



TEMPORARY UTILITY SERVICES REQUEST FOR PROPOSALS (“RFP”)

ISSUE DATE: March 31, 2021

PROPOSALS DUE: **2:00 P.M.** on **April 29, 2021** (“Submission Deadline”)

INSTRUCTIONS: Please submit five (5) paper copies and one (1) electronic copy of the Request for Proposals (“RFP”) on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. All electronic files should include the name of the company as the first part of the file name. Diversity participation information provided by Proposer should be enclosed in a separately-sealed envelope (and in a separate folder on the flash drive) labelled “Diversity”. Submittals received by email, fax, or after the Submission Deadline will be rejected.

SUBMIT TO: Houston First Corporation, Attn: Mitch Miskowski, 701 Avenida de las Americas, Suite 200, Houston, TX 77010. Please write “**Temporary Utilities**” clearly on the outside of the sealed package.

CONTACT INFO: Any questions concerning this RFP must be submitted by email to bids@houstonfirst.com no later than **10:00 a.m.** on **April 20, 2021**. Material questions received will be answered collectively, rather than individually, in a Letter of Clarification made available online at www.houstonfirst.com/do-business. Questions may be edited or combined for clarity or length at the discretion of HFC.

OVERVIEW

Houston First Corporation (“HFC”) requests responsive proposals (“Proposals”) from highly-qualified companies (each a “Proposer” and, collectively, “Proposers”) capable of providing, on an as-needed basis, all labor, equipment and materials necessary for the temporary installation, connection, operation, disconnection, and removal of electrical services, water-and-drain lines, fill-and-drain lines, compressed air, natural gas lines, and gas cylinders for exhibits, displays, meeting rooms, registration areas, and other, similar areas at the George R. Brown Convention Center for use by event licensees, exhibitors, sublessees, and other users of the facility.

HFC is a local government corporation created by the City of Houston to facilitate economic growth through the promotion of the greater Houston area and the business of conventions, meetings, tourism, and the arts. HFC manages and operates more than 10 city-owned facilities, including the George R. Brown Convention Center, Gus S. Wortham Theater Center, Jesse H. Jones Hall for the Performing Arts, and Miller Outdoor Theatre. HFC is the entity responsible increasing awareness of Houston’s many attractions and amenities.

The George R. Brown Convention Center (“GRBCC”) is a nationally prominent convention and trade show facility. Ranked among the nation’s largest convention centers, GRBCC offers over one million square feet of dedicated meeting space, including seven exhibit halls, a 3,600 tier-seated amphitheater, a level-three exhibit hall featuring telescopic arena-style seating, meeting rooms, and a 31,500 square-foot ballroom.

LETTERS OF CLARIFICATION

Responses to all material questions timely submitted by potential Proposers, as well as revisions incorporated into this solicitation by HFC, if any, will be confirmed collectively in one or more letters posted online at www.houstonfirst.com/do-business (each a "Letter of Clarification"). When issued, each Letter of Clarification will become part of this solicitation and automatically supersede any previous specifications or provisions in conflict therewith. By submitting their Proposal, Proposers shall be deemed to have reviewed all Letters of Clarification on the website and incorporated them into their submittal. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of Proposers to monitor the foregoing website and ensure they review any such Letters of Clarification and incorporate them in their Proposal.

NO PRE-SUBMITTAL CONFERENCE

A pre-submittal conference has not been scheduled for this RFP and HFC does not anticipate that such a meeting will be held. A site tour may be conducted based on the number of requests received and the availability of HFC staff. In the event a tour is scheduled, details will be posted online at www.houstonfirst.com/do-business.

PROPOSAL FORMAT

To be considered responsive, Proposers are asked to include the following information in their proposal:

- a. **Transmittal Letter:** Write a brief letter summarizing Proposer's understanding of the services required and communicate effectively why the Proposer should be selected. The letter must be signed by a person authorized to make representations on behalf of the Proposer and include a direct phone number and email address. Proposers must make a specific, unambiguous statement accepting and agreeing to comply with the Temporary Utility Services Agreement, provided below, if selected. Proposers who include exceptions to such agreement shall receive zero points for this criterion.
- b. **Experience & Service Rates:** Briefly describe Proposer's history, strengths and experience in meeting the needs of its clients. Provide three current references at convention center facilities, theaters or hotels where Proposer has provided in-house temporary utility services for three consecutive years or more. Include the name, phone number and email address for the facility manager for each such reference. For comparative purposes, Proposers are asked to submit sample pricing, preferably formatted as it would be received by an end user (e.g., rental fees for electrical and plumbing equipment, connection fees, labor charges with any minimum hours required, and any standard equipment packages). Rates should be competitive with those offered at other, comparable convention centers.
- c. **Applicable Percentage:** Complete the Applicable Percentage Form provided below. Do not alter the official form. Submission or attachment of company quotation forms and similar documents containing alternative or conflicting terms are not acceptable. The Applicable Percentage Form must be **at least 45%** and should be the last page of the Proposal as submitted.
- d. **Essential Personnel:** Identify the essential personnel who would be dedicated to this project/account, such as the project manager, responsible corporate executive and any probable subcontractors. Please include a brief summary of their qualifications

and years of experience. Note any diversity certifications held by the Proposer or its probable subcontractors.

- e. **Diversity Commitment:** Note any subcontractors Proposer reasonably expects would be used to meet or exceed the Diversity Commitment for this RFP.
- f. **Value-Added Services:** Proposers are asked to detail any additional or unique services provided by Proposer, above and beyond the services sought within this RFP. Costs to HFC for such additional services – if any – must be defined clearly.

EVALUATION

HFC will review and rank every proposal received in response to this RFP based on the following weighted criteria: Transmittal Letter, including expressed acceptance of the Temporary Utility Services Publishing Agreement (10%); Experience & Service Rates (25%); Applicable Percentage (25%); Essential Personnel (20%); Diversity Commitment (10%); Value-Added Services (10%).

