



BOARD OF DIRECTORS MEETING
Crowne Plaza Hotel – St. Louis Downtown
Friday, January 17, 2014
10:30 am

AGENDA

Call to Order

Welcome and Introductions

Roll Call

Approval of Previous Minutes

San Diego – November 14, 2013

San Diego – November 16, 2013

Teleconference Call – November 27, 2013

Executive Reports

President

Ed Barry

Vice President

James Jenkins

Secretary

Bruce Gros

Treasurer

David Hill

Trustees Chair

Ray Ostmann

Administrative Assistant

Tommy Channel

Corporate Auditor

Jabby Lowe

Standing Committees

Membership	–	Larry Lindstrom
Bylaws	–	Benjamin Avant
Rodeo Rules	–	
Community Outreach–Fundraising–Royalty	–	2014 Black Sashes
Budget	–	David Hill
Public Relations	–	Brian Helander
Marketing	–	
Nominating	–	Frank Mazzo
Dance Competition Rules	–	Brian Helander
Finals Rodeo	–	Dan Nagel
Women’s Outreach	–	Kami Boles
IGRA University	–	Patrick Terry
Annual Convention	–	Larry Lindstrom
Hall of Fame	–	Roger Bergmann
Arena Directors	–	Heather Murray
Chute Coordinators	–	Jay Beck
Judges	–	Michael Lentz
Auditor, Secretary, Scorekeepers	–	Ron Trusley
Association Presidents	–	Bruce Roby

Ad Hoc Committees

Animal Issues & Concerns	–	Kelly Peebles
Archives	–	Brian Rogers
Gay Games	–	Judy Munson
Health & Safety	–	Amy Griffin
Information Systems	–	Larry Lindstrom
Joint Certification	–	Randy Edlin
Social Media	–	Kole Hillman

Old Business

Disciplinary Processes Resolution
2014 Records Retention and Disposition Direction

New Business

Appointment of Corporate Auditor
IGRA Communications to Member & Recognized Associations
WGRF 2014 Arena Contract

Announcements

CGRA, TGRA, GSGRA, AGRA, OGRA, MGRA, NMGRA, NSGRA,
DSRA, ASGRA, NGRA, ILGRA, ARGRA, MIGRA, RRRRA,
GWGRA, FGRA, SCCGRA, IAGRA, LSGRA, SGRA, CSGRA

Adjournment

MINUTES

The regular quarterly meeting of the International Gay Rodeo Association (IGRA) was held on Friday, January 17, 2014 at 10:45 am at the Crowne Plaza Hotel St. Louis Downtown; the President being in the chair and the Secretary being present. The minutes of the November 14, 2013 meeting and the November 27, 2013 teleconference meeting were approved as read and the minutes of the November 16, 2013 meeting were approved as corrected.

The following board members and guests were present. Quorum was established at 65%.

President	Ed Barry	Admin. Assistant	Tommy Channel
Vice President	James Jenkins	ARGRA	Judy Davidson
Secretary	Bruce Gros	ASGRA	Frank Harrell
Treasurer	David Hill	CGRA	Larry Lindstrom
AGRA	Ron Trusley	CGRA	Patrick Terry
ARGRA	Janie Van Santen	CGRA	Robert Thurtell
ASGRA	Tom Lott	CSGRA	Red Hodeo
CGRA	John Beck		
DSRA	Jacky Green		
FGRA alternate	Todd Garrett		
GSGRA	Bruce Roby		
GWGRA	Ray Ostmann		
IAGRA alternate	Angela Parker		
MGRA	Kenneth Hall		
NGRA	Guy Puglisi		
NMGRA	Brian Helander		
NSGRA	A.J. Vawter		
OGRA alternate	Jeff Germany		
TGRA	Mark Gurrola		

Executive Board Reports.

President. Ed Barry reported that several appointments still are needed to complete committee assignments. He gave an overview of the status of our contract with Anheuser-Busch. He also announced that the Executive Board of Directors will meet later today.

Vice President. James Jenkins reported on the outlook for the year for the IGRA Royalty Team and preparations for IGRA Dance Competition.

Janie Van Santen moved to permit use of the IGRA logo and IGRA Royalty logo on the “Road Kill Chuck Wagon Tour” promotional posters. Following discussion the motion passed on a voice vote.

Secretary. Bruce Gros submitted a written report, a copy of which is attached, with one action item.

Treasurer. David Hill reported on the year end 2013 financials.

Trustees Chair. Ray Ostmann reported that the Board of Trustees will meet following the board meeting. While there are no EPRBs on the agenda, there will be a short EPRB meeting to consider minutes of the previous meeting.

Administrative Assistant. Tommy Channel reported on the insurance proposal from Kaliff and reviewed the point system and optional D&O coverage.

David Hill moved to engage Kaliff Insurance at the proposed rate for 2014 and approve the corrected point system methodology. Following discussion the motion passed on a voice vote.

Corporate Auditor. Bruce Gros read the report for year ending 2013 submitted by Jabby Lowe, a copy of which is attached.

Standing Committee Reports.

Community Outreach. Katrina Davenport and Jeff Germany reported the selection of the National LGBT Cancer Network (www.cancer-network.org) and the Gay & Lesbian Rodeo Heritage Foundation (www.glrhf.org) by the IGRA Royalty Team as the proposed charity partners for 2014.

The committee recommendation to approve the 2014 charities passed on a voice vote.

Budget. David Hill reported that the 2014 budget approved at Convention will have proposed changes based on adjustments to the anticipated results from the Rodeo at Gay Games 9.

Public Relations. Brian Helander gave a brief report.

Finals Rodeo. Deferred till after lunch.

Mark Gurolla moved to approve an additional \$2318.00 premium to purchase a rider for a higher liability limits rider for WGRF and TGRA. Following discussion the motion passed on a voice vote. TGRA has committed to paying their portion of the extended coverage.

IGRA University. Patrick Terry reported on University and introduced guests from the Crowne Plaza Hotel.

Convention 2014. Larry Lindstrom reported on progress for Convention 2014 and presented a Preliminary Schedule and listing of Sponsorship Opportunities, a copy of which is attached.

The meeting recessed at 12:45 p.m. for lunch and reconvened at 2:03 p.m.

Ad Hoc Committee Reports.

Gay Games. Brian Helander reported on behalf of Judy Munson.

Brian Helander moved to approve the revised Gay Games 9 budget. Following discussion the motion passed on a voice vote.

The committee recommendation to approve August 10 and 11, 2014 as the dates for the Rodeo at Gay Games 9 passed on a voice vote.

Disciplinary Processes. Ed Barry will appoint the Chair and specific members to the committee by the board meeting in Oklahoma City. Anyone wishing to serve should contact him.

The meeting recessed at 2:22 p.m. for the Executive Board of Directors Meeting and reconvened at 2:35 p.m.

Standing Committee Reports.

Finals Rodeo. Dan Nagel report on progress for planning WGRF.

Bruce Gros moved to approve the proposed WGRF contract, a copy of which is attached. The motion passed on a voice vote.

New Business

2014 Corporate Auditor. David Hill moved to approve Jabby Lowe as the IGRA Corporate Auditor. The motion passed on a voice vote.

IGRA Communications to Associations. The Secretary will consult with the Trustees Chair, Trustees Division Vice-Chairs, and Association Presidents Chair to consider methods to supplement communications.

University 2015. Proposals will be sought and the matter will be placed on the May Board of Directors meeting agenda for action.

IGRA Website. Don Harris, Larry Lindstrom, and Gene Fraikes will work to update links in the website.

Records Retention Policy. Bruce Gros moved that the policy as previously approved by the Executive Board of Directors, a copy of which is attached, remain in force. Motion passed on a voice vote.

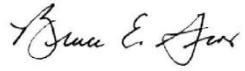
Announcements

Judy Munson has been selected as Rodeo Director for Rodeo at Gay Games 9.

