



**McALLEN CONVENTION CENTER – CIVIC AUDITORIUM**  
 SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CONVENTION FACILITIES

CONTRACT (RESERVATION) NO. EMS ####

CLIENT NAME: **Insert Client Name**  
 AUTHORIZED AGENT: **Insert Name of Authorized Agent** TITLE: **Self**  
 CLIENT ADDRESS: **Insert Client Address**  
**Insert City, State Zip Code** Prepared by: **Insert Sales Person**

EVENT NAME: **Insert Event Name**

This License Agreement (“LICENSE”) is made and entered into by and between the City of McAllen (“CITY”) a municipal corporation of the State of Texas, acting by and through its Director of Convention Facilities, (“Director”) and **Insert Client Name**, hereinafter called LICENSEE, for the following express purposes and conditions, all of which the LICENSEE hereby covenants and agrees with CITY to keep and perform:

**I. PAYMENT TO CITY AND GRANT AND TERM OF LICENSE**

I.1. That CITY, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by LICENSEE, does hereby agree to furnish certain space, hereinafter called LICENSED PREMISES, located in the McAllen Convention Facilities, City of McAllen, Hidalgo County, Texas, as designated below, and LICENSEE agrees as consideration hereof and as payment for the right herein granted to use the LICENSED PREMISES to pay CITY as follows (More fully described in Addendum I - Cost Estimate/Proposal):

Licensed Premises:

**Facility: Rooms Leased by Client**

Commencement/Conclusion:

**Commencement (Event Move-in): Event Move-in Time Day, Month, Date, Year**

**Conclusion (Event Move-out): Event Move-out Time, Day, Month, Date, Year**

Payment Schedule – Room Rental Only:

Estimated Minimum Total Due	25% Deposit Due (P.O. # if applicable)	Final Deposit Due (30 days before commencement)
<b>\$0,000.00</b>	<b>\$0,000.00</b>	<b>\$</b>

I.2. LICENSEE further agrees to pay to CITY on demand any and all sums which may be due CITY for additional services, accommodations or materials as may be requested by LICENSEE as provided in Article II entitled “ADDITIONAL SERVICES.” Total balance owed for additional rents and/or additional services is due CITY upon request for service by LICENSEE.

I.3. The amounts above are based on rates approved by CITY minute order dated April 14<sup>th</sup>, 2008 “Convention Rates

Policy”

## II. ADDITIONAL SERVICES

- II.1. Should LICENSEE require additional services, accommodations or materials other than those ordinarily provided for the LICENSED PREMISES, which the DIRECTOR or his designee agrees could be provided by CITY, such as special set-ups or special labor requests, and LICENSEE desires CITY to provide those services, LICENSEE shall make a written request for said services no later than 60 days prior to the Commencement Date. LICENSEE agrees to pay any and all sums agreed to by the parties to CITY for said additional services. Such payment shall be made to CITY at the office of the McAllen Convention Center, 700 Convention Center Boulevard, McAllen, Texas 78501. Total balance owed for additional services is due CITY prior to commencement of the event.

## III. RELEASE OF SPACE

- III.1. Should LICENSEE release all or any portion of the LICENSED PREMISES described herein, LICENSEE will forfeit all payment made on the released space, unless the released space is re-booked to another party.