HFC expects to award a five-year contract to the Proposer offering the best value to HFC, as measured by HFC utilizing the foregoing evaluation criteria. HFC reserves the right to schedule interviews with the top-ranked firms, not to exceed five, prior to selecting a Proposer. If interviews are scheduled, then up to an additional 20 points may be added to the existing scores of the top-ranked firms, for a maximum possible total of 120 points, based on their responsiveness and project approach during such interviews.

Without limiting the foregoing, HFC reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select one or more proposals in the manner and to the extent that they serve the best interests of HFC. This RFP does not commit HFC to award a contract or issue a purchase order. HFC shall not pay or reimburse any costs incurred in the preparation of a proposal or participation in an interview incurred by any person or entity in connection with this RFP. By submitting a Proposal, Proposers acknowledges that some subjective judgments must be made by HFC in the RFP Process. HFC reserves the right to request proposal clarifications/additional information from some or all Proposers.

DIVERSITY PARTICIPATION

The Proposer selected will be required to use good-faith efforts to award subcontracts to diversity participants certified by any of the identified certification agencies as defined in the [HFC Diversity Program](#). HFC has established the following goal for these services: **30%** of the total value of the Agreement. Proposers should note if they are certified as a diversity participant in their submittal; however, such certification shall not lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to diversity participants. Diversity participation information provided by Proposers should be delivered with the Proposal in a **separately-sealed envelope** labelled "**Diversity**".

FORM OF AGREEMENT

By submitting a response to this RFP, Proposer agrees, upon notice of selection, to enter into the Temporary Utility Services Agreement attached hereto as Attachment "A". Any questions or objections to the terms must be raised prior to submission of a Proposal by submitting an email to bids@houstonfirst.com. Responses to material questions and issues will be included in a Letter of Clarification. Preprinted forms or standard terms submitted by a Proposer shall be disregarded and may result in a Proposal being deemed, in HFC's reasonable discretion, as non-responsive.

VENDOR CODE OF CONDUCT

Proposers who do business or seek to do business with HFC are expected to interact with HFC with high ethics and integrity. To promote ethical conduct by its existing and potential contractors, HFC has adopted a Code of Conduct for Vendors, available online at www.houstonfirst.com/do-business. HFC requires that all Proposers be familiar with and abide by the Code of Conduct for Vendors.

RESTRICTIONS ON COMMUNICATIONS

Throughout the selection process, commencing with the Issue Date, potential Proposers are directed not to communicate, directly or indirectly, with any HFC employee, officer, director, or selection committee member regarding their Proposal, or any matter relating to this solicitation, other than through bids@houstonfirst.com. Proposers are solely responsible for observation and compliance with such restrictions, and HFC reserves the right to reject any submittal due to violation of this provision.

CONFLICTS OF INTEREST

Proposers are advised that they have an affirmative obligation to disclose any affiliation or business relationship with an HFC employee, officer, or director creating a conflict of interest (or appearing to a reasonable person to potentially exist). Those who need the disclosure form may find it online at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a proposal, Proposers represent to HFC that they have complied with the requirements of Chapter 176 of the Texas Local Government Code.

PROTEST PROCEDURES

Any protest relating to the form, terms and conditions, selection criteria, specifications, exhibits, or any other material solicitation content must be filed by the actual or potential Proposer with the Purchasing Agent no later than five business days prior to the Submission Deadline. If the protest consists of a dispute regarding the Proposer recommended by the selection committee, or otherwise relates to the alleged misapplication of selection criteria, then the Purchasing Agent must receive the protest from an actual Proposer after the Submission Deadline, but at least three business days prior to consideration of a contract resulting from this solicitation by an HFC committee or Board of Directors, whichever is earlier.

All protests must be made in writing and delivered to Houston First Corporation, Attn: Purchasing Agent, 701 Avenida de las Americas, Ste. 200, Houston, TX 77010. To be considered by HFC, protests must be timely received and include, at a minimum, all of the following information: (a) The name, address and contact information of the Proposer, with sufficient information to establish that a bona fide Proposer is the person or entity filing the protest; (b) The full title of the solicitation; (c) Material grounds for the protest, including the provisions of the solicitation and the applicable law or regulation that serves as the basis for the protest; (d) A statement of the specific relief requested by the Proposer; (e) Reference to and attachment of any pertinent documents or sources relied upon by the protestor that the protestor wishes to have HFC consider; and (f) An affidavit attached to support any factual allegations stated in the submission. The Purchasing Agent will notify the Proposer promptly to acknowledge receipt of a protest.

PUBLIC INFORMATION

HFC is subject to the Texas Public Information Act ("TPIA"). Information submitted by Proposers is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Proposers will be advised of

any request for public information that implicates their materials and may, in accordance with applicable law, elect to assert objections to disclosure with the Texas Attorney General at their cost and expense.

RFP PACKETS

A complete copy of this RFP, including exhibits, necessary forms and other relevant information is available on-line at www.houstonfirst.com/do-business. This RFP provides the information necessary to prepare and submit a proposal for consideration and ranking by HFC.

WITHDRAWAL OF PROPOSAL; ERRORS

To withdraw a Proposal due to an error or any other reason, a written request from the Proposer must be received at bids@houstonfirst.com prior to the Submission Deadline.



TEMPORARY UTILITY SERVICES REQUEST FOR PROPOSALS

Applicable Percentage Form

As part of its Proposal to provide services, _____, "Proposer", offers and agrees that it shall, if selected, pay the following percentages of its Gross Receipts to Houston First Corporation:

Applicable Percentage*
%

*Proposers are advised that the minimum Applicable Percentage HFC will accept is 45%.

The term "Gross Receipts", as stated in the RFP, means the aggregate amount billed for the contractor's (Proposer's) services, whether collected or uncollected, but excluding applicable taxes.

The undersigned representative of the Proposer represents that the foregoing statement is true and correct and may be relied upon by Houston First Corporation.

Respectfully submitted on behalf of _____ "Proposer"
By:

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT “A”

TEMPORARY UTILITY SERVICES AGREEMENT

This Temporary Utility Services Agreement (“Agreement”) is made by and between Houston First Corporation (“HFC”), a Texas local government corporation whose address is 701 Avenida de las Americas, Ste. 200, Houston, Texas 77010 and [TBD] (“Contractor”), whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1.0 Services

1.1 The term “GRBCC” means the George R. Brown Convention Center, located at 1001 Avenida de las Americas, Houston, Texas 77010.

