Contractor must submit the following information to Stadium Manager, each in mutually agreeable paper and electronic formats and to the persons directed by Stadium Manager:

(i) A flash report, in form reasonably approved by Stadium Manager, of Gross Receipts by 12 p.m. (California time) on the day following each Event.

(ii) A summary of each Event, and daily sales and staffing reports and a copy of deposit slips of Gross Receipts for each Event, within 48 hours following completion of the Event.

(iii) A summary showing Gross Receipts (by Parking Facility and by Event), Parking Taxes, and Direct Operating Costs (by category), on or before the 15th day after the end of each month. The Authority, StadCo and Stadium Manager shall have the right to audit Contractor's tax records with auditors selected by them, provided such audit is performed within thirty-six (36) months following receipt of such information.

(iv) Such other daily, monthly, annual or other periodic budgets, reports or summaries as Stadium Manager may reasonably request.

(f) Contractor shall at all times on and following the Effective Date and throughout the Term (i) utilize hardware and software approved by Stadium Manager as compatible with Stadium Manager's systems and technology and fully importable into Stadium Manager's software formats, and accounting software approved by Stadium Manager as compatible with Stadium Manager systems and technology in preparing and maintaining records relating to parking charges, and for all accounting functions relating or incidental to the Services to the extent that reporting is electronic; (ii) provide Stadium Manager with real-time computer access to all parking fee transactions with respect to Events, if the Stadium Manager provides devices for use by Contractor which have such capability; and (iii) implement such systems and technology as are deemed necessary by Stadium Manager to afford the acceptance of any payment system reasonably directed towards providing a more efficient and expedient transactional experience, whether in existence at the Effective Date or thereafter developed, including, but not limited to payment via mobile device.

(g) Contractor shall maintain a separate depository bank account in a Stadium Manager-approved bank for all parking fee deposits, all credit or debit card transactions and all transactions made through other means of payment.

(h) All obligations of Contractor under this Section 1 regarding payments and reporting shall survive the expiration or termination of this Agreement with respect to periods prior to such expiration or termination.

(i) Notwithstanding anything in this Agreement to the contrary, unless otherwise expressly agreed to in advance in writing by Stadium Manager, Contractor shall make no use or disclosure of any customer data, including personally identifiable information, histories and preferences generated in connection with the provision of the Services (collectively, "Customer Information"), other than as directed by Stadium Manager in connection with the performance of Contractor's obligations under this Agreement. As used herein, "personally identifiable information" shall mean any information, as regulated by the standard on credit transactions set forth in the then applicable requirements of the PCI Security Standards Council, regarding or that identifies (or that could be used to identify) any individual, including, for example and without limitation, any individual customer name, postal address, email address, age, credit, debit or other payment card information, social security numbers and any other information or combination of information that would make the identity of the individual easily traceable or that would allow for contact of that individual. Contractor shall store and process the Customer Information in conformance with any commercially reasonable policies, procedures and instructions or direction provided by Stadium Manager from time to time. As between the parties, all Customer Information shall be owned solely and exclusively by Stadium Manager (on behalf of the Authority, StadCo, their tenants and any Event promoter) and shall be deemed proprietary to, and the confidential information of, Stadium Manager, the Authority, its tenants or Event promoters, as the case may be.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK  
EXHIBIT F-1  
EXAMPLE**

Typical Game Day  
Reimbursable Expense Report Summary  
EXHIBIT F-1

Attachment \_\_\_\_\_

	STAFF	EXHIBIT A										TOTAL						
		ADMIN	LOT A	LOT B	LOT C	LOT D	LOT E	LOT F	LOT G	LOT H	LOT I		LOT J	LOT K	LOT L	LOT M	LOT N	LOT O
<b>PAYROLL EXPENSES</b>																		
Lot Managers	4 @ 49.49	\$ 2,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,178
Coordinators	1 @ 61.87	\$ 619	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 619
Gate Supervisors	20 @ 30.99	\$ 620	\$ 483	\$ -	\$ -	\$ -	\$ -	\$ 217	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,103
Cashiers	.49 @ 17.32	\$ 8.5	\$ 364	\$ 121	\$ 121	\$ 104	\$ 121	\$ 242	\$ 242	\$ 121	\$ 121	\$ 121	\$ 121	\$ 242	\$ 970	\$ 970	\$ -	\$ 5,923
Directors/Flaggers	96 @ 14.85	\$ 1,426	\$ 728	\$ 104	\$ 208	\$ 178	\$ 208	\$ 312	\$ 312	\$ 104	\$ 208	\$ 208	\$ 416	\$ 1,871	\$ 2,079	\$ -	\$ -	\$ 9,950
Administrative Staff	2 @ 30.99	\$ 620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620
<b>TOTAL</b>		\$ 3,477	\$ 4,305	\$ 1,524	\$ 329	\$ 282	\$ 329	\$ 771	\$ 771	\$ 225	\$ 329	\$ 329	\$ 654	\$ 3,707	\$ 4,348	\$ -	\$ -	\$ 23,680
<b>OPERATING EXPENSES</b>																		
Recurring Mobile app Cost		\$ 720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720
Loomis/Cash Counting/Delivery		\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Golf Carts		\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800
Employee Shuttle (As Directed)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Truck (As Directed)		\$ 3,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,450
*Utilities/Internet Fees		\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50
Receipt Paper		\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50
Parking Tickets (As Needed)		\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100
Line Stripping Equipment		\$ 112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112
Gas		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water (Cases)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ice (Bags)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uniform Cleaning Costs (Per 49ers)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance (As Directed)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tech Equipment (Per Year)		\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000
<b>TOTAL</b>		\$ 91,432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,432
<b>OPERATING EXPENSE</b>																		
MANAGEMENT FEES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MANAGEMENT FEE		\$ 1,841	\$ 663	\$ 110	\$ 173	\$ 184	\$ 217	\$ 279	\$ 279	\$ 147	\$ 201	\$ 201	\$ 368	\$ 1,657	\$ 1,841	\$ -	\$ -	\$ 9,000
ACCOUNTING FEE		\$ 409	\$ 147	\$ 25	\$ 38	\$ 41	\$ 48	\$ 62	\$ 62	\$ 33	\$ 45	\$ 45	\$ 82	\$ 368	\$ 409	\$ -	\$ -	\$ 2,000
SUPERVISORY FEE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DATA PROCESSING FEE		\$ 409	\$ 147	\$ 25	\$ 38	\$ 41	\$ 48	\$ 62	\$ 62	\$ 33	\$ 45	\$ 45	\$ 82	\$ 368	\$ 409	\$ -	\$ -	\$ 2,000
INSURANCE		\$ 614	\$ 221	\$ 37	\$ 58	\$ 61	\$ 72	\$ 93	\$ 93	\$ 49	\$ 67	\$ 67	\$ 123	\$ 552	\$ 614	\$ -	\$ -	\$ 3,000
<b>TOTAL FEES</b>		\$ 3,273	\$ 1,178	\$ 196	\$ 308	\$ 327	\$ 386	\$ 496	\$ 496	\$ 262	\$ 358	\$ 358	\$ 655	\$ 2,946	\$ 3,273	\$ -	\$ -	\$ 16,000
<b>TOTAL EXPENSES</b>		\$ 94,909	\$ 7,578	\$ 422	\$ 637	\$ 609	\$ 715	\$ 1,267	\$ 1,311	\$ 487	\$ 687	\$ 687	\$ 1,529	\$ 6,653	\$ 7,621	\$ -	\$ -	\$ 131,112

NOTES  
 1. The insurance fee that has been provided is based on our existing specification at Candlestick Park. Any additional requirements will have to be submitted to our carrier for any appropriate pricing adjustment.  
 2. Similar expense reports will be provided on a "per location" basis detailing all pro-rated costs as required.