## IV. USE OF LICENSED PROPERTY AND EQUIPMENT

- IV.1. The LICENSED PREMISES and equipment shall be used for the purpose of **Insert Event Name** and for no other purpose without the prior written consent of the CITY. The CITY reserves the right to review the intended use of the LICENSED PREMISES. The LICENSEE may not use the LICENSED PREMISES for any purpose other than that specifically agreed to by CITY.
- IV.2. LICENSEE understands that CITY has sole control of all concession rights as reserved in Article 4.13 hereof, and that NO FOOD OR BEVERAGE, WITH OR WITHOUT CHARGE, SAMPLES OR OTHERWISE, MAY BE SERVED OR DISTRIBUTED BY LICENSEE WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. FURTHER, LICENSEE WILL NOT ALLOW ANY ATTENDEE TO BRING IN FOOD OR BEVERAGE.
- IV.3. PERSONNEL AND EXCLUSIVE SERVICES. LICENSEE shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the McAllen Convention Facilities including, but not limited to, ticket sellers, ticket takers, ushers, registration personnel, security guards, paramedics, spotlight operators, sound system technicians, electricians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of LICENSEE. McAllen Convention Facilities has exclusive contracts for various services more fully described in Addendum II attached hereto and made a part of this LICENSE. LICENSEE agrees that each person employed by LICENSEE to provide services in the McALLEN CONVENTION FACILITIES will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. LICENSEE agrees to replace any such employee failing to do so upon notice by DIRECTOR.
- IV.4. CONTROL OF BUILDING. In furnishing the LICENSED PREMISES, CITY reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises.
- IV.5. EXHIBITS. All exhibits shall be removed from the exhibit area of the LICENSED PREMISES on or before **Event Move-out Time, Day, Month, Date, Year**. In the event that the above stated area is not vacated by LICENSEE on the date above, named, CITY is hereby authorized to remove from said area and to store at the expense of LICENSEE all personal property of any and all kinds and descriptions which may then be occupying the LICENSED PREMISES. CITY shall not be liable for any damages to or loss of such personal property which may be sustained due to such removal or resulting from the place to which it may be removed. CITY is hereby expressly released from any and all claims for any damages of whatever kind or nature.
- IV.6. REMOVAL OF INSTALLATIONS AND PROPERTY OF LICENSEE. In the event platforms, staging or other structures are erected by LICENSEE or any of the exhibitors in any portion of the building, the expense of such erection and removal shall be paid for by LICENSEE. All property of LICENSEE shall be removed from the LICENSED PREMISES at the expiration of the term hereof.
- IV.7. ALTERATIONS. LICENSEE will not cause or permit any nails or any other things to be driven into any portion of the McAllen Convention Facilities, nor cause or permit any changes, alterations, repairs, painting, or staining of any part of the LICENSED PREMISES or furnishing or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the McAllen Convention Facilities or the furnishings thereof. TAPE

OR OTHER ADHESIVE MATERIALS MAY NOT BE APPLIED TO WALLS OR OTHER SURFACES OF THE LICENSED PREMISES WITHOUT THE PRIOR APPROVAL OF DIRECTOR. ALL PRODUCTS OR BALLOONS THAT COULD RISE TO THE CEILING BECAUSE OF THE PRODUCT'S PHYSICAL PROPERTIES ARE PROHIBITED ALONG WITH DECORATIONS OR ITEMS THAT CREATE A SUBSTANTIAL RISK OF DAMAGE OR EXCESSIVE LITTER. LICENSEE will pay the costs of repairing any damages which may be done to the LICENSED PREMISES or any of the fixtures, furniture or furnishings thereof by an act of LICENSEE or any of the LICENSEE'S employees or agents or anyone visiting the LICENSED PREMISES upon the invitation of LICENSEE, including the patrons of the event of LICENSEE. DIRECTOR shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of LICENSE, LICENSEE is to be held responsible.

- IV.8. SEATING CAPACITY. In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition, or other event be in excess of the designated capacity as determined by the City's Fire Marshall.
- IV.9. AISLES AND ALL ACCESS CLEAR. LICENSEE will permit no chairs, moveable seats or other obstructions to be or remain in the entrances, exits or passageways and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, or access to public utilities of said building shall be obstructed by LICENSEE or used for any purpose other than for ingress and egress to and from the LICENSED PREMISES.
- IV.10. RESPONSIBILITY FOR DAMAGE. If said LICENSED PREMISES, or any portion of said building, during the term of this LICENSE shall be damaged by the act, omission or negligence of LICENSEE, or of LICENSEE's agent, employees, patrons, guests, or any person admitted to the said LICENSED PREMISES, by LICENSEE, LICENSEE will pay to CITY, upon demand, such sum as shall be reasonably necessary to restore said LICENSED PREMISES to its present condition. LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said LICENSED PREMISES, or to any portion of said building with the consent of LICENSEE'S employees or any person acting for or on behalf of LICENSEE.

CARPETED AREAS: Specifically, if any carpeted area, not restricted to Ballrooms, Meeting Rooms, Concourses, Palm Lobby, is driven over by a motorized vehicle, that area must be protected from damage. In order to prevent damage, the mandatory method of protection is additional clean carpet laid upside down on the area to be driven. No other method will be permitted.

- IV.11. SECURITY PERSONNEL. As a condition of the granting of this LICENSE, LICENSEE agrees to provide adequate security at all times. Security arrangements for unarmed personnel are made through the Manager of Operations of the McAllen Convention Facilities Department. Any event in which alcoholic beverages are sold or consumed require off-duty McAllen Police Officers, which arrangements for such services must be made through the Office of the Chief, McAllen Police Department, and are subject to the approval of DIRECTOR.

LICENSEE must contact the Chief's designated representative at (956) 972-7471 no later than thirty (30) days prior to the event. LICENSEE's failure to make such security arrangements may result in termination of this LICENSE.