1.2 The term “Facility” or “Facilities” means the George R. Brown Convention Center and any other building, facility, park, grounds, or other structure of any kind or description located within the limits of the City of Houston which is owned, leased, licensed, or otherwise controlled by HFC.

1.3 As used herein, the term “Services” shall mean labor, equipment and materials necessary for the temporary installation, connection, operation, disconnection, and removal of electrical service, water-and-drain lines, fill-and-drain lines, compressed air, natural gas lines, and gas cylinders for exhibits, displays, meeting rooms, registration areas, and other, similar areas at GRBCC (and other Facilities, as directed by HFC), in the manner and to the extent described in this Agreement, including the Scope of Services attached hereto as **Exhibit “A”** and made a part hereof by this reference. The term shall not include permanent fixtures or other installed utilities, such as electrical wall outlets (within existing load limits), water fountains, kitchen utilities, restroom facilities, heating, ventilation, air conditioning, and other, similar Facility-affixed utilities as determined by HFC in its sole, but reasonable discretion.

1.4 Contractor represents and warrants that the Services shall be performed in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for services of this kind. Contractor shall secure and pay for any permits or licenses necessary for proper execution and completion of the Services.

1.5 Contractor shall supervise and direct the Services, using Contractor’s best skill and attention. Contractor shall be solely responsible for, and have control over, means, methods, techniques, sequences and procedures and for coordinating all portions of the Services under the Agreement, except to the extent the Scope of Services sets forth other, specific instructions concerning such matters.

1.6 Contractor shall designate a representative who shall have express authority to bind Contractor with respect to all matters under this Agreement and provide a direct phone number and email address for such authorized representative.

1.7 Execution of the Agreement by Contractor is a representation that Contractor has visited the Facilities, become familiar with the conditions under which the Services are to be performed, and correlated personal observations with the requirements of the Agreement.

1.8 Contractor shall enforce strict discipline and good order among Contractor’s employees and other persons carrying out the Services. Contractor shall perform all Services using trained and skilled persons having substantial experience performing the work required under the Agreement. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall use all tools, equipment, materials, and supplies utilized in the performance of the Services in accordance with the manufacturer’s instructions.

1.9 If any Services performed by Contractor do not meet the standards of this Agreement, as determined by HFC in its reasonable discretion, then Contractor shall correct or modify the Services promptly upon demand from, and at no additional cost to, HFC. If Contractor performs Services knowing same to be contrary to applicable laws, statutes, ordinances, rules and regulations, and/or lawful orders of public authorities, then Contractor shall be liable for such violation and shall bear the costs attributable to their correction.

1.10 Contractor shall be liable to HFC for the negligent and intentional acts and omissions of Contractor's employees, agents, contractors, subcontractors, and other persons or entities performing portions of the Services for or on behalf of Contractor, including, but not limited to, damage to Facility walls, carpet, movable wall partitions, doors, ceiling tiles, and elevators. Contractor shall, at its sole cost and expense, promptly remedy such damages and restore any property or fixtures thereby affected to the condition existing prior to such damage, to the satisfaction of HFC.

1.11 Contractor represents and warrants that the Services shall be performed in compliance with applicable federal, state and local laws, statutes, ordinances, and lawful orders of public authorities. Without limiting the foregoing, Contractor further represents and warrants that the Services shall be performed in accordance applicable safety rules and regulations, including but not limited to OSHA standards and directives for setting-up and utilizing platforms, lifts, ladders, scaffolding, safety lines and belts, and operating other, similar equipment. Contractor shall ensure that its employees, agents, contractors and subcontractors use personal protective equipment, safety harnesses, fall protection equipment, and other equipment in the manner and to the extent required to perform the Services safely.

1.12 Contractor recognizes that the Services provided under this Agreement are crucial to the operation of the Facilities; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement, a successor contractor may continue these services; that such contractor shall need phase-in orientation training; and that Contractor shall cooperate in order to effect an orderly and efficient transition of service providers. Accordingly, Contractor agrees to and shall provide phase-out services for up to 30 calendar days prior to the expiration of this Agreement for any successor contractor at no charge to HFC or such successor contractor.

2.0 Premises

2.1 HFC grants to Contractor a license to use and occupy a limited portion of GRBCC designated by HFC in its sole but reasonable discretion for office and storage purposes (the "Premises"). Such Premises shall be used by Contractor exclusively for the purposes of the provision of the Services, including storage of equipment; Contractor represents that equipment stored in the Premises shall be for the exclusive use for events at the Facilities.

2.2 HFC makes no warranty or representation to Contractor of any kind, express or implied, regarding the suitability of the Premises, or any portion of GRBCC, as built, for any aspect of Contractor's use or expected use of the Premises. The Premises is offered by HFC and accepted by Contractor in its current condition, on an "AS IS" basis. Commencement of the use of the Premises shall be conclusive that the Premises were in good repair and in satisfactory condition, fitness and order when such use commenced.

2.3 At the end of the Term, Contractor shall vacate and surrender the Premises to HFC in the same condition found before the commencement of the Term, excepting minor damage due to ordinary wear and tear. Should Contractor fail to vacate and surrender the Premises in such manner, then HFC may enter the Premises, remove and store all property therein at the sole expense of Contractor and dispose of same if, after the expiration of 30 calendar days, Contractor has failed to remove the property from

the possession of HFC.

2.4 In the Premises, Contractor shall arrange for, at its sole cost and expense, any furniture, furnishings, computers, copiers, and any other equipment/supplies necessary to ensure the orderly performance of the Services; provided, however, that Contractor shall be obliged to order and pay for any exclusive in-house services at GRBCC it may require, whether offered currently or subsequent to the Effective Date, including, by way of example and not limitation, telecommunications and food-and-beverage services. Additionally, Contractor acknowledges that HFC has or may have contractual sponsorship obligations requiring exclusivity with respect to certain products or brands and Contractor shall not take any action that might in any manner or to any extent conflict with or challenge such commitments or obligations to such sponsors, as determined by HFC.