Announcements were made by representatives of the various Associations.

Brent Rosinski presented a proposal on behalf of NGRA to host WGRF 2015. Clarification of the proposal was requested for the May Board of Directors meeting at which this and other proposals will be considered for action.

There being no further business appearing, the chair adjourned the meeting at 3:33 pm.

A handwritten signature in cursive script that reads "Bruce E. Gros".

Bruce E. Gros, IGRA Secretary

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FGRA ALTERNATE FOR U... (4461)

Reply

IGRA BOD

Private Group, 28 members

jtyoung1968

Jan 16

[View Source](#)

Trustee chair,

This is letting the trustees know that Todd Garrett will be our alternate for the board meeting at university this Friday January 17th. He is a member in good standing and only will be alternate for infra university weekend.

Sincerely,
James t. Young
Fgra trustee

Sent from my Verizon Wireless 4G LTE Smartphone

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ILGRA Trustee announcement (4453)

Reply

IGRA BOD

Private Group, 28 members

stamen63

Jan 12

[View Source](#)

Good afternoon,

Effective this afternoon, I have resigned as The Illinois Gay Rodeo Association s Trustee.

Respectfully,

Steve Schultz

Sent from Samsung tablet

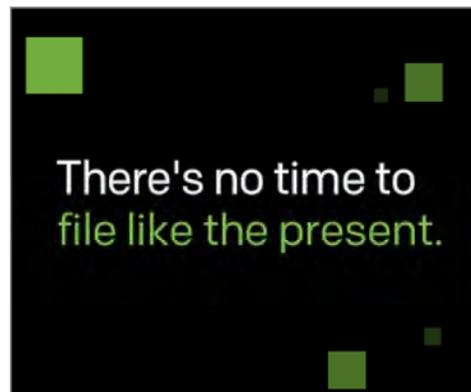
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Re: [IGRABOD] SGRA Altern... (4463)

Reply

IGRA BOD

Private Group, 28 members

cowbyup98...

Jan 17

[View Source](#)

Jeff Germany will be alternate trustee for OGRA this weekend, he is a member in good standing.

Thanks and have fun.

Paul Boyd
OGRA Trustee

Sent from my iPhone

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Hello Bruce and Ray,

I became aware this evening that an SGRA Member will be in attendance for the Friday Board and Trustee meetings [Friday January 17, 2014](#).

Please accept this letter appointing Jeanine Pardee as the Alternate Trustee for SGRA [from Friday January 17 thru Sunday January 19, 2014](#).

I apologize for not being able to send notification earlier and understand she may not have Lunch provided due to this late notification.

Sincerely,

Chuck Browning - SGRA Trustee

Sent from my iPhone

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SGRA Alternate Trustee for J... (4462)

IGRA BOD

Private Group, 28 members

SGRA & IGRA

Jan 16

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Hello Bruce and Ray,

I became aware this evening that an SGRA Member will be in attendance for the Friday Board and Trustee meetings [Friday January 17, 2014](#).

Please accept this letter appointing Jeanine Pardee as the Alternate Trustee for SGRA [from Friday January 17 thru Sunday January 19, 2014](#).

I apologize for not being able to send notification earlier and understand she may not have Lunch provided due to this late notification.

Sincerely,

Chuck Browning - SGRA Trustee

Sent from my iPhone

[Reply](#)

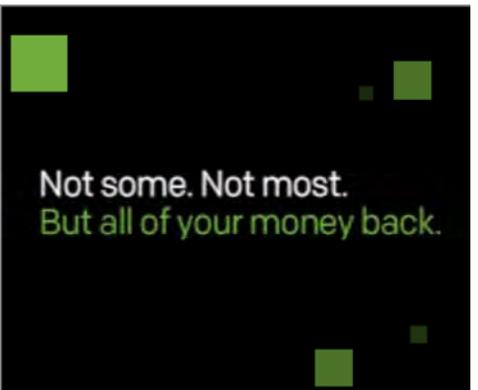
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Bruce



Mail

Board of Directors Meeting
January 17, 2013
IGRA Secretary's Report

Actions of the Executive Board of Directors

The following actions taken by the Executive Board of Directors are required to be reported to the Board of Directors:

- December 24, 2013 – On motion by Scotty Shadix, voted by email to purchase two used projectors from ASGRA Trustee Tom Lott at a cost of \$700.

Implementation of Convention Revisions

Thanks principally to the efforts of Larry Lindstrom, immediate Past IGRA Secretary, Bylaws, Standing Rules, Rodeo Rules, Resolutions and Exhibits changes have been updated, reviewed, and posted. The 2014 Rodeo Rule Book has been printed and delivered, and will be made available to contestants at no cost. Board of Directors and Committee Chairs listings have been updated, with some revisions or appointments still needed, and posted. Certified Officials listings have been updated, reviewed and posted.

IGRA Corporate Records

It is time for the annual review of our Records Retention and Disposition Policy, and for all responsible parties to do their part in complying with our records policy. Officers, Trustees, Committee Chairs and other responsible individuals all have access to documents that fall within this policy. Please review the policy carefully for guidance in properly handling records under your control and respond promptly to requests for verification so the required Certificate of Destruction can be presented at the next Board of Directors meeting.

Please note the policy encompasses more than destruction of records. It also defines what records are to be maintained by IGRA. The most notable area where we are failing to obtain required documents is completed contracts. If you are responsible for executing any kind of agreement on behalf of IGRA, please submit the final signed contract for our records.

Trustees, as we begin the Rodeo Year, your help in compiling complete records of each rodeo will be appreciated, especially when I am not personally present. This includes minutes of pre- and post-rodeo meetings, sign in sheets from each meeting, rodeo checklist, contestant roll call, rodeo review request forms, injury forms, stock contractor insurance, stock contractor contract, and stock contractor review from the Chute Coordinator. If one Trustee will collect these and turn them in to the rodeo auditor, they can be included in the rodeo record as required.

Transition Notes

It is my goal as Secretary to carry out my duties effectively and timely to benefit IGRA and its Member and Recognized Associations, to assist the other Officers and Trustees in the

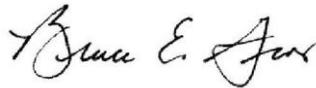
performance of their duties, and generally to be a resource to advance the goals of our organization.

To do this, I will need to draw on the experience of other organizational leaders as well as the written description of my duties. During this first year, please do not assume I have automatic knowledge of everything the Secretary does, particularly if it is not written down somewhere. If you believe there is a task that belongs to my office, please bring it to my attention before you expect it to be done. Both of us will be happier with the result.

Outside of the specific obligations of my office, if there is some way I can serve you or your Association, feel free to approach me. It will be my pleasure to know I have contributed in some way.

Action Items

The Secretary recommends that, in implementing the Records Retention & Destruction Policy adopted by the Executive Board of Directors on April 30, 2013, paper documents be shredded with a cross-cut shredder or professionally destroyed, and that electronic documents be deleted from all media and overwritten by an appropriate security utility program designed for the purpose of rendering inaccessible electronic files.

A handwritten signature in black ink, appearing to read "Bruce E. Gros". The signature is written in a cursive, flowing style.

Bruce E. Gros
IGRA Secretary

IGRA Corporate Auditor Report – 4Q2013

To: IGRA Board of Directors
From: Jabby Lowe, IGRA Corporate Auditor
Date: January 16, 2014

Members of the Board,

I have reviewed the financial statements for the period of November 1 – December 31, 2013. I was provided copies of the bank statements and the monthly financial statements, which included the balance sheet, income statement, and statement of cash flows. I was also provided a copy of the general ledger for this period and reviewed the ledger for deposit and cash expense transactions.

There were a total of 100 line item deposits/expenditures, with some items covering multiple lines. In accordance with established protocol, I selected a 10% random sample. I used the random number generator from the website, random.org, to select 10 items for review.