3. Equipment Contractor will work with Stadium Manager to purchase all specific equipment needed to run Levi's Stadium Parking Operations at the most competitive prices. In the event, if Contractor purchases equipment, Contractor will amortize the cost over a 3 year term and to be reimbursed by Stadium Manager. If this Agreement is terminated for any reason, Stadium Manager agrees to reimburse Contractor for the unamortized amount remaining value of the equipment.  
 4. The following items are reimbursable to Contractor: a. All labor and benefit costs. b. Equipment costs. c. Insurance. d. Radios. e. Operational supplies. f. All other cost-line items indicated above.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CITY PARK**

**EXHIBIT G**

**MANAGEMENT TEAM**

Chris Leonoudakis- General Manager

Vincent Luka- Area Manager

Biruk Woubshet- Area Manager

Roger Macias- Area Manager

Stephen Walker- Area Manager

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ELITE SHOW SERVICES, INC.**

**PREAMBLE**

This Agreement for the Performance of Services ("Agreement") is made and entered into on this 1<sup>st</sup> day of April, 2014, ("Effective Date") by and between ELITE SHOW SERVICES, INC., a corporation with its principal place of business located at 2878 Camino Del Rio South, Ste. 260, San Diego, CA 92108 ("Contractor"), and FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business located at 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated as of March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority is developing and constructing [has developed and constructed] a new multi-purpose stadium (the "Stadium").
- B. The Authority and FORTY NINERS SC STADIUM COMPANY, LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated as of March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.
- C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team") are parties to a certain Sublease Agreement dated as of March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.
- D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated as of November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated as of May 9,

2013, and that certain Third Amendment to Stadium Management Agreement dated as of June 19, 2013 (as the same may be, further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

- E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to operate a security force to safeguard the Stadium and users of the Stadium and, accordingly, desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services" (the "Services").
- F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide the Services of the quality and type which meet objectives and requirements of Stadium Manager.
- G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services; and, accordingly, the Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor shall have the right to provide, and Contractor agrees to provide, the Services, subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.
- H. In furtherance of Contractor's selection by the Authority and StadCo as indicated herein, and the authorization given to the Stadium Manager to enter into this Agreement, the Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor shall have the right to provide, and Contractor agrees to provide, the Services, subject to the terms and conditions of this Agreement, the Ground Lease, Stadium Lease and the Stadium Management Agreement.

The Parties agree as follows:

#### **AGREEMENT PROVISIONS**

**1. EMPLOYMENT OF CONTRACTOR.**

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

**2. SERVICES TO BE PROVIDED.**

A. Except as and to the extent expressly set forth in this Agreement, Contractor shall furnish all Services necessary to satisfactorily complete the work required by Stadium Manager at Contractor's own risk and expense. The Recitals above and all of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

B. **IF OFFICE OR STORAGE SPACE TO BE PROVIDED TO CONTRACTOR:**  
Stadium Manager shall provide, or cause to be provided, during the Term

designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

- C. Except as expressly provided in Section 10 below, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 7.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.
- D. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.
- E. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees and the Management Team (as defined in Section 10.D below), to cooperate and assist Stadium Manager in providing the Services.
- F. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including the pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

**3. COMMENCEMENT OF SERVICES.**

Contractor shall begin providing the Services upon receipt of written Notice to Proceed from Stadium Manager . Notice to Proceed shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

**4. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.**

- A. Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.
- B. The plans, designs, specifications, estimates, calculations, reports, and other documents furnished under Exhibit A shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such work shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the drawings shall be that used by Stadium Manager for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement and terminate on March 31, 2017, provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. The Stadium Manager shall have the option, in its sole discretion, to extend the Term for     N/A     ( ) additional     N/A     ( ) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option(s) not more than one hundred twenty (120) days prior to the expiration of the then-current Term.

**6. WARRANTY.**

Contractor expressly warrants that all Services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

**7. PERFORMANCE OF SERVICES.**

- A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.
- B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.*, offsite parking areas) for the performance of all of Contractor's obligations under this Agreement. Contractor shall cause the members of the Management Team to attend meetings to be scheduled by Stadium Manager at the Stadium from time to time during the Term to review the performance of the Services and to implement Stadium Manager's reasonable recommendations and directives for improving such performance.
- C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

- D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.
- E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.
- F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be

provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

- G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 22.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

## **8. MONITORING OF SERVICES.**

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

**9. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

**10. RESPONSIBILITY OF CONTRACTOR.**

- A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.
- B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.
- C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.
- D. Personnel.
  - i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this

Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (e.g., a Club Area or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

- ii. Contractor shall employ the Management Team, identified in clause (v) of this Section 10.D below, on a full-time, year round basis. Contractor shall cause the members of the Management Team to be at the Stadium during all Events that Stadium Manager requires the Management Team to attend and during reasonable business hours. All changes in the Management Team shall require the prior written approval of Stadium Manager. Contractor shall, within fifteen (15) business days of the removal of a Management Team member, provide Stadium Manager with the resumes of not fewer than three (3) suitable candidates to replace the removed employee. The Management Team shall, on and following the Effective Date and during the Term, be exclusively responsible for the provision of services under this Agreement and shall hold no job-related responsibilities relating to any other venue or site without Stadium Manager's prior written approval.
- iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the "Employee Training Programs"). The Employee Training

Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

- iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.
- v. The individuals, and such other individuals as the Stadium Manager may approve, are the "Management Team" for purposes of this Agreement are listed on Exhibit F, entitled "Management Team."

## **11. COMPENSATION AND PAYMENT.**

- A. In consideration for Contractor's complete performance of the Services, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor the amount(s) set forth in Exhibit B, entitled "CONTRACTOR COMPENSATION AND FEES."
- B. Contractor will bill Stadium Manager on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by Stadium Manager. Except as otherwise expressly provided in Exhibit B, Stadium Manager will pay Contractor within forty-five (45) days of Stadium Manager's receipt of invoice.

## **12. TERMINATION OF AGREEMENT.**

- A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if:
  - (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's

reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, [*ALTERNATIVE*: any of the Related Facilities (*e.g.*, offsite parking areas),] or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 133; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 7.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section 11.A shall be "for cause."

- B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with Section 7.D and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.
- C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or

restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

- A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.
- B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "transfer") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "Manager Assignee"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.
- C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

**16. NO PLEDGING OF STADIUM MANAGER'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act.

**18. USE OF STADIUM MANAGER NAME OR EMBLEM.**

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in

connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.**

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

**21. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

**22. HOLD HARMLESS/INDEMNIFICATION.**

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees ("**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents

or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

- B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

**23. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**24. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**25. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

**26. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**27. WAIVER.**

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**28. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Levi's® Stadium Manager  
Attention: Jim Mercurio  
Address: 4949 Marie D. Bartolo Way  
Santa Clara, CA 95054

With a copy to:  
Attention: Legal Affairs  
Address: 4949 Marie D. Bartolo Way  
Santa Clara, CA 95054

And to Contractor addressed as follows:

Attention: Jon Kontopuls  
Address: 5201 Great America Parkway, Suite 320  
Santa Clara, CA 95054

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**29. CAPTIONS.**

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**30. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**31. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

**32. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**33. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or City officer, employee, or authorized representative has any financial interest in the business of Contractor and that

no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

**34. SUPPLEMENTAL PROVISIONS**

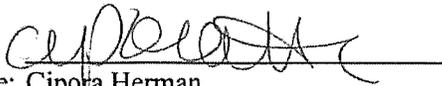
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

*[Signatures continued on next page]*

IN WITNESS WHEREOF, the Parties have caused this agreement for the performance of services to be executed by their duly appointed representatives as of the date first above written.