2.5 At Contractor's sole cost and expense, Contractor may construct or install fixtures or permanent improvements in the Facility, including the Premises; provided, however, that all such fixtures and improvements shall have the prior written approval of HFC and shall in all respects conform to and comply with all applicable statutes and ordinances. Title to all such fixtures and improvements shall vest in HFC upon the termination or expiration of this Agreement and shall not be removed by Contractor.

2.6 Contractor acknowledges that, in order for GRBCC to be operated as efficiently as practicable, it may be necessary to schedule or share certain services and equipment including, but not limited to, entrances, exits, ramps, loading docks, receiving areas, marshaling areas, freight elevators, and parking areas. Contractor agrees to work cooperatively with other contractors and users of GRBCC; in the event of a conflict, HFC shall have final authority to establish the reasonable schedules for the use and availability of such services and equipment and to determine when, and the extent to which, the sharing of any such services and equipment is necessary or desirable.

2.7 HFC may elect to relocate Contractor from the Premises to other space (the "Substitute License Area") within the GRBCC or to another building located within a reasonable distance from the GRBCC that is owned, operated or controlled by HFC, without the consent of Contractor, by giving Contractor at least 60 calendar days' prior notice. Such relocation notice shall specify the effective date of the relocation from the Premises Contractor is then occupying and the space to which Contractor is being relocated, and Contractor shall surrender the Premises Contractor is then occupying in accordance with the provisions of this Section on or before the stated effective date. In accomplishing such relocation, HFC and Contractor shall reasonably cooperate with one another, and consult with one another in good faith, so as to reduce or limit, insofar as reasonably practical, the effects of the necessary disturbance or disruption of the Services.

2.8 Contractor shall abide by the Office Space Rules and Regulations attached hereto as **Exhibit "B"** and made a part hereof by this reference. HFC, in its sole discretion, shall have the right to establish additional, equitable rules and regulations applicable to all office space occupants and to adopt amendments to the same from time to time for the proper and efficient operation and/or maintenance of common areas of GRBCC or any portion thereof. All rules and regulations shall be applicable to and enforced against all office space occupants of GRBCC in a uniform and non-discriminatory manner.

3.0 Payment and Term

3.1 As used in this Agreement, the term "Gross Receipts" shall mean the aggregate amount billed for the Services, whether collected or uncollected by Contractor, but excluding applicable taxes. The term "Applicable Percentage" shall mean the following percentages of the Gross Receipts due and payable to HFC: **[TBD]**.

3.2 On or before the fifth day of each calendar month the Agreement is in effect, Contractor shall submit to HFC a detailed report showing all Gross Receipts attributable to the preceding calendar month, the Applicable Percentage due and payable to HFC, and an accounting of the Special Services Fund (defined below). Such reports shall be submitted on forms approved by HFC and shall be accompanied by payment to HFC of an amount equal to the sum of the Applicable Percentage for the preceding month; provided, however, that the HFC CFO may allow Contractor an additional five calendar days (i.e., until the tenth day of one or more calendar months the Agreement is in effect) to remit such payment.

3.3 Within 10 calendar days of the Effective Date, Contractor shall submit, for review and approval, a true and correct rate schedule to HFC for the Services to be performed under this Agreement commencing on the first date of the Term (including, by way of example only, rental fees for electrical and plumbing equipment; connection fees; labor charges, with any minimum hours required; and standard equipment packages, if any) (the "Rate Schedule"). HFC reserves the right, in its sole discretion, to require Contractor to clarify or provide additional information with regard to the Rate Schedule, to the sole satisfaction of HFC, before such rates are made effective. Contractor represents that its rates for Services are and shall be competitive with similar services provided at other, comparable convention facilities.

3.4 Contractor may request that HFC allow the Rate Schedule to be adjusted during the Term by submitting a true and correct copy of any proposed adjustment in writing to HFC; provided, however, that HFC reserves the right, in its sole discretion, to approve, deny, or to require Contractor to clarify or provide additional information with regard to the Rate Schedule, to the sole satisfaction of HFC, before such rates may be made effective.

3.5 In addition to the Applicable Percentage, Contractor agrees to and shall dedicate 2% of Gross Receipts for each month during the Term to a special fund for Services maintained by Contractor and utilized as directed by HFC in accordance with the provisions of this Section (the "Special Services Fund"). HFC may direct Contractor in writing to perform Services at the Facilities for sponsored or special events designated by HFC in its sole discretion; Contractor agrees that the at-cost value of such Services shall be deducted from the Special Services Fund. At the expiration or termination of this Agreement, or upon written request from HFC during the Term, Contractor shall remit to HFC all funds remaining in the Special Services Fund within thirty (30) calendar days. For the avoidance of doubt, the parties acknowledge and agree that the Special Services Fund shall not be used for general procurement, capital projects or other public works projects of a municipality.

3.6 The term of this Agreement shall begin on **July 1, 2021** and end on **June 30, 2026** ("Term"). HFC may, in its sole discretion, extend the Term by up to an additional six calendar months, on the same terms and conditions as set forth herein, by notifying Contractor in writing of such extension.

4.0 Insurance

4.1 Insurance Requirements. With no intent to limit Contractor's liability under the indemnification provisions hereof, Contractor shall provide and maintain, and shall require its contractors and subcontractors to maintain, for the full duration of the Term, including any extension thereof, at least the following insurance and available limits of liability:

- a. Commercial General Liability, including broad form coverage, contractual liability, bodily injury/death, and property damage in amounts not less than \$1,000,000 each occurrence and \$2,000,000 aggregate;
- b. Automobile Liability, with a combined single limit of \$1,000,000 per occurrence;

- c. Workers' Compensation with statutory limits (Contractor shall not self-insure for Workers' Compensation); and
- d. Employer's Liability, with limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee.

4.2 Additional Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must include an additional insured endorsement in favor of HFC and the City of Houston on the original policy and all renewals or replacements during the term of this Agreement.

4.3 Waiver of Subrogation. Each policy must contain an endorsement approved by HFC waiving any claim or right in the nature of subrogation in favor of HFC and the City of Houston on the original policy and all renewals or replacements during the term of this Agreement.