The IGRA Treasurer promptly provided documentation supporting all transactions in the sample. Sampled deposits and expenditures tied to the general ledger.

This is an internal review/audit, as prescribed by IGRA By-Laws and is not, nor is it intended to replace, an external independent audit that would be performed according to Generally Accepted Accounting Standards and Principals. No opinion is expressed, nor should the Board of Directors infer an opinion as to compliance with Generally Accepted Accounting Standards and Principals.

I wish to thank the board for allowing me to serve as the internal auditor for the past year.

Respectfully submitted,
Jabby Lowe, IGRA 2013 Corporate Auditor

IGRA Board of Directors Meeting
January 17, 2014
Annual Convention Report

1. 30th Annual Convention
 - Only 10 months away!
 - November 13–16, 2014
 - DoubleTree Hotel Stapleton North
 - \$86 + tax (still less than \$99)
 - Need to fill room block
2. Sponsorship Package
 - See handout
3. Web site started
 - www.cgra.us/convention
 - Delegate registration 60 days out (e.g. mid–September)
 - Sponsorship also available 60 days out
4. Preliminary Schedule
5. Sweet Suite Raffle
 - Win one of 2 suites for 3 nights at the host hotel

Respectfully submitted,



Annual Convention Chairman

30th IGRA ANNUAL CONVENTION

SPONSORSHIP OPPORTUNITIES

Please support your annual convention!

- \$1,000 Saturday or Sunday Luncheon
- \$300 Coffee Breaks (5 available)
- \$200 AV sponsorships (5 available)
- \$100 Registration Credentials
- \$75 Full-screen Jumbotron Slideshow during Convention Breaks
- Official Program Ad Placement: \$75 full-page, \$50 half-page
- Custom Sponsorship Packages available to suit your needs



Convention Host Hotel: DoubleTree Stapleton North Denver \$86.00 + 14.85% tax

Convention Registration: \$125 early bird / \$150 later bird after November 5, 2014

Convention Web Site: www.cgra.us/convention/

To reserve your sponsorship, please contact Larry Lindstrom at larry.lindstrom@igra.com



PRELIMINARY SCHEDULE OF EVENTS

- **Wednesday, November 12, 2014**
 - Early Arrivals Cocktail Party
- **Thursday, November 13, 2014**
 - Early Delegate Registration
 - IGRA Board and Trustees Meetings
 - Delegate Cocktail Party
- **Friday, November 14, 2014**
 - Full Delegate Registration
 - IGRA Committee Meetings
 - Denver Bar Crawl hosted by 2014 Royalty
- **Saturday, November 15, 2014**
 - Opening Ceremonies
 - 30th IGRA Annual Convention
 - Convention Luncheon – ticket required
 - 30th IGRA Annual Convention continues
 - Third Annual Paladin Award Dinner
- **Sunday, November 16, 2014**
 - 30th IGRA Annual Convention
 - Annual Awards Luncheon – ticket required
 - 30th IGRA Annual Convention concludes
 - Post-convention party at Hamburger Mary's

The 30th IGRA Annual Convention is proudly hosted by the Colorado Gay Rodeo Association

30th IGRA Annual Convention Sponsorship Opportunities

- **\$1,000 Saturday or Sunday Luncheon**
 - Be a major player by sponsoring one of the two delegate luncheons.
 - Full-page program advertisement.
 - Jumbotron slideshow during convention breaks.
- **\$300 Coffee Break (five available)**
 - Help delegates shake off the effects of the previous night's activities.
 - There will be 2 coffee breaks each Friday & Saturday, one on Sunday.
 - Half-page program advertisement.
 - Jumbotron slideshow during convention breaks.
- **\$200 AV sponsorships (five available)**
 - Help defray the major expense of the dual jumbotrons and audio & power distribution systems.
 - Quarter-page program advertisement.
 - Jumbotron slideshow during convention breaks.
- **\$100 Registration Credentials**
 - Promote your association or rodeo on the back of the delegate badges.
- **\$75 Full-screen Jumbotron Slideshow**
 - Promote your association or rodeo or do a shout-out of your choice.
 - During convention breaks both days.
 - Slideshow artwork provided by you or let us design something for you.
- **Official Program Ad Placement: \$75 full-page or \$50 half-page**
 - Deadline October 15, 2014
- **Custom Sponsorship Packages available to suit your needs.**

To reserve your sponsorship, please contact Larry Lindstrom at larry.lindstrom@igra.com.



**PUBLIC EVENTS DEPARTMENT
WILL ROGERS MEMORIAL CENTER
3401 W. LANCASTER AVENUE
FORT WORTH, TEXAS 76107-3078
(817) 392-SHOW (7469)**

**LICENSE AGREEMENT
No. 14006**

THIS LICENSE AGREEMENT is made and entered into **DECEMBER 19, 2013**, by and between the CITY OF FORT WORTH, a home rule municipal corporation of the State of Texas, located in Tarrant, Parker, Denton and Wise Counties, Texas, acting by and through the Director of Public Events of the City of Fort Worth (hereinafter referred to as the "City"), and **INTERNATIONAL GAY RODEO ASSOCIATION, EDWARD BARRY** hereinafter called "Licensee" located at **20140 E MAPLEWOOD LANE CENTENNIAL CO 80016-1279** acting by and through its duly authorized representative.

In consideration of the use of the Facilities and the performance of the mutual covenants and agreements herein contained and in consideration of the payment by the Licensee to the City, it is mutually agreed as follows:

1. FACILITIES

City agrees to rent to Licensee, for the purpose of holding the **WORLD GAY RODEO FINALS**, (hereinafter referred to as the "Event") the Facilities particularly described in Venue Rental Schedule dated **DECEMBER 19, 2013** herein attached. Subject to the terms of this Agreement and the following conditions, limitations and restrictions listed below, Licensee may occupy and use the City of Fort Worth owned facilities herein described, including contiguous common areas (and other such areas as agreed upon) necessary to accommodate patrons, for the above stated purpose.

2. TERM

The term of said License shall be for a period beginning no earlier than 7:00 a.m., **OCTOBER 16, 2014** and ending **OCTOBER 20, 2014**. Event preparation by Licensee on the Facilities and delivery of Licensee's freight or other properties shall take place on or upon the dates and times specified in this License Agreement.

Overtime: All events must end by Midnight unless otherwise stated on the License Agreement and insurance certificate. Five hundred dollars (\$500.00) per hour will be invoiced to Licensee for any additional hour (or portion thereof) in which Licensee occupies space rented for said event and/or event activities, between the hours of 12 Midnight and 7:00 A.M.

Should Licensee release all or any portion of the Facility described herein within twelve (12) months of the start date of the event, Licensee will forfeit all payment made on the released space, unless the released space is re-booked to another party at the same rental rate and for the same rental period. The City is under no obligation to re-book the Facility for the benefit of the Licensee.

3. RENTAL FEE

Licensee agrees to pay as and for rental of the space and for the dates indicated in the Venue Rental Schedule, the sum of: **Five Thousand Dollars (\$5,000.00)**, as follows:

- A. On or before **January 31, 2014**, Licensee shall deliver to the City two (2) executed copies of this License Agreement and a nonrefundable partial rental payment in the amount of **Two Thousand Five Hundred Dollars (\$2,500.00)**. The partial rental payment will be applied towards the total rental fee cited above.
- B. No later than **September 16, 2014**, Licensee shall deliver to the City full and final payment of the remaining License fee.
- C. No later than thirty days (30) prior to the start of this event, Licensee shall deliver to the City the required Certificate of Insurance.
- D. Failure to make any Rental payments as required by the terms of this License Agreement may result in the termination of this License Agreement at the option of the City.

Balance of any additional rent or incidental charges shall be due upon receipt of the final invoice from the City. If payment is not received within thirty days (30) from the date of invoice, interest, at the maximum rate allowable by law, will be charged upon the unpaid balance for every month or portion thereof that the balance remains unpaid.