**STADIUM MANAGER:**

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC,**  
a Delaware limited liability company

By:   
Name: Cipofa Herman  
Title: Chief Financial Officer

4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054  
Telephone: (408) 562-4949  
Fax Number: (408) 727-4937

**CONTRACTOR:**

**ELITE SHOW SERVICES, INC.**  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this agreement for the performance of services to be executed by their duly appointed representatives as of the date first above written.

**STADIUM MANAGER:**

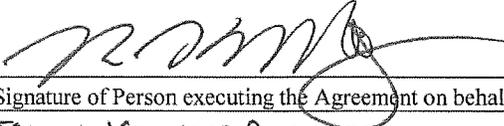
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Cipora Herman  
Title: Chief Financial Officer

4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054  
Telephone: (408) 562-4949  
Fax Number: (408) 727-4937

**CONTRACTOR:**

**ELITE SHOW SERVICES, INC.**  
A CALIFORNIA CORPORATION

By:   
\_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Contractor)

Name: JOHN KONTOPOULOS

Title: PRESIDENT & CEO

Local Address: 5201 GREAT AMERICA PARKWAY,  
SUITE 320  
SANTA CLARA, CA 95054

Telephone (619) 574-1589

Fax: (619) 574-1588

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER,  
AND  
ELITE SHOW SERVICES, INC.**

**ADDENDUM ONE**

**DEFINITIONS**

The following terms shall have the meanings set forth below:

**Affiliate:** shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

**Additional Indemnitees:** shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (*i.e.*, an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

**Default Rate:** shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law, with adjustments in that varying rate to be made on the same date as any change in that rate.

**Fiscal Year:** shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

**Hazardous Substance:** shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants,"

“infectious wastes,” “pollutants” or words of similar import under any environmental law; and  
(c) any other chemical or other material or substance, exposure to which or use of which as of  
such date is prohibited, limited or regulated under any environmental law.

**Person:** shall mean any individual, corporation, partnership, limited liability company,  
association, trust or other entity whatsoever

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ELITE SHOW SERVICES, INC.**

**EXHIBIT A**

**SCOPE OF SERVICES**

1. Security Services. For each event at the Stadium, Contractor shall provide the number of personnel that Stadium Manager requests for each of the following roles. The parties shall meet and confer as to appropriate staffing levels for each event at least one (1) week prior to such event, provided that Stadium Manager shall have the sole discretion to determine appropriate staffing numbers for each role at each event. All personnel provided by Contractor shall be certified by the California Bureau of Security and Investigative Services.
  - a. Management. Contractor shall employ the Management Team listed in Exhibit G and such other managers as are required to manage and operate the Services at the highest standards of employee competency, conduct and integrity. All managers and supervisors shall be Trained Crowd Manager (TCM) and National Incident Management System (NIMS) certified and shall have received at least eight hours of training on supervisory duties.
  - b. Fixed Post Security Officers. Contractor shall provide "Fixed Post Security Officers" who shall (i) provide fixed post security duties at check points (e.g., vehicular check points, pedestrian check points), (ii) communicate with patrons effectively and courteously, including in using radios and managing confrontation; (iii) effectuate Stadium security policies (e.g., credential system, evacuation plans).
  - c. Screening Security Officers. Contractor shall provide "Screening Security Officers" who shall (i) screen all persons entering the Stadium in accordance with Stadium policies; (ii) have achieved success in a documented training course in screening techniques; (iii) communicate with patrons effectively and courteously, including in using radios and managing confrontation; (iv) effectuate Stadium security policies (e.g., credential system, evacuation plans).
  - d. Intervention Security Officers. Contractor shall provide "Intervention Security Officers" who shall (i) intervene and resolve any security situation within the Stadium, including conflicts and crowd control; (ii) have achieved success in a documented training course in screening techniques; (iii) communicate with patrons effectively and courteously, including in using radios and managing confrontation; (iv) effectuate Stadium security policies (e.g., credential system, evacuation plans); (v) and have documented training

history in (A) safe restraint and arrest techniques; and (B) Stadium operating procedures and evacuation plan.

2. Trainings. In addition to the above-listed role-specific trainings, Contractor shall pay one-half of the cost (as determined by Stadium Manager) for all personnel to be certified in the following trainings:
  - a. NFL Best Practices.
  - b. 49ers Services Training.
  - c. Techniques for Effective Alcohol Management (TEAM).
  - d. Conflict Management. (Conflict Management training shall be provided by Contractor through any documented conflict management training.)
3. Assessments. Contractor acknowledges that it shall be audited on a random basis at as many events per year as Stadium Manager determines in its sole discretion. External security audits shall be conducted by a professional firm in the industry. Contractor shall reimburse Stadium Manager for the cost of external security audits, provided that the cost per audit shall not exceed five thousand dollars (\$5,000). In the event that an external security audit grades Contractor at less than ninety percent (90%), then Contractor shall additionally reimburse Stadium Manager a penalty of five percent (5%) of its fee for such event. Such reimbursements shall be due within sixty (60) days.
4. Radios. Contractor shall rent radios from Stadium Manager at a cost of \$20.00 per radio and shall follow Stadium Manager's instructions regarding radio frequencies.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ELITE SHOW SERVICES, INC.**

**EXHIBIT B**

**CONTRACTOR COMPENSATION AND FEES**

Compensation and fees shall be billed at the following rates:

Event Director	\$51.57/hour
Event Coordinator	\$39.21/hour
Event Manager	\$37.71/hour
Area Director	\$36.16/hour
Supervisor	\$34.62/hour
Security Officers	\$27.50/hour
Off-Duty Law Enforcement Officer	\$45.00/hour

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ELITE SHOW SERVICES, INC.**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Workers compensation insurance, as required by applicable law.
4. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
5. Employment practices liability with limits of Five Million Dollars (\$5,000,000) including third party coverage.
6. Crime insurance including employee dishonesty covering all of Contractor's agents, contractors, managers and other employees in the amount of Five Hundred Thousand Dollars (\$500,000).
7. Professional liability insurance covering claims arising out of errors and omissions and/or professional services to be provided by Contractor, in the amount of Five Million Dollars (\$5,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
8. Cyber/Privacy liability insurance with limits of Three Million Dollars (\$3,000,000) including coverage for the breach of information or data belonging to the client or the client's employees, patrons, associates or contractors, or other proprietary information or data that is of a private nature to the client or deemed so by a governmental agency. Coverage for the cost to correct, release from hostage any data or network housing information relevant to the client or the loss of income resulting from the unauthorized

access or tampering of client or vendor's database or network that results in financial damages or business interruption to the client.

9. Umbrella or excess liability insurance in the amount of Ten Million Dollars (\$10,000,000) providing excess coverage over general liability, auto liability, garage liability and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Any deductibles or self-insured retention amounts must be disclosed to Stadium Manager. Contractor agrees to indemnify Stadium Manager for any loss it may incur as a result of the deductible or self-insured retention.