4.4 Rating. The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or shall be an eligible non-admitted insurer in the State of Texas and have an A.M. Best's rating of at least A- with a financial size category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

4.5 Premiums and Deductibles. Contractor shall be solely responsible for payment of all insurance premiums hereunder. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for same against HFC, its officers or employees.

4.6 Primary Insurance. Each policy hereunder, except Workers' Compensation, shall be primary and noncontributory to any other policies of insurance which may be available to HFC with respect to claims arising in connection with this Agreement.

4.7 Certificates of Insurance. Contractor shall deliver a certificate of insurance evidencing all of the policies, endorsements and requirements set forth in the Agreement within 10 calendar days of the Effective Date and annually thereafter. Neither the issuance of any insurance policy required under this Agreement nor the minimum limits specified herein shall be deemed to limit or restrict in any manner that liability of Contractor under or out of this Agreement and Contractor shall be liable for any loss, damage or liability suffered or incurred by HFC as the result of the failure of Contractor to maintain or cause to be maintained the types or amounts of insurance required to be maintained under this Agreement.

4.8 Subcontractor Insurance. Contractor shall ensure that its contractors of any tier provide insurance of the types and amounts commensurate with the foregoing requirements, except that Commercial General Liability limits of \$1,000,000 per occurrence with a \$2,000,000 and Automobile Liability limits of \$1,000,000 per occurrence.

5.0 Limitation of Liability

5.1 Release. **CONTRACTOR AGREES TO AND HEREBY DOES RELEASE HFC, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY CONTRACTOR UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED IN PART BY THE NEGLIGENCE OF HFC CONCURRENTLY WITH CONTRACTOR.**

5.2 Indemnification. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW,**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS, (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) (COLLECTIVELY, "CLAIMS") FOR INJURY, DEATH, DAMAGE, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS CAUSED BY OR RELATING TO CONTRACTOR AND/OR ITS ANY IF ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "CONTRACTOR'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE (EXCLUDING CLAIMS CAUSED BY THE SOLE OR GROSS NEGLIGENCE OF INDEMNITEES); AND ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS BROUGHT AGAINST INDEMNITEES BY CONTRACTOR'S PERSONNEL AND/OR GOVERNMENT AGENCIES ARISING FROM, RELATING TO, OR INVOLVING SERVICES OF CONTRACTOR'S PERSONNEL UNDER THIS AGREEMENT.

5.3 Limitation of Liability. HFC SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (DIRECT OF INDIRECT) AND LOST REVENUES HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF HFC HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.

5.4 Notice of Claims. If HFC or Contractor receive notice of any claim or circumstances that could give rise to an indemnified loss, then the receiving party shall give written notice to the other party within 30 calendar days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30 calendar day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

5.5 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFC. Within 10 calendar days after receiving written notice of the indemnification request, Contractor must advise HFC as to whether or not it will defend the claim. If Contractor does not assume the defense, then HFC may assume and control the defense, and all defense expenses constitute an indemnification loss.

5.6 Continued Participation. If Contractor elects to defend the claim, HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of HFC, unless it would result in injunctive relief or other equitable remedies or otherwise require the Indemnitees to comply with restrictions or limitations that adversely affect the Indemnitees; require the Indemnitees to pay amounts that Contractor does not fund in full; or does not result in the Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the

settlement.

6.0 Default and Termination

6.1 **Default.** Contractor shall be deemed to be in default under this Agreement due to the occurrence of any of the following events: (a) Contractor fails to perform or observe any material term, condition or requirement under this Agreement; (b) Contractor, or any employee, agent, contractor, or subcontractor of Contractor, violates applicable law in connection with the performance of the Services; (c) Contractor becomes insolvent; (d) All or substantial part of Contractor's assets are assigned for the benefit of its creditors; (e) A receiver or trustee is appointed for Contractor; or (f) Contractor assigns this Agreement without the prior written consent of HFC.

6.2 **Remedies.** If default by Contractor occurs, then HFC shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, HFC shall have the right, but not the obligation, to cure or cause to be cured on behalf of Contractor any such default, and Contractor shall pay HFC on demand all costs and expenses incurred by HFC in effecting such cure, in addition to all actual damages, losses, costs or expenses incurred by HFC as a result of such default by Contractor.

6.3 **Termination for Convenience.** HFC reserves the right to terminate this Agreement for convenience at any time by giving 30 calendar days' written notice to Contractor. The right of HFC to terminate this Agreement for convenience is cumulative of all rights and remedies that exist now or in the future. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the service performed under this Agreement up to the termination date. HFC shall then pay the fees to Contractor for Services actually performed, but not already paid for. **TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE SOLE AND EXCLUSIVE REMEDIES OF CONTRACTOR FOR TERMINATION FOR CONVENIENCE BY HFC, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED HEREIN), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION OF THIS AGREEMENT BY HFC FOR CONVENIENCE.**

6.4 **Termination by Contractor.** Contractor may terminate this Agreement only if HFC defaults and fails to cure the default after receiving written notice thereof. Default by HFC occurs if HFC fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor seeks to terminate the Agreement, then Contractor must deliver a written notice to HFC describing the default and proposed termination date. Such date must be at least 90 days after HFC receives notice. If HFC cures the default before the proposed termination date, then the proposed termination date is ineffective. If HFC does not cure the default before the proposed termination date, then Contractor may terminate this Agreement upon 30 days' notice to HFC and may seek any remedy available under applicable law, subject to the provisions and limitations of this Agreement.

6.5 **Remedies Cumulative.** The rights and remedies of HFC under this Agreement shall be cumulative. HFC shall have and may exercise all other rights and remedies not inconsistent herewith as provided under applicable law, or in equity. No exercise by HFC of one right or remedy shall be deemed an election, and no delay by HFC shall constitute a waiver, election or acquiescence to any default, breach, violation, or non-performance by Contractor.

7.0 Required Provisions

7.1 Diversity Program. Contractor shall make good faith efforts to award subcontracts equal to **30%** of the value of this Agreement to certified, diverse suppliers of good and services in accordance with the Diversity Program established by HFC, which is made a part hereof for all purposes. Contractor shall disclose to HFC the manner and extent to which it has made good faith efforts to achieve such goal and submit reports on forms provided by HFC with each invoice, or as directed by HFC.