All payments are due and payable in cash, certified/cashiers check, company check, money order, or credit card acceptable to the City and made payable to the City of Fort Worth, Texas, and shall be mailed or delivered along with the executed License Agreement, certificates of insurance and any other documents required under this License to:

4. EXHIBIT RENTAL

- A. It is agreed between Licensee and City that Licensee or its exhibitors will be responsible for collecting and paying all taxes due on items sold during this event. City assumes no responsibility for payment of said taxes.
- B. It is further agreed that Licensee will abide by all rules and regulations set forth by the Fort Worth Fire Marshal and shall furnish City with a floor plan of exhibit area to be reviewed and approved by the Fort Worth Fire Marshal by no less than ten (10) days prior to the date of the first activity. No doors, fire extinguishers or exit doors shall be blocked by any exhibit booths, tables, chairs, etc.
- C. If Licensee contracts with a Decorator, the Decorator must furnish, install and remove pipe and drape as well as tables, chairs, trash cans and any other display items needed in Exhibitor Booth Spaces. The Decorator must provide the City of Fort Worth with required proof of liability insurance coverage prior to event.
- D. If Licensee does not contract with a Decorator, Licensee will be invoiced the prevailing rate for each table and chair used.

5. FILING EVENT REQUIREMENTS WITH DIRECTOR

Licensee shall file with the Director of Public Events or his or her designee at least twenty (20) days prior to the event for which this Agreement is issued, a full and detailed outline, **in writing of all** staging, table and chair requirements, and other requirements the Licensee may need concerning such event.

6. OUTSIDE SUBCONTRACT PERSONNEL

Licensee shall, at its expense, provide all necessary and adequately trained personnel, including, but not limited to, ticket-sellers, ticket-takers, ushers, floor managers, stage crews (other than Public Events Department technical personnel), electricians, technicians, carpenters and machine operators in such number and manner as prescribed by the Director of Public Events or his or her designee, and any and all other personnel necessary in the promotion and presentation of the Event. City assumes no responsibility for said personnel and Licensee hereby expressly releases and discharges City from any and all liability for any property damage or loss and/or personal injury, including death, arising out of or in connection with, directly or indirectly the occupancy and/or use of the Licensed Facilities and any and all activities conducted thereon that are sustained by reasons of the occupancy of said buildings under this Agreement. Nothing herein shall be construed as creating a principal/agent, or employer/employee relationship between the City and Licensee's subcontracted personnel.

The City has the following exclusive agreements for subcontractor services at Will Rogers Memorial Center:

- a) Concessions
- b) Alcohol Beverage Service
- c) Electrical Distribution

City reserves the right to enter into agreements for exclusive subcontractor services at Will Rogers Memorial Center at any time.

7. ALCOHOL RIGHTS

Licensee must comply with City of Fort Worth food and beverage requirements and must contract with the current City of Fort Worth concession services provider regarding the serving of any alcoholic beverage services. Licensee shall have no rights in the selling or dispensing of beer, wine or any alcoholic liquors.

8. CONCESSION/SOUVENIR RIGHTS

The City reserves all concession, food and beverage, novelty and souvenir rights. Any matters not herein expressly provided for shall be left to the discretion of the Director of Public Events or his or her designee.

Licensee must comply with City of Fort Worth food and beverage requirements and must contract with the current City of Fort Worth concession services provider to handle all concession services.

Any approved sampling is limited to products directly related to or sold by the exhibitors and must be approved by City in advance. All other give-away food and beverage products must be purchased through the in-house concessionaire.

For souvenir sales: It is agreed between Licensee and City that Licensee shall contact the Director of Public Events or his or her designee, concerning the sale of programs, pictures, C.D.'s, binoculars, books, tapes, T-shirts, etc. Prior to the sale of any merchandise by Licensee or Licensee's contracted acts to the general public, it is understood that an inventory shall be made before and after each event. Licensee shall have the responsibility of reporting and paying the sales tax to the appropriate taxing agencies.

There will be no exception unless agreed upon in writing by Director of Public Events or his or her designee at least ten (10) days or more in advance of event.

9. CATERING

The City of Fort Worth currently has an open catering policy. All caterers who wish to provide services for any reception, luncheon, party or function where food or beverages are to be served and/or consumed on the Licensed Facilities must be approved by City at least thirty (30) days prior to any food or beverage function. It is Licensee's responsibility to provide the City with the name, address and contact person of the Caterer chosen by the Licensee no later than thirty (30) days prior to the food or beverage function. All caterers must pay the City of Fort Worth a percentage of food and beverage charges, based on their gross invoice. City reserves the right to enter into an agreement for exclusive catering services at any time.

Any organized reception, luncheon, party or function where food and beverages are to be consumed must be approved by City seven (7) days prior to function. Failure to do so will result in a one thousand dollar (\$1,000) per function charge to Licensee.

In the space below, please list caterer, address, phone number, and contact person.

10. ACCEPTANCE OF FACILITIES

Licensee agrees that Licensee has examined the Facilities prior to the execution of this Agreement and is satisfied with the physical condition of the Facilities. Licensee's taking possession of the Facilities for the Event shall be conclusive evidence of its receipt of the Facilities in a safe, sanitary and slightly condition and in good repair, except for those conditions which the Licensee provides City written notice of before Licensee takes possession of the Facilities.

11. CARE OF FACILITIES

- A. Licensee, at Licensee's own expense, shall keep the Facilities and maintain all equipment and other properties of City in a safe, sanitary, slightly condition and in good repair, and shall restore and yield said Facilities, equipment, and all other properties belonging to the City back to City at the expiration or termination of the License term in good or better condition as existed at the commencement of this Agreement and in which Licensee found them, ordinary wear and tear (including damage by acts of God or other causes beyond the control of Licensee) excepted.
- B. Licensee will not do or permit to be done any injury or damage to any buildings or part thereof, or permit to be done anything which will damage or change the finish or appearance of the Facilities or the furnishings thereof or any other property belonging to the City by the erection or removal of equipment or any other improvements, alterations or additions. No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Facilities or to any of the furnishings or fixtures of the City without the written consent of the City.
- C. Subject to ordinary wear and tear, Licensee will pay the costs of repairing (to its condition immediately preceding the occurrence of such damage) any damage which may be done to the Facilities or any of the fixtures, furniture or furnishings by any act of Licensee or any of Licensee's employees, agents, officers, or anyone visiting the Facilities upon the invitation of the Licensee including the patrons of the attraction or function for which Licensee hereby is leasing the Facilities. The City shall determine, in its sole discretion, whether any damage has occurred, the amount of the damage and the reasonable costs of repairing the damage, and whether, under the terms of the Agreement, the Licensee is responsible. City shall be the sole judge of the quality of the maintenance and/or damage of the Licensed Facilities, furnishings, fixture or furniture by the Licensee. The costs of repairing any damage to the Facilities shall be immediately due and payable by the Licensee upon Licensee's receipt of a written invoice from the City.
- D. In leasing the Facilities, City does not relinquish the right to control the management of the Facilities, or the right to enforce all necessary and proper rules for the management and operation of the same. City, through its Manager, police and fire personnel and other designated representatives, has the right at any time to enter any portion of the Facilities (without causing or constituting a termination of the privilege or an interference for the possession of the Facilities by the Licensee) for any purpose, provided this shall not authorize or empower City to direct the activities of the Licensee or assume liability for Licensee's activities.

12. CITY OF FORT WORTH OWNED EQUIPMENT AND PUBLIC EVENTS DEPARTMENT LABOR

Licensee and City understand that a rental charge will be assessed for any chairs, tables, stages, lights and/or sound equipment at the prevailing rate. Licensee shall pay for Public Events Department technical personnel in the number and manner prescribed by City to work all events using staging, lights, amplified sound or related equipment. Any additional technical services will be provided by an approved vendor at the Licensee's expense.