At Stadium Manager's request from time to time (and in any event not less than 15 (fifteen) days prior to the expiration dates of any expiring policies or bonds furnished by Contractor), Contractor shall furnish to Stadium Manager certified copies or duplicate originals of all policies of insurance and bonds then maintained by Stadium Manager hereunder, or a certificate supplied by each such insurer and surety showing that the insurance and bonds required hereunder are in full force and effect and showing the limits thereof and that all such policies and bonds contain the provisions and endorsements required hereunder.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only (except employer's liability), a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ELITE SHOW SERVICES, INC.**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH STADIUM MANAGER**

**Termination of Agreement for Certain Acts.**

- A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Applicable Law;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
  2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:
1. Stadium Manager determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or
  2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ELITE SHOW SERVICES, INC.**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

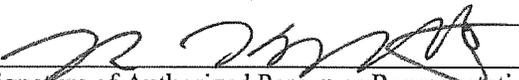
I, JOHN KONTOPULIS being first duly sworn, depose and state I am PRESIDENT & CEO of Elite Show Services, Inc. and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ELITE SHOW SERVICES, INC.

A California Corporation

By:   
Signature of Authorized Person or Representative

Name: JOHN KONTOPULIS

Title: PRESIDENT & CEO

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } SS.

On March 21, 2014, before me, Gretchen Hazlett Notary Public,
DATE

personally appeared John Kontopoulos, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the
laws of the State of California that the foregoing
paragraph is true and correct.



WITNESS my hand and official seal.

[Handwritten signature of Gretchen Hazlett]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment
of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- Individual, Corporate Officer, Partner(s), Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

DESCRIPTION OF ATTACHED DOCUMENT

Agreement to perform services
TITLE OR TYPE OF DOCUMENT

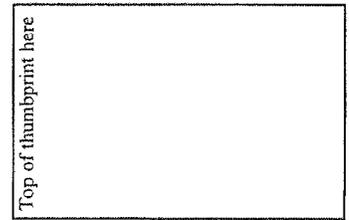
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ELITE SHOW SERVICES, INC.**

**EXHIBIT F**

**MANAGEMENT TEAM**

Brian Foxe, Project Director

Ken Kawachi, Event Director

Greg Feldman, Security Event Manager

Joel Bryden, Off-Duty Officer Event Manager

Ed Pecinovsky, Senior Risk Manager

Scottie Warren, Event Coordinator

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
LANDMARK EVENT STAFFING SERVICES, INC.**

**PREAMBLE**

This Agreement for the Performance of Services (“Agreement”) is made and entered into on this day of \_\_\_\_\_, 2014, (“Effective Date”) by and between LANDMARK EVENT STAFFING SERVICES, INC., a Delaware corporation with its principal place of business located at 4131 Harbor Walk Drive, Ft. Collins, CO 80525 (“Contractor”), and FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company (“Stadium Manager”), with its principal place of business located at 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. The CITY OF SANTA CLARA, a municipal corporation (“City”) and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the “Authority”), are parties to that certain Ground Lease dated as of March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the “Ground Lease”), pursuant to which the Authority leases certain real property from the City upon which the Authority is developing and constructing [has developed and constructed] a new multi-purpose stadium (the “Stadium”).
- B. The Authority and FORTY NINERS SC STADIUM COMPANY, LLC, a Delaware limited liability company (“StadCo”), are parties to that certain Amended and Restated Stadium Lease Agreement dated as of March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the “Stadium Lease”), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.
- C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company (“Team”) are parties to a certain Sublease Agreement dated as of March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the “Team Sublease”), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.
- D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated as of November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated as of May 9,

2013, and that certain Third Amendment to Stadium Management Agreement dated as of June 19, 2013 (as the same may be, further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

- E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to operate a security force to safeguard the Stadium and users of the Stadium and, accordingly, desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services" (the "Services").
- F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide the Services of the quality and type which meet objectives and requirements of Stadium Manager.
- G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services; and, accordingly, the Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor shall have the right to provide, and Contractor agrees to provide, the Services, subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.
- H. In furtherance of Contractor's selection by the Authority and StadCo as indicated herein, and the authorization given to the Stadium Manager to enter into this Agreement, the Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor shall have the right to provide, and Contractor agrees to provide, the Services, subject to the terms and conditions of this Agreement, the Ground Lease, Stadium Lease and the Stadium Management Agreement.

The Parties agree as follows:

## **AGREEMENT PROVISIONS**

### **1. EMPLOYMENT OF CONTRACTOR.**

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

### **2. SERVICES TO BE PROVIDED.**

- A. Except as and to the extent expressly set forth in this Agreement, Contractor shall furnish all Services necessary to satisfactorily complete the work required by Stadium Manager at Contractor's own risk and expense. The Recitals above and all of the exhibits referenced in this Agreement are attached and are incorporated by this reference.
- B. **IF OFFICE OR STORAGE SPACE TO BE PROVIDED TO CONTRACTOR:** Stadium Manager shall provide, or cause to be provided, during the Term

designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

- C. Except as expressly provided in Section 10 below, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 7.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.
- D. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.
- E. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees and the Management Team (as defined in Section 10.D below), to cooperate and assist Stadium Manager in providing the Services.
- F. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, and state and federal employee privacy rights, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

**3. COMMENCEMENT OF SERVICES.**

Contractor shall begin providing the Services upon receipt of written Notice to Proceed from Stadium Manager. Notice to Proceed shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

**4. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.**

A. Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

B. The plans, designs, specifications, estimates, calculations, reports, and other documents furnished under Exhibit A shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such work shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the drawings shall be that used by Stadium Manager for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement and terminate on March 31, 2017, provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. The Stadium Manager shall have the option, in its sole discretion, to extend the Term for     N/A     ( ) additional     N/A     ( ) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option(s) not more than one hundred twenty (120) days prior to the expiration of the then-current Term.

**6. WARRANTY.**

Contractor expressly warrants that all Services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

**7. PERFORMANCE OF SERVICES.**

- A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.
- B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.*, offsite parking areas) for the performance of all of Contractor's obligations under this Agreement. Contractor shall cause the members of the Management Team to attend meetings to be scheduled by Stadium Manager at the Stadium from time to time during the Term to review the performance of the Services and to implement Stadium Manager's reasonable recommendations and directives for improving such performance.
- C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

- D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.
- E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.
- F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be

provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

- G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 22.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

## **8. MONITORING OF SERVICES.**

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

**9. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

**10. RESPONSIBILITY OF CONTRACTOR.**

- A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.
- B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.
- C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.
- D. Personnel.
  - i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this

Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (e.g., a Club Area or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

- ii. Contractor shall employ the Management Team, identified in clause (v) of this Section 10.D below, on a full-time, year round basis. Contractor shall cause the members of the Management Team to be at the Stadium during all Events that Stadium Manager requires the local Management Team to attend and during reasonable business hours. All changes in the Management Team shall require the prior written approval of Stadium Manager. Contractor shall, within fifteen (15) business days of the removal of a Management Team member, provide Stadium Manager with the resumes of not fewer than three (3) suitable candidates to replace the removed employee. The Management Team shall, on and following the Effective Date and during the Term, be exclusively responsible for the provision of services under this Agreement and shall hold no job-related responsibilities relating to any other venue or site without Stadium Manager's prior written approval.
- iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the "Employee Training Programs"). The Employee Training

Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

- iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.
- v. The individuals, and such other individuals as the Stadium Manager may approve, are the "Management Team" for purposes of this Agreement are listed on Exhibit G, entitled "Management Team."