7.2 Drug Testing. It is the policy of HFC to achieve a drug-free workforce and workplace; Contractor shall comply with this policy and shall subject its employees to drug testing if there is a reasonable suspicion that the employees may be abusing drugs or alcohol while working in a Facility. Prior to their employment by Contractor, all personnel performing Services under this Agreement on a routine basis shall be drug tested by Contractor, as a Reimbursable Expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted by Contractor, as a Reimbursable Expense. Any employee or applicant testing positive for drugs or alcohol shall not be permitted to perform Services for HFC under this Agreement. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractor, including its employees, agents and subcontractors, is prohibited at the Facilities.

7.3 Background Checks. Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, as a Reimbursable Expense, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of dismissals and reasons, if any, and level of education. Background checks shall be conducted in accordance with EEOC regulations, as may be amended from time to time. Upon request by HFC, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Term and at any other time deemed necessary by HFC throughout the Term. Failure to strictly comply with this requirement is grounds for immediate termination of the Agreement.

7.4 Environmental Laws. Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations (“Environmental Laws”). Contractor shall promptly reimburse HFC for any fines or penalties levied against HFC because of Contractor’s failure to comply with Environmental Laws. Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Facilities except in strict compliance with the Environmental Laws. “Hazardous Materials” means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable Federal, State, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease lubricants or any ignitable or hazardous liquids, materials, or substances in the storm sewer system or sanitary sewer system or elsewhere on HFC property in violation of the Environmental Laws. Contractor shall provide a Safety Data Sheet for each and every Hazardous Material used in performance of the work on HFC property as required under the Environmental Laws.

7.5 Sponsorship and Advertising. Contractor shall not display or permit to be displayed any advertisement or sponsor information at the Facilities without prior written approval from HFC. The term “sponsor information” includes any third-party name, logo, brand, symbol, motto, trademark, service mark, or any other indicia of service, product and/or corporate identification. Contractor shall not enter into any advertising or sponsorship agreements in connection with this Agreement or otherwise related to the Facilities, including but not limited to sponsoring or supporting an event, HFC licensee, or Facility user for consideration or name/brand promotion without prior written consent of HFC, as determined by HFC in its sole discretion. Contractor shall not display or use the name, logo,

trademark or service mark of HFC in any manner without prior written permission from HFC. This Agreement shall not be construed to restrict or otherwise affect the right of HFC to use third party services (including but not limited to competitors of Contractor) or enter into agreements relating to advertising or sponsorship in any manner.

8.0 Miscellaneous Provisions

8.1 **Record Inspections and Audits**. HFC shall have the right to examine and review all books, records and billing documents held by Contractor, including its subcontractors and agents, which relate to performance of Services or payment under this Agreement, upon at least 48 hours' notice. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement expires or terminates. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations. Any discrepancies identified in connection with any such audit shall be corrected by the Contractor within 30 calendar days, and Contractor shall provide HFC a written explanation for each discrepancy, remit any amounts owed to HFC, and take corrective action within such time.

8.2 **Confidentiality**. Contractor agrees to and shall hold all Confidential Information in strict confidence and protect it with the same degree of care with which the Contractor protects its own confidential information, but in any event with no less than a commercially reasonable standard of care. Contractor agrees that use of Confidential Information shall be limited to purposes necessary to fulfill its service obligations hereunder. Contractor shall not take for itself or divert to a third party any corporate opportunity arising out of this Agreement or discovered otherwise through the use of Confidential Information. As used herein, the term "Confidential Information" shall mean any information relating to the business, operations, plans, accounts, clients, leases, licenses, finances, or assets of HFC (whether oral or written, and whether in electronic or other form) disclosed to Contractor or learned or developed by Contractor in connection with the performance of the Services. Contractor shall not assert, and hereby irrevocably waives, any right to confidentiality or proprietary interest with regard to any content of this Agreement.

8.3 **Force Majeure**. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by an occurrence of Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean fires, floods, hurricanes, tornadoes, explosions, war, terrorism, and the acts of a superior governmental or military authority. The term Force Majeure does not include strikes, slowdowns or other labor disputes; changes in general economic conditions, such as inflation, interest rates, economic downturn, or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Relief is not applicable unless the affected party uses due diligence to remove the Force Majeure as quickly as possible and provides the notice describing the actual delay or non-performance incurred within 20 calendar days after the Force Majeure ceases. An occurrence of Force Majeure shall not extend the Term. Without limiting the foregoing, HFC further reserves the right, due to an occurrence of Force Majeure or other cause beyond the control of HFC, to suspend performance by Contractor at one or more Facilities for such period of time as HFC may determine in its sole discretion, and Contractor acknowledges and agrees that the Management Fee and other fees for Services or other payments of any kind or type shall abate for the duration of such period. **CONTRACTOR AGREES TO AND SHALL WAIVE ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSS OR OTHER DAMAGES RESULTING FROM SUSPENSION OF SERVICES OR TERMINATION OF THIS AGREEMENT DUE TO FORCE MAJEURE, EXCEPT FOR AMOUNTS DUE HEREUNDER UP TO THE TIME SERVICES WERE SUSPENDED OR TERMINATED.**

8.4 **Notices**. Notices to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt (or electronic return receipt) requested, Federal

Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.5 Independent Contractor. HFC and Contractor agree that they do not intend to form, and this Agreement shall not be construed as creating, a partnership or joint venture under any circumstances. Neither party hereto shall have any authority, in any manner or to any extent, to bind the other party. With respect to each other, the parties shall be independent contractors for all purposes.

8.6 Venue and Laws. Contractor shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect performance by Contractor hereunder. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Any litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

8.7 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

8.8 No Liens or Encumbrances. Contractor shall keep the Facilities free and clear of all liens and encumbrances resulting from any action of Contractor or in connection with the Services.

8.8 Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

8.9 Survival. The parties shall remain obligated to each other under all clauses of this Agreement that expressly or by their nature extend beyond the expiration of the Term or termination of the Agreement.