13. EQUIPMENT

All equipment owned by Licensee must be removed from the Will Rogers Memorial Center ("WRMC") immediately after completion of the event. No equipment may be left in the WRMC. Any equipment or other property left by the Licensee at the WRMC for over thirty (30) days will be considered abandoned and will become the property of the City; the City will dispose of the property as it deems appropriate. Any equipment used by the Licensee owned by the City must be returned to the owner in the same or better condition than when received by Licensee.

14. PROPERTY LOSS

City assumes no responsibility for any property placed in said buildings or any part thereof by the Licensee or any agent, officer, and/or employee of the Licensee. Licensee hereby expressly releases and discharges City from any and all liability for any property damage or loss and/or personal injury, including death, arising out of or in connection with, directly or indirectly the occupancy and/or use of the Licensed Facilities and any and all activities conducted thereon sustained by reasons of the occupancy of said buildings under this Agreement.

15. REMOVAL OF DISORDERLY PERSONS

City, through its Director, police and fire personnel and other designated representatives, retains the right to remove from the Facilities any and all such employees, agents and/or officers of Licensee and the right, with its officers and agents, including its police officers, to eject any objectionable person or persons from the Facilities or any other of its facilities. In the event of the exercise of this authority, Licensee hereby waives any and all claims for damages against the City on account of said removal.

16. UTILITIES/HVAC

City agrees to furnish the necessary light and existing electrical power for ordinary use only, in the opinion of the City's Director of Public Events or his or her designee of said buildings, including, but not limited to, lighting, heat and/or air conditioning

sufficient to make the buildings comfortable (during event/show hours only), and water for ordinary use of the appliances installed but for no other purposes. City shall not be responsible for accidents and unavoidable delays.

It is understood that the City of Fort Worth enforces the adopted National Electrical Code to ensure the public is not exposed to electrical hazards. If extension cords are used, Ground Fault Circuit Interrupter (GFCI) Protection is required. These cords have a test and a reset button and have the words "GFCI protected" printed on the cord. All 120 volt extension cords shall be three-wire grounding type cords. Extension cords may not be placed through doorways. Frayed or damaged cords may not be used.

17. FLAMMABLE MATERIALS

No flammable materials, such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and approved by the City of Fort Worth Fire Department. Licensee shall not operate or place any engine or motor or machinery on the premises or use oils, burning fluids, kerosene, naphtha or gasoline or any other flammable chemical for either mechanical or other purposes or any agent other than electricity for illuminating the premises without the written consent of the Fire Marshal.

18. SEATING CAPACITY

Licensee will not sell more tickets or allow more occupancy than the seating capacity of the Facilities permits and/or as allowed under any federal, state, and local laws, statutes, ordinances, charter provisions, rules and regulations of the City of Fort Worth; including all rules, regulations and/or requirements of the City of Fort Worth Police and Fire Departments. **For ticketed events:** Licensee shall furnish all admission tickets. All seats sold must be on a reserved basis and tickets are to be purchased from a bonded ticket printing company or service approved by City. Prior to tickets being sold, a ticket manifest is to be delivered to the Director of Public Events or his or her designee. **Licensee is required to sell all tickets at the prices as advertised and is responsible for payment of State and local taxes, and no deviation will be allowed.** Licensee shall deliver to the office of the Director free of charge a mutually agreed upon number of admission tickets to be used for promotional purposes for each performance during which the premises are open to the public during the term of this Agreement. Any unused tickets will be returned prior to opening of event.

19. EMERGENCY PERSONNEL

Licensee shall be responsible, at its own cost and expense, to provide such emergency medical services as deemed necessary for its event as prescribed by Director of Public Events or his or her designee. Any standby ambulance service must be provided by the City's current licensed ambulance provider, in accordance with the City Code. Standby ambulance service shall be required, at Licensee's expense, for any event, which in the sole opinion of City requires such service. The costs must be paid directly to the emergency medical personnel.

20. SECURITY PERSONNEL

Licensee, at its sole cost and expense, shall pay for security personnel in such number and manner as prescribed by the Director of Public Events or his or her designee. Vendor shall bear sole responsibility, if any, for reporting its payment for each security officer's services as taxable income to the Internal Revenue Service. Licensee hereby assumes sole responsibility for any and all acts or omissions by security personnel in the performance of their responsibilities hereunder, and Licensee agrees to indemnify, hold harmless and defend the City from any and all claims or suits for property damage or personal injury arising out of, or in connection with such acts or omissions. Nothing herein shall be construed as creating a principal/agent, or employer/employee relationship between the City and Licensee's security personnel.

Licensee assumes full responsibility for the safety and security of property belonging to Licensee while the same is on City's property. Officers, as needed, will be scheduled by Will Rogers Memorial Center Management. In addition, if any vehicles or items which contain any flammable liquids, or fuels, are left overnight in the Center, same shall be attended at all such times by security personnel furnished by Licensee and approved by Director of Public Events or his or her designee. The costs must be paid directly to the security officers.

21. FIRE MARSHAL

Licensee shall be responsible, at its own cost and expense, to provide such fire marshal services as deemed necessary for its event as determined by Director of Public Events or his or her designee. Licensee understands that fire marshal personnel are independent contractors. Vendor shall bear sole responsibility, if any, for reporting its payment for each fire marshal's services as taxable income to the Internal Revenue Service. The costs must be paid directly to the fire marshal personnel.

22. NON-SMOKING FACILITY

Licensee understands that the Facility is a NON-SMOKING FACILITY and agrees to make hourly announcements to that effect, if possible. In any event, Licensee agrees to make at least three (3) announcements to that effect during an eight (8) hour period, with one announcement being made at the beginning of each event.

23. OBSTRUCTIONS

Sidewalks, entries, passage vestibules, halls, elevators or access ways to public utilities of the premises shall not be obstructed or caused to be obstructed by Licensee, or caused or permitted to be used for any purpose other than ingress or egress to and from the Facility. The doors, skylights, stairways or openings that reflect or admit light into any portion of the building shall not be obstructed by Licensee.

24. PARKING

City operates a paid parking system in all surface lots and parking garages at Will Rogers Memorial Center. All parking fees will be charged to the individual or Licensee at the prevailing rates. City will supply Licensee with five (5) complimentary parking passes per day, upon request, to be used during event.

25.

GENERAL INDEMNIFICATION

- (a) LICENSEE SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S EMPLOYEES, REPRESENTATIVES, OFFICERS, AND SERVANTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND OR DESCRIPTION ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (INCLUDING, BUT NOT LIMITED TO, ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS) (1) RELATING TO THE USE OR OCCUPANCY OF THE FACILITY BY LICENSEE, ITS EMPLOYEES, PATRONS, AGENTS, INVITEE, LICENSEES AND ANY PARTY USING THE FACILITY OR (2) BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF LICENSEE OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, OR CONTRACTOR OF LICENSEE, OR ANYONE LICENSEE CONTROLS OR EXERCISES CONTROL OVER OR (3) BY ANY BREACH, VIOLATION OR NONPERFORMANCE OF ANY COVENANT OF LICENSEE UNDER THIS LICENSE (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTABLE TO ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT, STRICT PRODUCT LIABILITY, OR ANY OTHER ACT, OMISSION, OR CONDITION WHATSOEVER OF THE CITY OR ITS PROPERTY.
- (a) IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH 25, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.
- (b) If more than one Licensee is named under this Agreement, the obligation of all such Licensees shall be, and is joint and several.

26.

INSURANCE

Prior to the time Licensee is entitled to any right of access to or use of the Facilities, Licensee shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to City. The insurance shall be evidenced by delivery to City of executed certificates of insurance and/or certified copies of policies as determined by City.