## **11. COMPENSATION AND PAYMENT.**

- A. In consideration for Contractor's complete performance of the Services, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor the amount(s) set forth in Exhibit B, entitled "CONTRACTOR COMPENSATION AND FEES."
- B. Contractor will bill Stadium Manager on a per event basis for Services provided by Contractor during the preceding month, subject to verification by Stadium Manager. Except as otherwise expressly provided in Exhibit B, Stadium Manager will pay Contractor within forty-five (45) days of Stadium Manager's receipt of invoice.

## **12. TERMINATION OF AGREEMENT.**

- A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if:
  - (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's

reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, [*ALTERNATIVE*: any of the Related Facilities (e.g., offsite parking areas),] or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 133; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 7.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section 11.A shall be "for cause."

- B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with Section 7.D and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.
- C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or

restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

- A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.
- B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.
- C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

**16. NO PLEDGING OF STADIUM MANAGER'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act.

**18. USE OF STADIUM MANAGER NAME OR EMBLEM.**

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in

connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.**

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing, subject to limitations arising from state and federal employee privacy rights. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

**21. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

**22. HOLD HARMLESS/INDEMNIFICATION.**

- A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees ("**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity,

inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

- B. If any claim, demand, action or proceeding is made or commenced by any third party (a “**Third Party Claims**”) against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor’s expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

### **23. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

### **24. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

### **25. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

**26. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**27. WAIVER.**

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**28. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Levi's® Stadium Manager  
Attention: Jim Mercurio  
Address: 4949 Marie D. Bartolo Way  
Santa Clara, CA 95054

With a copy to:  
Attention: Legal Affairs  
Address: 4949 Marie D. Bartolo Way  
Santa Clara, CA 95054

And to Contractor addressed as follows:

Attention: Peter Kranske  
Address: 4131 Harbor Walk Drive  
Ft. Collins, CO 80525

With a copy to:  
Attention: Michael Harrison  
Address: 4790 Irvine Blvd., Ste. 105-323  
Irvine, CA 92620

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**29. CAPTIONS.**

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**30. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**31. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

**32. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**33. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

**34. SUPPLEMENTAL PROVISIONS**

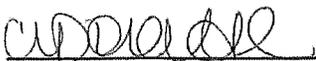
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

*[Signatures continued on next page]*

IN WITNESS WHEREOF, the Parties have caused this agreement for the performance of services to be executed by their duly appointed representatives as of the date first above written.

**STADIUM MANAGER:**

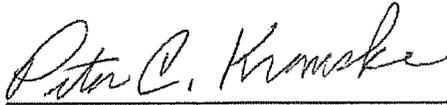
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC,**  
a Delaware limited liability company

By:   
Name: Cipora Herman  
Title: Chief Financial Officer

4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054  
Telephone: (408) 562-4949  
Fax Number: (408) 727-4937

**CONTRACTOR:**

**LANDMARK EVENT STAFFING SERVICES, INC.**  
a Delaware corporation

By:   
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: Peter C. Kranske  
Title: President  
Address: 4131 Harbor Walk Drive  
Fort Collins, CO 80525  
Telephone: (970) 481-1398  
Fax: (888) 709-5730

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER,  
AND  
LANDMARK EVENT STAFFING SERVICES, INC.**

**ADDENDUM ONE**

**DEFINITIONS**

The following terms shall have the meanings set forth below:

**Affiliate:** shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, “control” when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

**Additional Indemnitees:** shall mean the Authority’s Affiliates (including without limitation, the Authority’s Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (*i.e.*, an additional NFL franchise that plays its “home” games at the Stadium) (and their respective Affiliates), Manager’s Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager’s interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

**Default Rate:** shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law, with adjustments in that varying rate to be made on the same date as any change in that rate.

**Fiscal Year:** shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

**Hazardous Substance:** shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants,”

“infectious wastes,” “pollutants” or words of similar import under any environmental law; and  
(c) any other chemical or other material or substance, exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

**Person:** shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
LANDMARK EVENT STAFFING SERVICES, INC.**

**EXHIBIT A**

**SCOPE OF SERVICES**

1. Security Services. For each event at the Stadium, Contractor shall provide the number of personnel that Stadium Manager requests for each of the following roles. The parties shall meet and confer as to appropriate staffing levels for each event at least two (2) weeks prior to such event, provided that Stadium Manager shall have the sole discretion to determine appropriate staffing numbers for each role at each event. All security personnel (as defined by present CA BSIS interpretation) provided by Contractor shall be certified by the California Bureau of Security and Investigative Services.
  - a. Management. Contractor shall employ the Management Team listed in Exhibit G and such other managers as are required to manage and operate the Services at the highest standards of employee competency, conduct and integrity. All managers and supervisors shall be Trained Crowd Manager (TCM) and National Incident Management System (NIMS) certified and shall have received at least eight hours of training on supervisory duties.
  - b. Fixed Post Security Officers. Contractor shall provide "Fixed Post Security Officers" who shall (i) provide fixed post security duties at check points (*e.g.*, vehicular check points, pedestrian check points), (ii) communicate with patrons effectively and courteously, including in using radios and managing confrontation; (iii) effectuate Stadium security policies (*e.g.*, credential system, evacuation plans).
  - c. Screening Security Officers. Contractor shall provide "Screening Security Officers" who shall (i) screen all persons entering the Stadium in accordance with Stadium policies; (ii) have achieved success in a documented training course in screening techniques; (iii) communicate with patrons effectively and courteously, including in using radios and managing confrontation; (iv) effectuate Stadium security policies (*e.g.*, credential system, evacuation plans).
  - d. Intervention Security Officers. Contractor shall provide "Intervention Security Officers" who shall (i) intervene and resolve any security situation within the Stadium, including conflicts and crowd control; (ii) have achieved success in a documented training course in screening techniques; (iii) communicate with patrons effectively and courteously, including in using radios and managing confrontation; (iv) effectuate Stadium security policies

(e.g., credential system, evacuation plans); (v) and have documented training history in (A) safe restraint and arrest techniques; and (B) Stadium operating procedures and evacuation plan.

2. Trainings. In addition to the above-listed role-specific trainings, Contractor shall pay one-half of the cost (as determined by Stadium Manager) for all personnel to be certified in the following trainings:
  - a. NFL Best Practices.
  - b. 49ers Services Training.
  - c. Techniques for Effective Alcohol Management (TEAM).
  - d. Conflict Management. (Conflict Management training shall be provided by Contractor through any documented conflict management training.)
3. Assessments. Contractor acknowledges that it shall be audited on a random basis at as many events per year as Stadium Manager determines in its sole discretion. External security audits shall be conducted by a professional firm in the industry. Contractor shall reimburse Stadium Manager for the cost of external security audits, provided that the cost per audit shall not exceed five thousand dollars (\$5,000). In the event that an external security audit grades Contractor at less than ninety percent (90%), then Contractor shall additionally reimburse Stadium Manager a penalty of five percent (5%) of its fee for such event. Such reimbursements shall be due within sixty (60) days.
4. Radios. Contractor shall rent radios from Stadium Manager at a cost of \$20.00 per radio and shall follow Stadium Manager's instructions regarding radio frequencies.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
LANDMARK EVENT STAFFING SERVICES, INC.**