8.10 Assignment and Severability. Contractor shall not assign this Agreement in whole or in part without the prior written consent of HFC. HFC reserves the right to assign this Agreement in whole or in part, including any or all rights granted hereunder, at any time upon written notice to Contractor. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

8.11 Entire Agreement. This Agreement, including the Exhibits attached hereto, represents the entire and integrated agreement between HFC and Contractor with regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between the Agreement and the Exhibits, this Agreement shall control and prevail. This Agreement may not be altered or amended except in a writing executed on behalf of HFC and Contractor.

[Signature page to follow in final Agreement]

EXHIBIT "A"

SCOPE OF SERVICES

Contractor agrees to and shall provide all labor, supervision, materials, equipment, tools, machinery, transportation, insurance, fuel, and other goods and services reasonable and necessary to provide the Services promptly upon request from Facility users, in accordance with this Scope of Services ("Services").

I. Services and Labor

1.1 Contractor has the right, duty and obligation to provide the Services at the GRBCC on an exclusive basis on behalf of HFC, its sublessees and licensees, their exhibitors, and other users in the manner and to the extent provided in this Agreement.

1.2 Contractor shall employ an experienced manager ("Project Manager"), who shall use and occupy a portion of the Premises as his or her primary business office, to ensure the safe and effective performance of the Services. Contractor represents that such Project Manager shall supervise all aspects of the Services and is authorized to represent and act for Contractor in matters pertaining to this Agreement. The Project Manager shall be dedicated exclusively to the services required by this Agreement. Any change of Project Manager is subject to the prior written notice to HFC.

1.3 Contractor shall actively market, promote and sell the Services to actual and potential licensees, exhibitors and other users of GRBCC.

1.4 Contractor shall direct its Project Manager to participate in convention and trade association events attended by present, future or potential licensees of GRBCC (e.g., IAEE, ASAE, TSAE, PCMA, et al.).

1.5 Whenever requested by HFC, Contractor shall send a knowledgeable representative familiar with both the Services and GRBCC to participate in site visits, pre-convention meetings, and other pre-event planning meetings as needed.

1.6 Contractor represents and warrants that at least one representative familiar with both the Services and GRBCC is available immediately by phone, email, and text message daily to address inquiries and leads Monday through Friday from at least 8:00 a.m. to 8:00 p.m. (excluding holidays). Outside of such times, Contractor guarantees an inquiry-specific response within 24 hours, with a direct and immediate contact made available to HFC for use in the event of an emergency at all times.

1.7 Contractor shall independently negotiate and prepare order forms and/or contracts for the Services, subject to any conditions, restrictions or obligations set forth in this Agreement.

1.8 Contractor shall produce and provide, in reasonable quantity for any printed items, promotional materials pertaining to the full spectrum of Services available at GRBCC at no cost to HFC.

1.9 Contractor shall employ a full-time master electrician. Contractor shall further ensure that journeyman electricians, plumbers, apprentices, and other personnel are on-site at the Facility in sufficient quantity at all material times during which Contractor's equipment is or may be used, so as to remedy (or avoid) misuse/malfunctioning and promptly resolve known errors to the maximum extent practicable and provide the Services in a safe, professional and efficient manner.

1.10 Contractor shall, at its sole cost and expense, provide its personnel with radios compatible with

frequencies used by HFC in sufficient quantity to ensure uninterrupted communication during such times.

1.11 Contractor shall require all of its permanent and temporary personnel performing Services under this Agreement to obtain an Exhibition Services and Contractors Association Worker Identification System badge at Contractor's sole cost and expense, to be worn at all times while at a Facility.

1.12 Contractor shall ensure its personnel wear a standardized uniform, including the Contractor's name and logo at its sole cost and expense.

1.13 If HFC requires Services in support of HFC events or HFC sponsored-events at the Facilities, then Contractor shall provide such Services at no charge, save and except actual charges incurred by Contractor for equipment rental and/or labor, which shall be paid by HFC, at its option, in response to an invoice from Contractor or through a reduction in the Special Services Fund described herein.

1.14 HFC may elect to waive all or any portion of the Applicable Percentage for select national conventions, travel and meeting-industry events, major sports-related events, and other events expected to have a significant economic impact on the greater Houston Area, as determined by HFC in its sole discretion. In the event HFC makes such election, Contractor represents that it shall reduce its pricing to the designated GRBCC user by an amount equivalent to the HFC-elected reduction of the Applicable Percentage.

1.15 Contractor may elect, in its sole, but commercially reasonable discretion (including, for the avoidance of doubt, under the terms of a regional, national or multi-year contract with a third party), to waive all or any portion of the cost to users for its Services; provided, however, that Contractor shall pay HFC the Applicable Percentage for such Services based on the approved Rate Schedule then in effect, notwithstanding any such contractor-elected reduction or discount.

1.16 Contractor shall work cooperatively with other service contractors at the Facilities, including outside contractors hired by Facility users to produce their event, and agrees to provide same with any Services they may request in accordance with the then-current Rate Schedule, or as provided otherwise herein.

II. Equipment

2.1 Contractor shall procure and maintain, at its sole cost and expense, a commercially-reasonable inventory of high-quality equipment/supplies necessary to perform the Services (including, by way of example and not limitation, electrical wire, receptacles, floodlights, rubber hoses, pumps, faucets, attachments, portable transformers and generators, personnel carts, air hoses, and water hoses) in sufficient quantity to service multiple, simultaneous events at GRBCC. Contractor shall store such equipment within the Premises or at a secure storage location, controlled by Contractor, located within 25 miles of GRBCC.

2.2 Contractor shall continuously inspect and test its inventory of equipment/supplies for indicia of excessive wear, fraying, malfunction, or other damage or defects and shall prevent use of same at the Facilities in any manner. Contractor shall promptly repair or replace excessively worn, malfunctioning, damaged, defective, vandalized, lost, or stolen equipment/supplies at no cost or expense to HFC.

2.3 Contractor shall periodically acquire new equipment to reflect technological advancements, increase sales and respond proactively to user demand.

2.4 Contractor shall label its equipment in a durable manner so as to ensure clear identification of

ownership.