Licensee covenants and agrees to obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance, including Personal Injury Liability, Independent Contractors Liability and Contractual Liability covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury (including death) and property damage of not less than One Million Dollars (\$1,000,000), with an aggregate of not less than Two Million Dollars (\$2,000,000). All insurance policies shall include the following:

- 1) The term of insurance is for the duration of each Event, which includes the period from the right of access to set-up through the period allowed for removal of property;
- 2) The Licensee is responsible for providing the City a thirty-day (30) notice of cancellation or non-renewal of any insurance policy and may not change the terms and conditions of any policy that would limit the scope or coverage, or otherwise alter or disallow coverage as required herein;
- 3) All policies shall include a Waiver of Subrogation (Right of Recovery) in favor of the City of Fort Worth;
- 4) a) Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be approved by City of Fort Worth Risk Management.
b) Any self-insured retention (SIR) in excess of \$25,000.00, affecting required insurance coverage, shall be acceptable to and approved by City of Fort Worth Risk Management in regards to asset value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by Risk Management.
c) Company issuing the insurance policy shall have no recourse against the City of Fort Worth for payment of any premiums or assessments for any deductibles which all are at the sole risk of Licensee;
- 5) The terms "Owner", "City" or City of Fort Worth shall include all authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the City and the individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the City of Fort Worth.; and
- 6) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any future coverage, or to City's self-insured retention of whatever nature.
- 7) The City, its officials, employees, agents and officers shall be endorsed as an "Additional Insured" to all policies except Employers Liability coverage.
- 8) Coverage shall be written on a per occurrence basis and the policy shall include Broad Form Property Damage Coverage with an insurance company satisfactory to City. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. When required, Excess Liability shall follow form of the primary coverage.
- 9) Automobile Liability Insurance shall provide coverage on any automobile, including and defined as automobiles owned, hired and non owned with a One Million Dollar (\$1,000,000) combined single limit per accident or \$250,000 Property Damage and \$500,000 Bodily Injury per person, per occurrence.

- 10) All policies shall be written by an insurer with an A-:VIII or better rating by the most current version of the A. M. Best Key Rating Guide or with such other financially sound insurance carriers acceptable to the City.
- 11) Deductibles shall be listed on the Certificate of Insurance and shall be on a "per occurrence" basis unless otherwise stipulated herein.
- 12) If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.
- 13) Certificates of Insurance shall be delivered to the Will Rogers Memorial Center, 3401 W Lancaster, Fort Worth, Texas 76107, evidencing all the required coverages, including endorsements.

Licensee hereby waives subrogation rights for loss or damage against City, its officers, agents and employees for personal injury (including death), property damage or any other loss.

Licensee shall not do or permit to be done anything in or upon any portion of the Facilities, or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the Facilities or any part thereof, or in any way increase the rate of fire insurance upon the Facilities or on property kept therein, or in any way obstruct or interfere with the right of the other tenants of the Facilities, or injure or annoy them.

The City may terminate this Agreement immediately upon the failure of the Licensee to provide acceptable documentation of insurance as required by this Agreement.

27. COMPLIANCE WITH LAW

It is agreed that Licensee will comply with all federal, state, and local laws, statutes including all ordinances, charter provisions, rules and regulations of the City of Fort Worth; including all rules, regulations and/or requirements of the City of Fort Worth Public Events, Health, Police and Fire Departments; and any and all requirements specifically made by the City of Fort Worth Fire Marshal in connection with the performances to be given hereunder. Licensee agrees to obey any other regulations of any municipal authority of the City of Fort Worth.

Licensee will obtain and pay for all necessary permits, licenses, and taxes from any governmental agency with jurisdiction thereof and to pay lawful taxes on tickets used in connection with the performances hereunder. Licensee will not do or suffer to be done anything on said Facilities during the terms of this License in violation of any such laws, statutes, ordinances, rules, regulations, charter provisions, directives or requirements. If the City calls the attention of Licensee to any such violation on the part of said Licensee or any person employed by or admitted to said Facilities by Licensee, Licensee will immediately desist from and correct such violation and/or vacate the Facilities.

28. FEDERAL COPYRIGHT ACT

Licensee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101, et seq.) and any Regulations issued thereunder including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use of copyrighted works in Licensee's performances or exhibitions to the copyright owner, or representative of said copyright owner. City expressly assumes no obligations, implied or otherwise, regarding payment or collection of any such fees or financial obligations. City specifically does not authorize, permit, or condone the performance, reproduction, or other use of copyrighted materials by Licensee or its agents or licensees without the appropriate licenses or permission being secured by Licensee in advance. It is further agreed that **LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS ARISING FROM NONPAYMENT TO LICENSING AGENCIES, INCLUDING, BUT NOT LIMITED TO, ASCAP, BMI, AND SESAC OR DAMAGES ARISING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.** City expressly assumes no obligation to review or obtain appropriate licensing and all such licensing shall be the exclusive obligation of the Licensee. Licensee understands that they are responsible for securing any and all licenses by artists/performers giving permission for the recordings. Licensee is responsible for both reporting and payment of any music licensing fees that may be required by law.

Licensee understands and agrees that without the proper license obtained by Licensee, there is a risk of an injunction or money damages arising from a copyright lawsuit brought by ASCAP, BMI, SESAC or any other licensing agency.

29. AMERICANS WITH DISABILITIES ACT (ADA)

It is understood that the event of Licensee is not an event of the City. Licensee acknowledges that it is responsible for and will make available the goods and services offered at its event to all attendees including those with disabilities. Licensee is responsible for non-permanent accessibility requirements, such as, but not limited to, seating accessibility and auxiliary aids for the visually impaired, hearing impaired and mobility impaired. **LICENSEE SHALL NOT MOVE OR INTERFERE IN ANY WAY WITH ACCESSIBILITY TO ADA FACILITIES, SUCH AS, BUT NOT LIMITED TO, WHEELCHAIR SEATING. LICENSEE SHALL NOT SELL TICKETS FOR ADA SEATING TO PERSONS WHO DO NOT REQUIRE ADA ACCOMMODATIONS. LICENSEE INDEMNIFIES THE CITY FOR ANY AND ALL CLAIMS AND LIABILITIES ARISING OUT OF LICENSEE'S DUTIES UNDER THE REQUIREMENTS OF ADA AND THIS SECTION.**

30. FORCE MAJEURE

Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of governments and people, explosion and other occurrences or conditions of like nature.

If either party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such Force Majeure as soon as practicable, but no later than

seven (7) days after the occurrence of the cause relied upon, the obligations of the party giving such notice, to the extent it is affected by Force Majeure, shall be suspended during the continuance of the Force Majeure.

If a Force Majeure causes the License period to be cancelled in whole or in part, and the affected party complies with this Section regarding notice, the Licensee shall owe the City a license fee based on the time period (if any) during which the Licensee had reasonable commercial use of the Facility.

31. ASSIGNMENT

Licensee shall not assign this contract nor suffer any use of the Facilities other than herein specified, nor sublet the Facilities or any part thereof without the written consent of City. If assigned per the written consent of the City, Licensee agrees to ensure that any assignee or sublicensee will comply with all terms, provisions, covenants, and conditions of this contract. Assignment or subletting of this Agreement shall not relieve Licensee from any of its obligations under this Agreement.

32. EVENTS OF DEFAULT

The following events shall be deemed to be events of default by Licensee under this Agreement:

- A. Licensee fails to pay any installment of the rent when due or any other payment of reimbursement to City required hereunder;
- B. Licensee attempts to assign this contract without the prior written consent of City;
- C. Licensee shall vacate the use of over one-half of any building included in the Facilities or vacate the use of over one-half of any portion of the total Facilities;
- D. Licensee becomes insolvent or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; or
- E. Licensee fails to comply with any term, provision or covenant of this Agreement.