**EXHIBIT B**

**CONTRACTOR COMPENSATION AND FEES**

Compensation and fees shall be billed at the following rates:

Event Director	\$32.47/hour
Event Coordinator	\$32.47/hour
Event Manager	\$32.47/hour
Area Director	\$29.32/hour
Supervisor	\$29.32/hour
Security Officer	\$27.67/hour
Off-Duty Law Enforcement Officer	\$45.00/hour

The rates above are subject to the following terms and conditions:

1. Rates quoted are subject to the condition that should a federal, state or local minimum wage increase, or should a prevailing wage be imposed in the jurisdiction in which services are provided, that exceeds the current minimum wage applicable to the services provided under this Agreement, then such rates shall be increased by an amount equal to 1.4 times any increase over the existing applicable minimum wage.
2. Holiday rates of 1.5 times the regular rates would apply on the following recognized holidays: New Year's Day, Martin Luther King Birthday, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.
3. Supervisors shall be used at a staff to supervisor ratio of no higher than 10:1. An event manager shall be used for any call of 20 or more, unless otherwise agreed upon by the parties.
4. Stadium Manager shall provide as much notice as reasonably possible of staffing requirements for each event. Should Stadium Manager provide Contractor with less than seventy-two (72) hours' notice of a new event or forty-eight (48) hours' notice of changes in a

previously scheduled event, Contractor shall make best efforts to fill such calls. However, a failure to make such calls shall not be deemed a breach of any agreement.

5. Should Stadium Manager provide less than twenty-four (24) hours' notice of cuts, Contractor shall make best efforts to contact all scheduled employees. However, should Contractor be unable to reach an employee and that employee shows for scheduled work, Stadium Manager shall pay to Client a minimum of four (4) hours for that employee (subject to exceptions for matters of force majeure).

6. Any hours worked at a Stadium event by any Contractor personnel in excess of eight (8) hours in a single day shall be billed at 1.3 times the regular rate. Any hours worked in excess of twelve (12) hours in such a day shall be billed at 2 times the regular rate. Should Stadium Manager specifically request that a certain employee work exclusively at Stadium for more than forty (40) hours in one week, Stadium Manager agrees to pay for such excess hours at 1.5 times the regular rate. Overtime rates do not apply to Off-Duty Officers.

7. Should the imposition of taxes be applicable to the services provided, such taxes will be charged in addition to the above-referenced rates.

8. Contractor will provide all equipment required to execute the scope of services. Stadium Manager and Contractor shall agree in advance on any change to equipment requirements, including which party should bear such costs.

9. Each shift scheduled by Stadium Manager shall be guaranteed by Stadium Manager for a minimum of four (4) hours per staff scheduled.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
LANDMARK EVENT STAFFING SERVICES, INC.**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Workers compensation insurance, as required by applicable law.
4. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
5. Employment practices liability with limits of Five Million Dollars (\$5,000,000) including third party coverage.
6. Crime insurance including employee dishonesty covering all of Contractor's agents, contractors, managers and other employees in the amount of Five Hundred Thousand Dollars (\$500,000).
7. Professional liability insurance covering claims arising out of errors and omissions and/or professional services to be provided by Contractor, in the amount of Five Million Dollars (\$5,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
8. Umbrella or excess liability insurance in the amount of Five Million Dollars (\$5,000,000) providing excess coverage over general liability, auto liability, garage liability and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Any deductibles or self-insured retention amounts must be disclosed to Stadium

Manager. Contractor agrees to indemnify Stadium Manager for any loss it may incur as a result of the deductible or self-insured retention.

At Stadium Manager's request from time to time (and in any event not less than 15 (fifteen) days prior to the expiration dates of any expiring policies or bonds furnished by Contractor), Contractor shall furnish to Stadium Manager certified copies or duplicate originals of all policies of insurance and bonds then maintained by Stadium Manager hereunder, or a certificate supplied by each such insurer and surety showing that the insurance and bonds required hereunder are in full force and effect and showing the limits thereof and that all such policies and bonds contain the provisions and endorsements required hereunder.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only (except employer's liability), a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
LANDMARK EVENT STAFFING SERVICES, INC.**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH STADIUM MANAGER**

**Termination of Agreement for Certain Acts.**

- A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Applicable Law;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
  2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:
1. Stadium Manager determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or
  2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
LANDMARK EVENT STAFFING SERVICES, INC.**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I, Peter Kranske, being first duly sworn, depose and state I am President of Landmark Event Staffing Services, Inc. and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

LANDMARK EVENT STAFFING SERVICES, INC.

a Delaware corporation

By: *Peter C. Kranske*  
Signature of Authorized Person or Representative

Name: Peter Kranske

Title: President



**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 21, 14 before me, MIKE AZER, Notary Public

personally appeared Peter Craig Krauske

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer is Representing: \_\_\_\_\_



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
LANDMARK EVENT STAFFING SERVICES, INC.**

**EXHIBIT F**

**MANAGEMENT TEAM**

Nick Bermensolo, Client Manager

TBD, Assistant Local Client Manager

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ABM**

**PREAMBLE**

This Agreement for the Performance of Services (“Agreement”) is made and entered into on this 1st day of April, 2014, (“Effective Date”) by and between ABM ONSITE SERVICES - WEST, INC., a corporation, with its principal place of business located at 600 Harrison Street, Suite 600, San Francisco, CA 94107 (“Contractor”), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company (“Stadium Manager”), with its principal place of business located at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. The CITY OF SANTA CLARA, a municipal corporation (“City”) and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the “Authority”), are parties to that certain Ground Lease dated as of March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the “Ground Lease”), pursuant to which the Authority leases certain real property from the City upon which the Authority is developing and constructing a new multi-purpose stadium (the “Stadium”).
- B. The Authority and FORTY NINERS SC STADIUM COMPANY, LLC, a Delaware limited liability company (“StadCo”), are parties to that certain Amended and Restated Stadium Lease Agreement dated as of March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the “Stadium Lease”), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.
- C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company (“Team”) are parties to a certain Sublease Agreement dated as of March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the “Team Sublease”), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.
- D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated as of November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated as of May 9,

2013, and that certain Third Amendment to Stadium Management Agreement dated as of June 19, 2013 (as the same may be, further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

- E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to manage and maintain a cleanly Stadium and, accordingly, desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services" (the "Services").
- F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide the Services of the quality and type which meet objectives and requirements of Stadium Manager.
- G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services; and, accordingly, the Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor shall have the right to provide, and Contractor agrees to provide, the Services, subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

The Parties agree as follows:

#### **AGREEMENT PROVISIONS**

##### **1. EMPLOYMENT OF CONTRACTOR.**

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

##### **2. SERVICES TO BE PROVIDED.**

- A. Except as and to the extent expressly set forth in this Agreement, Contractor shall furnish all Services necessary to satisfactorily complete the work required by Stadium Manager at Contractor's own risk and expense. The Recitals above and all of the exhibits referenced in this Agreement are attached and are incorporated by this reference.
- B. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

- C. Except as expressly provided in Section 10 below, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 7.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.
- D. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.
- E. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees and the Management Team (as defined in Section 9.D below), to cooperate and assist Stadium Manager in providing the Services.
- F. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

### **3. COMMENCEMENT OF SERVICES.**

Contractor shall begin providing the Services upon receipt of written Notice to Proceed from Stadium Manager . Notice to Proceed shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor

shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

**4. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.**

- A. Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.
- B. The plans, designs, specifications, estimates, calculations, reports, and other documents furnished under Exhibit A shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such work shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the drawings shall be that used by Stadium Manager for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement and terminate on March 31, 2017, provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. The Stadium Manager shall have the option, in its sole discretion, to extend the Term for \_\_\_\_\_ N/A \_\_\_\_ ( ) additional \_\_\_\_\_ N/A \_\_\_\_ ( ) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option(s) not more than one hundred twenty (120) days prior to the expiration of the then-current Term.