2.5 Upon request from HFC, Contractor shall promptly provide a then-current list of all Contractor equipment stored in the Premises.

2.6 At the end of each event, Contractor represents and warrants it shall promptly remove its equipment/supplies from event areas (and/or common areas) and return same to storage within the Premises or off-site as appropriate.

III. Safety

3.1 Contractor shall have the right and affirmative obligation to refuse to connect any machinery, device or other equipment exceeding GRBCC specifications, or if Contractor deems any such equipment to be unsafe in its reasonable discretion.

3.2 Electrical equipment used by Contractor shall be UL-approved and compliant with and all standards imposed by applicable law.

3.3 If Contractor observes or becomes aware of any excessive wear or failure of facility-affixed electrical or plumbing systems at GRBCC, then Contractor shall promptly notify HFC in writing.

3.4 Contractor shall be responsible for maintaining and repairing utility boxes and temporary disconnect panels throughout the GRBCC, including, but not limited to, the monitoring of utility box covers, and the repair or replacements of problems or damage (e.g., blown fuses, defective or inoperable valves, broken terminal blocks, etc.).

3.5 Contractor shall ensure that electrical extension cords are wire grounded type and of the proper gauge for the equipment or application.

3.6 All utility connections made by Contractor shall be made in accordance with best industry practices.

3.7 Contractor shall secure cables using best industry practices. Contractor shall arrange cables, hoses and other utility connections to avoid crossing walkways, creating trip hazards, exposure to moisture or the elements, or physical damage.

3.8 As a safety precaution in areas accessible by Facility users or the public, Contractor shall be responsible for the placement and removal of warning and hazard signs during the performance of its Services.

3.9 If Contractor observes unsafe or hazardous utility connections made by anyone at GRBCC, then Contractor shall use all reasonable efforts to resolving such incidents and immediately inform the event manager or Facility Manager if necessary.

EXHIBIT "B"

OFFICE SPACE RULES AND REGULATIONS

Contractor agrees to and shall abide by these Office Space Rules and Regulations for the duration of the Term, including any extension thereof. Terms capitalized herein, but not defined herein, shall have the meaning ascribed to them in the foregoing Agreement. In the event of a conflict between such Agreement and any provision of these Office Space Rules and Regulations, the Agreement shall control and prevail.

1. Contractor shall take all reasonable measures to protect the carpet at HFC facilities and shall use Masonite® or Visqueen® when moving equipment or supplies in carpeted areas.
2. Golf carts, Cushman® utility vehicles, Segway® vehicles, bicycles and similar transportation devices are prohibited in carpeted areas of HFC facilities.
3. Sidewalks, halls, passages, exits, entrances, elevators, loading docks, sky bridges, and stairways at HFC facilities shall not be blocked or obstructed by Contractor.
4. Deliveries and the movement of freight/equipment shall be through loading docks, freight doors and freight elevators designated by HFC; the main lobbies, sky bridges, escalators, and passenger elevators shall not be used for such purposes. Additionally, HFC reserves the right to limits or restrict the hours during which such activities may occur.
5. Contractor shall maintain the Premises in a clean and orderly fashion.
6. The Premises shall not be used for lodging. No cooking or meal preparation shall be permitted in the Premises, except for approved microwave ovens and equipment for brewing coffee, tea and hot beverages.
7. No sign, logo, placard, picture, name, advertisement, or notice visible from the exterior of the Premises shall be inscribed, painted, affixed or otherwise displayed by Contractor without the prior written consent of HFC.
8. Contractor shall not use any method of heating or air conditioning in the Premises other than that supplied by HFC.
9. Contractor shall use utilities in the Premises sparingly and efficiently (e.g., turn lights and power off when not in use).
10. Contractor shall ensure that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Contractor personnel leave the Premises.
11. Restrooms, toilets, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne exclusively by Contractor.
12. Contractor shall not offer, sell or permit the sale of newspapers, magazines, periodicals, drinks, snacks, sundries, theatre/travel tickets, or similar merchandise to the general public in the Premises or HFC facilities.

13. Unless otherwise explicitly provided in the Agreement, Contractor shall not install any radio, television or other data transmission antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of HFC facilities.
14. Contractor shall not use occupy or permit any portion of the Premises to be used or occupied for the storage, manufacture, or sale of alcohol or tobacco.
15. Contractor shall not store any hazardous materials, including biohazards, in the Premises. Contractor shall not store gasoline, propane, kerosene, or other flammable or combustible fluids in the Premises.
16. Contractor agrees to pay HFC a reasonable charge for any keys Contractor may need to access HFC facilities, including the Premises, and shall be liable for the cost of re-keying appropriate locks in the event any such key is lost or stolen.
17. Contractor's personnel shall enter and exit HFC facilities through access locations approved by HFC, except during an emergency.
18. HFC shall have the right, excusable without notice and without liability to any Contractor, to change the name or street address of an HFC facility or any portion thereof.
19. Smoking is prohibited inside HFC facilities, including the Premises, and within 15 feet of any entry/exit door. Contractor shall comply with all City of Houston workplace smoking ordinances and regulations, as may be amended from time to time.
20. Contractor shall not request any HFC employee to perform any work or do anything outside of their regular duties, except as necessary during an emergency, without the prior written consent of HFC.
21. Contractor shall comply with the Parking Facility Rules and Regulations and other restrictions and regulations concerning the use of HFC facilities as HFC may impose from time to time.
22. Contractor acknowledges that pandemic mitigation procedures throughout the Term, such as pre-admission screening, self-assessment questionnaires, temperature checks, social distancing, personal protective equipment, (e.g., face masks), and other measures may be necessary for the health and safety of attendees, personnel and the general public. Contractor agrees to and shall communicate and enforce appropriate pandemic mitigation procedures to its employees, agents, contractors, licensees, and invitees. HFC reserves the right, but does not assume the obligation, to require one or more such procedures as a condition of entering, occupying, or otherwise using the Facility.
23. These Office Space Rules and Regulations are in addition to and shall not be constructed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provision of any lease, sublease, or license to use and occupy any portion of HFC facilities.