33. TERMINATION

City shall have the option to terminate this Agreement immediately in the event that Licensee fails to timely take any action that is necessary to become a Licensee, including, but not limited to, payment of the License fee, the furnishing of documentation evidencing insurance coverages, fails to observe any of the terms of this Agreement, or upon the occurrence of any such event of default of the Agreement. Licensee shall immediately surrender the Facilities to City and if Licensee fails to do so, City may, without prejudice to any remedy, enter upon and take possession of the Facilities and remove Licensee and any other person who may be occupying the Facilities by force if necessary without being liable for the prosecution or any claim of damages therefore. Licensee agrees to pay to City on demand the amount of all loss and damage, which City may suffer by reason of such termination.

City may, as a result of default as described in Paragraph 32 above, and at its discretion, relet the entire Facilities or relet any building or any portion of any building of the Facilities that is determined by the City not to be in substantial use by the Licensee and receive the rent, therefore, and Licensee agrees to pay to City on demand any deficiency that may arise by reason of reletting. Licensee shall not be entitled, under any circumstances, to any excess rental fees received by City as a result of reletting and Licensee hereby waives any claim to such excess rental amounts.

No pursuit of any remedy by City constitutes a forfeiture or waiver of any rent due to City or of any damages accruing to City by reason of the violation of any of the terms, provisions, and covenants herein contained. No act or thing done by City or its officers, agents or employees during the term of this Agreement shall be deemed a termination of the Agreement or an acceptance of the surrender of the Facilities, and no agreement to terminate this Agreement or accept a surrender of the Facilities shall be valid unless in writing signed by City. City's acceptance of the payment of rental or other payments after the occurrence of a default shall not be construed as waiver of such default, unless City notifies Licensee in writing. Any act by City to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of City's right to enforce any such remedies with respect to such default or subsequent default.

34. NOTICES

All notices required or permitted under this Agreement may be given to a party personally or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. If more than one Licensee is named in this contract, service of any notice on any one of the Licensees shall be deemed service on all Licensees. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Kirk Slaughter, Director of Public Events
Will Rogers Memorial Center
3401 W Lancaster Ave.
Fort Worth, Texas 76107

LICENSEE:

Edward Barry
International Gay Rodeo Association
20140 E Maplewood Lane
Centennial, CO 80016-1279

35. SOLE AGREEMENT

This written instrument constitutes the entire Agreement by the parties hereto concerning the License of the facilities and obligations of the parties and any prior or contemporaneous oral or written agreement which purports to vary from the terms hereof, shall be void. It is understood and agreed that all the provisions of this License Agreement are applicable except where specifically modified by Addendum, in which case such Addendum shall apply.

36. AMENDMENT

This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

37. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, except as otherwise provided in this contract, their assigns.

38. VENUE

Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

39. INDEPENDENT CONTRACTOR / NO PARTNERSHIP

The doctrine of respondeat superior shall not apply as between the Licensee and City and nothing contained in this Agreement shall be deemed to constitute City and Licensee as partners or joint venturers with each other, nor shall the Licensee be considered to be an agent, representative or employee of the City. Licensee shall have the exclusive control of and the right to control its employees and the details of its operation on the Facilities and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors.

40. SEVERABILITY

In case any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this contract shall be considered as if such invalid, illegal or unenforceable provisions were never contained herein.

41. AUTHORITY OF LICENSEE'S AGENT

By executing this Agreement, Licensee's agent affirms that he or she is authorized by Licensee to execute this Agreement and that all representations made herein with regard to Licensee's identity, address and legal status (corporation, partnership, individual, etc.) are true and correct.

42. PUBLIC INFORMATION ACT

Licensee understands and acknowledges that the City is a public entity under the laws of the State of Texas and as such, all documents held by the City are subject to disclosure under Chapter 552 of the Texas Government Code. Licensee shall clearly indicate to the City what information it deems proprietary. If the City is required to disclose any documents that may reveal any Licensee Proprietary Information to third parties under the Texas Government Code, or by any other legal process, law, rule or judicial order by a court of competent jurisdiction, the City will notify Licensee prior to disclosure of such documents, and give Licensee the opportunity to submit reasons for objections to disclosure. The City agrees to restrict access to Licensee's information to those persons within its organization who have a need to know for purposes of management of this Agreement. The City agrees to inform its employees of the obligations under this paragraph and to enforce rules and procedures that will prevent any unauthorized disclosure or transfer of information. The City will use its best efforts to secure and protect Licensee's information in the same manner and to the same degree it protects its own proprietary information; however, the City does not guarantee that any information deemed proprietary by Licensee will be protected from public disclosure if release is required by law. The foregoing obligation regarding confidentiality shall remain in effect for a period of three (3) years after the expiration of this Agreement.

EXECUTED on the _____ day of _____, _____ in Fort Worth, Tarrant County, Texas.

City of Fort Worth, Texas

International Gay Rodeo Association

Kevin O Kemp, CMP*
Assistant Facilities & Public Events Director

Edward Barry
President

* Kevin O Kemp has been delegated the proper authority to execute this document on behalf of the City pursuant to an Interoffice Memorandum from the City Manager dated December 20, 2012.



**PUBLIC EVENTS DEPARTMENT / WILL ROGERS MEMORIAL CENTER
3401 WEST LANCASTER AVENUE, FORT WORTH, TEXAS 76107**

**ADDENDUM TO LICENSE AGREEMENT #14006
Dated: December 19, 2013**

**World Gay Rodeo Finals
Event Start Date - October 18, 2014**

This document will serve as an Addendum to become a part of and attached to Event License Agreement #14006 when signed by both parties:

- ALL SHAVINGS REQUIRED WILL BE SOLD BY CITY AT THE PREVAILING RATE.
- LICENSEE WILL BE INVOICED THE PREVAILING RATE FOR EACH STALL USED PRIOR TO OR AFTER DATES ACTUALLY CONTRACTED FOR USE OF STALLS.
- R.V. SPACES WILL BE INVOICED TO LICENSEE OR EXHIBITORS AT THE PREVAILING NIGHTLY RATE FOR 30-AMP AND 50-AMP SERVICE, BASED UPON AVAILABILITY.
- LICENSEE WILL BE INVOICED \$35.00 PER DESIGNATED INSIDE SPACE AND \$100.00 PER DESIGNATED OUTSIDE SPACE FOR USE BY APPROVED COMMERCIAL EXHIBITORS. THIS FEE DOES NOT APPLY TO COMMERCIAL EXHIBITORS LOCATED IN A DESIGNATED "EXHIBITS HALL/FACILITY" RENTED BY LICENSEE FOR USE BY COMMERCIAL EXHIBITORS. TABLES AND CHAIRS ARE NOT PROVIDED BY CITY.
- ALL DIRT WORK/WATERING AND OTHER LABOR CHARGES, INCLUDING FACILITY CLEANUP, WILL BE INVOICED TO THE LICENSEE AT THE CURRENT HOURLY RATE.
- SEVERAL CONSTRUCTION PROJECTS ARE CURRENTLY SCHEDULED OR ARE IN THE DESIGN PROCESS TO PROVIDE IMPROVEMENTS TO THE WILL ROGERS MEMORIAL CENTER. THERE MAY BE NO ACCESS TO THE OUTDOOR EXERCISE ARENA ON THE NORTH SIDE OF THE RICHARDSON-BASS BUILDING DURING THE TERM OF THIS LICENSE AGREEMENT.

If in agreement, please sign and return both copies of this Addendum to our office. A fully signed and executed copy will be returned to you for your files.

Executed on the _____ day of _____, _____ in Fort Worth, Tarrant County, Texas.

City of Fort Worth, Texas

International Gay Rodeo Association

Kevin O Kemp, CMP*
Assistant Facilities & Public Events Director

Edward Barry
President

* Kevin O Kemp has been delegated the proper authority to execute this document on behalf of the City pursuant to an Interoffice Memorandum from the City Manager dated December 20, 2012.