**6. WARRANTY.**

Contractor expressly warrants that all Services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

## 7. PERFORMANCE OF SERVICES.

- A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.
- B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.*, offsite parking areas) for the performance of all of Contractor's obligations under this Agreement. Contractor shall cause the members of the Management Team to attend meetings to be scheduled by Stadium Manager at the Stadium from time to time during the Term to review the performance of the Services and to implement Stadium Manager's reasonable recommendations and directives for improving such performance.
- C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed

use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

- D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.
- E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.
- F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall

separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

- G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 22.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

## **8. MONITORING OF SERVICES.**

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the

Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

**9. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

**10. RESPONSIBILITY OF CONTRACTOR.**

- A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.
- B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.
- C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.
- D. Personnel.
  - i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of

this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.*, a Club Area or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

- ii. Contractor shall employ the Management Team, identified in clause (v) of this Section 10.D below, on a full-time, year round basis. Contractor shall cause the members of the Management Team to be at the Stadium during all Events that Stadium Manager requires the Management Team to attend and during reasonable business hours. All changes in the Management Team shall require the prior written approval of Stadium Manager. Contractor shall, within fifteen (15) business days of the removal of a Management Team member, provide Stadium Manager with the resumes of not fewer than three (3) suitable candidates to replace the removed employee. The Management Team shall, on and following the Effective Date and during the Term, be exclusively responsible for the provision of services under this Agreement and shall hold no job-related

responsibilities relating to any other venue or site without Stadium Manager's prior written approval.

- iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the "Employee Training Programs"). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.
- iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.
- v. The individuals, and such other individuals as the Stadium Manager may approve, are the "Management Team" for purposes of this Agreement are listed on Exhibit F, entitled "Management Team."

## **11. COMPENSATION AND PAYMENT.**

- A. In consideration for Contractor's complete performance of the Services, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor the amount(s) set forth in Exhibit B, entitled "CONTRACTOR COMPENSATION AND FEES."
- B. Contractor will bill Stadium Manager on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by Stadium Manager. Except as otherwise expressly provided in Exhibit B, Stadium Manager

will pay Contractor within forty-five (45) days of Stadium Manager's receipt of invoice.

## 12. TERMINATION OF AGREEMENT.

- A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if:
- (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.*, offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager;
  - (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days);
  - (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;
  - (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 13;
  - (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 7.D; or
  - (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section 11.A shall be "for cause."
- B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with Section 7.D and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in

compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

- C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

### **13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

- A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.
- B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

**16. NO PLEDGING OF STADIUM MANAGER'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to

the California Public Records Act. Information disclosed to the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act.

**18. USE OF STADIUM MANAGER NAME OR EMBLEM.**

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.**

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

**21. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

**22. HOLD HARMLESS/INDEMNIFICATION.**

- A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (“**Indemnified Parties**”) from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys’ fees (collectively, “**Losses**”), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.
- B. If any claim, demand, action or proceeding is made or commenced by any third party (a “**Third Party Claims**”) against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor’s expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

**23. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**24. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**25. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

**26. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**27. WAIVER.**

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**28. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Levi's Stadium Manager  
Attention: Jim Mercurio  
Address: 4949 Marie D. Bartolo Way  
Santa Clara, CA 95054

And to Contractor addressed as follows:

Name: AMB Onsite Services – West, Inc.  
Address: 600 Harrison Street, Suite 600  
San Francisco, CA 94107  
Attention: Rene Jacobsen

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**29. CAPTIONS.**

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**30. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**31. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

**32. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**33. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

**34. SUPPLEMENTAL PROVISIONS**

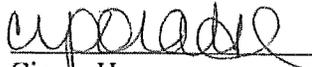
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

*[Signatures continued on next page]*

**IN WITNESS WHEREOF**, the Parties have caused this agreement for the performance of services to be executed by their duly appointed representatives as of the date first above written.

**STADIUM MANAGER:**

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC.**  
a Delaware limited liability company

By:   
Name: Cipola Herman  
Title: Chief Financial Officer

4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054  
Telephone: (408) 562-4949  
Fax Number: (408) 727-4937

**CONTRACTOR:**

**ABM ONSITE SERVICES - WEST, INC.**  
a corporation

By:   
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Rene Jacobsen  
Title: Executive Vice President

Local Address: 600 Harrison Street, Suite 600  
San Francisco, CA 94107

Telephone \_\_\_\_\_  
Fax: ( 415 ) 351-4445

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER,  
AND  
ABM**

**ADDENDUM ONE**

**DEFINITIONS**

The following terms shall have the meanings set forth below:

**Affiliate:** shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, “control” when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

**Additional Indemnitees:** shall mean the Authority’s Affiliates (including without limitation, the Authority’s Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (*i.e.*, an additional NFL franchise that plays its “home” games at the Stadium) (and their respective Affiliates), Manager’s Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager’s interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

**Default Rate:** shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law, with adjustments in that varying rate to be made on the same date as any change in that rate.

**Fiscal Year:** shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

**Hazardous Substance:** shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants,”

“infectious wastes,” “pollutants” or words of similar import under any environmental law; and  
(c) any other chemical or other material or substance, exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

**Person:** shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ABM**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the Stadium Manager by Contractor under this Agreement are more fully described in Contractor's proposal entitled "Cleaning Program" dated March 11, 2014, which is attached to this Exhibit A.

## Cleaning Program

Our cleaning staff will be a flexible team that can adapt its procedures and processes for different kinds of events and make considerations for the unexpected, like last-minute changes and weather. Our cleaning services include the following:

- Pre-, During and Post-Event Cleaning
- Pressure Washing
- Concrete Sealing
- Carpet and Floor Care
- Seat Cleaning
- Changeover Crews
- Parking Lot Cleaning

## Off-Season Services

If you require deep cleaning or detailing during the off-season, we provide a range of services to accommodate those needs:

- Seat detailing
- Carpet shampooing
- Luxury/Executive Suites detailing
- Concourse stripping and resealing
- Duct cleaning
- Vent vacuuming

## Sample Cleaning Specifications

Below is a listing of our sample cleaning specifications for stadiums. We will work with you to develop a more comprehensive, site-specific list that includes frequencies for each task.

### Concourse

- All concrete floors shall be swept and trash removed
- Floors shall be machine scrubbed or power washed when possible.
- All landings shall be swept and mopped. Handrails shall be dusted; glass windows shall be cleaned to a height of 10'.
- All walls, columns, doors, payphones, fire extinguishers, ATM's, advertising signage, cabinets, signage, countertops, and tables shall be cleaned.
- Cleaning of all TV monitors on concourse and with approved cleaning method and solution.
- Vacuum and clean all carpeted floors and mats of loose visible dirt, dust and debris. Spot clean per manufacturer's recommendations.
- All accessible glass windows, doors, and walls shall be cleaned.

- All trash receptacles shall be emptied, wiped down with disinfectant solution, trash removed, and clean liner replaced.
- Clean ticket sales windows and counters located on the exterior box office windows.
- Clean and dust all accessible areas on all sponsorship /advertising kiosk and televisions. All overhead aisle markers and lighting shall be dusted as needed.

### **Stadium Seating**

- The entire seating areas shall be swept and trash removed
- All seating areas shall be swept, blown, and washed to remove spills, stains, and soils. All Gum must also be removed.
- All fixed stadium seats must be inspected and cleaned nightly following an event.
- Clean all seat backs, arms and chair stanchions as needed.
- Clean all hand rails, glass or metal as needed.
- All trash receptacles shall be emptied, wiped out with disinfectant, trash removed and clean liner replaced.

### **Elevators**

- All walls, doors, control panels, railings, and ceilings shall be cleaned.
- All stainless steel surfaces to be cleaned with an approved cleaner.
- All glass cleaned without streaks or solution byproducts.
- Machine scrub if tile floor

### **Suites and VIP Areas**

- All carpets shall be vacuumed, spot cleaned or if needed extracted per manufacturer's specifications.
- All tile floors and linoleum to be swept and mopped
- All walls, columns, doors, counters, rails, tables, appliances, televisions, stools, cabinets and wall attachments shall be cleaned. Shine and remove spots and smudges from all metal, wood, and thoroughly clean all glass surfaces.
- All seats, both fixed and moveable shall be cleaned/extracted and spots removed.
- All bar areas and millwork shall be cleaned and polished with approved products.
- Outside of suite fridges to be cleaned and dusted.
- All recycling and trash receptacles shall be emptied, wiped out with a disinfectant solution, trash removed and taken to appropriate trash/recycling area located at the loading dock, and a clean liner replaced.
- Dust all light fixtures and light shades.

## Locker Rooms

- All floors to be swept and mopped with a disinfectant
- All carpets shall be vacuumed, extracted if needed and spot cleaned in accordance with the manufacturer's specifications.
- All walls, column, doors, cabinets, counters, rails, water fountains, tables, televisions, furniture, payphones, appliances, and wall attachments shall be cleaned.
- All seats, both fixed and moveable shall be dusted, cleaned, and spots removed.
- All restrooms shall be thoroughly cleaned and sanitized, including all toilets, urinals, sinks, mirrors, and counters.
- All toilet tissues, facial tissues, and hand towels will be replenished as needed.
- Lockers shall be cleaned both on the exterior and interior, as needed.
- All trash receptacles shall be emptied, wiped out with a disinfectant solution, trash removed, and the can liner replaced.

## Restrooms

- Empty trash cans/replace liner
- Disinfect door handles, partition handles
- All toilets, urinals, sinks, shelves, dispensers, and receptacles shall be thoroughly cleaned.
- Remove all scale and stains.
- Clean underside of rims on waterless urinals and toilets. Wash both sides of all toilet seats.
- Empty and clean paper towel and sanitary disposal receptacles, damp wiping and towel drying the exposed surfaces of these units.
- All walls, partitions, counters, mirrors, and dispensers shall be cleaned to remove spots and smudges.
- Restock all soaps, air fresheners, toilet tissue, facial tissue, hand towels, seat covers, and sanitary napkins nightly or as necessary.
- Damp wipe, polish, and shine all chrome faucets, valves, drain pipes, metal fixtures, bright work, hand plates, door knobs, door jams, doors, light switches, receptacle covers.

## Hallways and Loading Dock

- All areas shall be swept, trash removed, and thoroughly cleaned. Floors shall be machine scrubbed.
- All walls, columns, floors, payphones, vending machines, fire extinguisher cabinets, advertising signage, counter tops, and tables shall be cleaned as needed.
- All trash receptacles shall be emptied, wiped down with a disinfectant solution, trash removed, and the clean liner replaced.
- Auto scrub all loading dock/service areas after each event. Detail clean dock restroom after each event and wax floor bi-monthly.

## Exterior

- All exterior sidewalks, plazas, bike rack areas and pedestrian walkways shall be swept and trash removed.
- Pressure wash and scrub concrete in areas as needed to remove gum, stains, spots, and soils to the concrete and Star emblem locations.
- Remove all trash and debris from all landscaped areas.
- Clean and remove any trash from payphone, ATM, and ticket sales areas.
- Clean outside windows and counters of Box Office.
- Clean all metal and glass doors, door jams and thresholds to 10'.
- Clean all accessible signage and artwork and statues

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ABM**

**EXHIBIT B**

**CONTRACTOR COMPENSATION AND FEES**

Per Hour Compensation and Fees for Stadium Janitorial Services

	<b>Rate Year 1</b>	<b>Rate Year 2</b>	<b>Rate Year 3</b>
On-Site Manager	\$67.72	\$67.72	\$69.50
Supervisor	\$30.68	\$30.68	\$31.56
Sweeper Staff	\$16.81	\$16.81	\$17.28
Restroom Staff	\$16.81	\$16.81	\$17.28
Suite/Club Staff	\$21.31	\$21.31	\$21.92
Trash/Cardboard Runners	\$16.81	\$16.81	\$17.28
Pressure Washers	\$22.98	\$22.98	\$23.63
Equipment Operators	\$22.98	\$22.98	\$23.63
Day Porters	\$29.38	\$29.75	\$30.76

Flat Rate for Cleaning of All Stadium Manager-operated Parking Lots

\$18,071.96 per event

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
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AND  
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**EXHIBIT C**

**INSURANCE REQUIREMENTS**

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Workers compensation insurance, as required by applicable law.
4. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
5. Employment practices liability with limits of Five Million Dollars (\$5,000,000) including third party coverage.
6. Crime insurance including employee dishonesty covering all of Contractor's agents, contractors, managers and other employees in the amount of Five Hundred Thousand Dollars (\$500,000).
7. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of Five Million Dollars (\$5,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
8. Environmental liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, and clean-up costs, including coverage for any claim, suit, or demand brought by any third party or on behalf of any governmental agency or authority, as a result of the actual, alleged, or threatened discharge, disposal, seepage, migration, release, or escape of any hazardous material or pollutant.

9. Umbrella or excess liability insurance in the amount of Ten Million Dollars (\$10,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

At Stadium Manager's request from time to time (and in any event not less than 15 (fifteen) days prior to the expiration dates of any expiring policies or bonds furnished by Contractor), Contractor shall furnish to Stadium Manager certified copies or duplicate originals of all policies of insurance and bonds then maintained by Stadium Manager hereunder, or a certificate supplied by each such insurer and surety showing that the insurance and bonds required hereunder are in full force and effect and showing the limits thereof and that all such policies and bonds contain the provisions and endorsements required hereunder.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ABM**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH STADIUM MANAGER**

**Termination of Agreement for Certain Acts.**

- A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Applicable Law;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
  2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:
1. Stadium Manager determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or
  2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ABM**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I, Rene Jacobsen, being first duly sworn, depose and state I am Executive Vice President of ABM Onsite Services – West, Inc. and I hereby state that I have read and understand the language, entitled “Ethical Standards” set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of “Contractor” contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said “Contractor” category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ABM Onsite Services – West, Inc.

a corporation

By: \_\_\_\_\_  
Signature of Authorized Person or Representative

Name: Rene Jacobsen

Title: Executive Vice President

**NOTARY’S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public’s acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity’s complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ABM**

**EXHIBIT F**

**MANAGEMENT TEAM**

Please see attached proposal entitled "Support Structure Tailored For You" submitted on March 11, 2014.

# Support Structure Tailored For You

## Northern California Regional Profile