Venue Rental Schedule

By Date

Contract: **14006**
Contract Due: 01/31/2014

International Gay Rodeo Association
Edward Barry
20140 E Maplewood Lane
Centennial, CO 80016-1279

World Gay Rodeo Finals (14006)

In/Out: Thu 10/16/2014 08:00 AM / Mon 10/20/2014 12:00 PM
Start-End: Sat 10/18/2014 08:00 AM - Sun 10/19/2014 11:59 PM

Bookings	Booked	Amount
10% Arena Rental Discount (with minimum rental of 100 stalls)	10/16/2014 08:00 AM - 10/20/2014 12:00 PM	0.00
Coburn Room	10/16/2014 08:00 AM - 10/20/2014 12:00 PM	0.00
John Justin Arena Set-Up	10/16/2014 08:00 AM - 11:59 PM	0.00
John Justin Arena Move-In	10/17/2014 08:00 AM - 11:59 PM	1,000.00
Richardson-Bass Exercise Arena	10/17/2014 08:00 AM - 10/19/2014 11:59 PM	0.00
Richardson-Bass Stalls (\$50 per stall used)	10/17/2014 08:00 AM - 10/20/2014 12:00 PM	0.00
John Justin Arena	10/18/2014 08:00 AM - 05:00 PM	2,000.00
John Justin Arena	10/19/2014 09:00 AM - 05:00 PM	2,000.00
Total Booking Charges:		5,000.00
Total Charges:		5,000.00

The International Gay Rodeo Association (IGRA) Records Retention & Destruction Policy

Adopted and Approved by the Executive Committee pursuant to our By-Laws as amended at Convention in November 2012 for the 2013 Year and forward until amended.

Three items to note in particular: First, think about this as part of document management, rather than simply document retention; holding on to documents too long is an unnecessary expense. Second, there may be some documents that are worth saving for the community's sake or for the sake of clients that go beyond these legal guidelines. And third, remember that e-mail messages are documents that should conform to these guidelines.

Document Destruction

The organization's staff, volunteers, members of the board of directors, committee members and outsiders (independent contractors via agreements with them) are required to honor the following rules:

- a. Paper or electronic documents indicated under the terms for retention in the following section will be transferred and maintained by (the IGRA Secretary, Administrative Assistant or Treasurer based on the organization's practices by functional responsibility and as identified below for duration);
- b. All other paper documents will be destroyed after three years;
- c. All other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year;
- d. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation (check with President, Treasurer or Secretary if in doubt for any current or foreseen litigation if not already notified); and
- e. No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards (Single Audit Act).

The following table indicates the minimum requirements and is provided as guidance, in addition, federal awards and other government grants may provide for a longer period than is required by other statutory requirements.

DOCUMENT MANAGEMENT POLICY

Not all documents listed below may be documents we have today or will ever have, but the list is intended to be comprehensive. Destruction of documents must be authorized by the form contained in our rules. To be clear these are the rules of IGRA and they do not apply to our Member Associations who are independent corporations. Nor are they intended to cover the personal communications of individuals unless such communication is in the execution of their official duties. Additionally, personal carve out disclaimers do not apply if a person copies in an IGRA Officer, Chair, Corporate Auditor, etc. in the execution of their official duties. Once you have put something in the public domain it is out there.

Note to the file: This listing was created by using the sources referenced at the end of the document, comparing and contrasting them and editing to come up with a comprehensive listing with reasonable time frames.

Document Type**Retention Period****Accounting and Finance**

Accounts Payable	7 years
Accounts Receivable	7 years
Annual Financial Statements and Audit Reports	Permanent
Internal Audit Reports	5 years
Internal reports, miscellaneous	3 years
Bank Statements, Reconciliations & Deposit Slips	5 years
Canceled Checks – routine	5 years
Canceled Checks – special, such as loan repayment	Permanent
Credit Card Receipts	3 years
Employee/Business Expense Reports/Documents	7 years
General Ledger	Permanent
Inventory: Records for Products, Materials and Supplies	3 years
Interim Financial Statements	5 years

Contributions/Gifts/Grants

Contribution Records	Permanent
Documents Evidencing Terms of Gifts	Permanent
Grant Records	7 yrs after end of grant period

Corporate and Exemption

Articles of Incorporation and Amendments	Permanent
Bylaws and Amendments	Permanent
Minute Books, including Board & Committee Minutes	Permanent
Annual Reports to Attorney General & Secretary of State	Permanent
Other Corporate Filings	Permanent
IRS Exemption Application (Form 1023 or 1024)	Permanent
IRS Exemption Determination Letter	Permanent
State Exemption Application (if applicable)	Permanent
State Exemption Determination Letter (if applicable)	Permanent
Licenses and Permits	Permanent
Employer Identification (EIN) Designation	Permanent

Correspondence and Internal Memoranda

Hard copy correspondence and internal memoranda relating to a particular document otherwise addressed in this Schedule should be retained for the same period as the document to which they relate.

Hard copy correspondence and internal memoranda relating to routine matters with no lasting significance	Two years
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Correspondence and internal memoranda important to the organization or having lasting significance, legal	Permanent, but subject to review
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Electronic Mail (E-mail) to or from the organization

Electronic mail (e-mails) relating to a particular document otherwise addressed in this Schedule should be retained for the same period as the document to which they relate, but may be retained in hard copy form with the document to which they relate.

E-mails considered important to the organization or of lasting significance should be printed and stored in a central repository .	Permanent, but subject to review
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E-mails not included in either of the above categories 12 months

Electronically Stored Documents

Electronically stored documents (e.g., in pdf, text or other electronic format) comprising or relating to a particular document otherwise addressed in this Schedule should be retained for the same period as the document which they comprise or to which they relate, but may be retained in hard copy form (unless the electronic aspect is of significance).

Electronically stored documents considered important to the organization or of lasting significance should be printed and stored in a central repository (unless the electronic aspect is of significance).

Permanent, but subject to review

Electronically stored documents not included in either of the above categories

Two years

Employment, Personnel and Pension

Personnel Records

7 yrs after employment ends

Employee contracts

7 yrs after termination

Retirement and pension records

Permanent

Employment applications

3 years

Payroll records (including Time Sheets)

7 Years

Insurance

Property, D&O, Workers' Compensation and General Liability Insurance Policies

Permanent

Insurance Claims Records

Permanent

Legal and Contracts

Contracts, related correspondence and other supporting documentation

10 yrs after termination

Patents & Trademarks

Permanent

Legal correspondence

Permanent

Management and Miscellaneous

Strategic Plans

7 years after expiration

Disaster Recovery Plan

7 years after replacement

Policies and Procedures Manual

Current version with revision history

Records and Documents from our Member Associations

Membership Application New

Permanent

Membership Renewal

5 years after approval

Membership Territory Changes

Permanent after approval

Membership Lists

2 years after update received

Rodeo Applications

5 years after approval

Property – Real, Personal and Intellectual

Property deeds and purchase/sale agreements

Permanent

Property Tax

Permanent

Real Property Leases

Permanent

Personal Property Leases

10 years after termination

Trademarks, Copyrights and Patents

Permanent

Tax

Tax exemption documents & correspondence	Permanent
IRS Rulings	Permanent
Annual information returns – federal & state	Permanent
Tax returns	Permanent

Donation records of endowment funds and of significant restricted funds: Permanently [Note: Donation records include a written agreement between the donor and the charity with regard to any contribution, an email communication or notes of or recordings of an oral discussion between the charity and the donor where the representative of the charity made representations to the donor with regard to the contribution on which the donor may have relied in making the gift.]

Sources Reviewed in the creation of this final listing above:

- National Council of Non-Profits
- Retention of documents related to lawsuits is one of only two provisions of Sarbanes-Oxley that are applicable to nonprofits. Nationally recognized nonprofit attorney *Tom Silk* wrote a Model Document Retention Policy on a pro bono basis for *CompassPoint Nonprofit Services* to use and to make available for all nonprofits.
- Charities Council Review
- Public Counsel Law Center
- Council of Non-Profits
- American Institute of CPA's (AICPA)
- IRS Documents