- IV.12. LICENSEE'S REPRESENTATIVE. A representative of LICENSEE approved by DIRECTOR or his designee shall remain on the premises during the term hereof and until performers and the public have left the premises.
- IV.13. RESERVED RIGHTS. CITY reserves the sole and exclusive right to sell or serve on, in or about the LICENSED PREMISES any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, or CITY may grant all concession rights to any party or parties designated by CITY, and no food or beverage, samples, or otherwise, may be served or distributed by LICENSEE without the prior written consent of CITY. CITY likewise reserves the right, through its DIRECTOR, his designee or CITY'S Police Officers, to eject any objectionable persons from said building, and upon the exercise of this authority, LICENSEE hereby waives any right and all claims for damages against the CITY, or any of its agents, officials, or employees.

## V.

### INDEMNITY

- V.1. LICENSEE CONVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO LICENSEE'S ACTIVITIES UNDER THIS LICENSE AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE,

EMPLOYEE, CONSULTANT OR SUB-LICENSEE OF LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS LICENSE AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. LICENSEE SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR LICENSEE KNOWN TO LICENSEE RELATED TO OR ARISING OUT OF LICENSEE'S ACTIVITIES UNDER THE LICENSE AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT LICENSEE'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING LICENSEE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

- V.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS LICENSE AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE, IS AN INDEMNITY EXTENDED BY LICENSEE TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, EXCLUDING WHERE THE CAUSE OF THE INJURY, DEATH OR DAMAGE WAS A CONSEQUENCE OF CITY'S SOLE NEGLIGENCE UNDER THIS AGREEMENT. LICENSEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY, ANY CLAIM OR LITIGATIONS BROUGHT AGAINST CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

## VI.

### INSURANCE REQUIREMENTS

- VI.1. Prior to the commencement of any work under this LICENSE, LICENSEE shall furnish an original completed Certificate(s) of Insurance to CITY's Convention Facilities Department, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to CITY. CITY shall have no duty to perform under this LICENSE until such certificate shall have been delivered to the CITY's Convention Facilities Department.
- VI.2. CITY reserves the right to review the insurance requirements of this article during the effective period of this LICENSE and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this LICENSE, but in no instance will CITY allow modifications whereupon CITY may incur increased risk.
- VI.3. LICENSEE'S financial integrity is of interest to CITY, therefore, subject to LICENSEE'S right to maintain reasonable deductibles in such amounts as are approved by CITY, LICENSEE shall obtain and maintain in full force and effect for the duration of this LICENSE, and any extension hereof, at LICENSEE'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
a. Licensee shall either have worker's compensation insurance or elect to be a non-subscriber as allowed under Texas law.	
2. Commercial General (public) Liability Insurance to include coverage for the following:	
a. Premises operations	
b. Independent contractors*	Bodily Injury and Property
c. Products/completed operations	Damage of \$1,000,000 per
d. Personal Injury	occurrence, with a \$2,000,000
e. Contractual liability	General Aggregate, or its equivalent
f. Broad form property damage, to include fire legal liability	in umbrella or excess liability coverage
3. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property
Damage of \$500,000 per occurrence	

- a. Owned/lease vehicles
- b. Non-owned vehicles
- c. Hired vehicles

\*if applicable

VI.4. CITY acknowledges and agrees that LICENSEE is permitted to maintain the insurance coverage herein through a system of self-insurance or self retention amounts/policies.

VI.5. LICENSEE agrees that, with respect to the above required insurance, all insurance agreements and Certificate(s) of Insurance will contain the following required provisions:

Name CITY and its officers, employees, volunteers, and elected representatives as additional insured with respect to operations and activities of, or on behalf of, the named insured performed under this agreement with CITY, with the exception of the workers' compensation and professional liabilities policies;

Provide for an endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy;

Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of CITY.

VI.6. LICENSEE shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

City of McAllen  
 Convention Facilities Department  
 P.O. Box 220  
 McAllen, Texas 78505-0220

VI.7. If LICENSEE fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have, and is not the exclusive remedy for failure of LICENSEE to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon LICENSEE'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order LICENSEE to stop work hereunder, and/or withhold any payment(s) which become due to LICENSEE hereunder until LICENSEE demonstrates compliance with the requirements hereof.

VI.8. Nothing herein contained shall be construed as limiting, in any way, the extent to which LICENSEE may be held responsible for payments of damages to persons or property resulting from LICENSEE'S or its subcontractors' performance of the work covered under this LICENSE.

## **VII. COPYRIGHT INDEMNIFICATION**

VII.1. LICENSEE AGREES TO ASSUME FULL RESPONSIBILITY FOR COMPLYING WITH THE FEDERAL COPYRIGHT LAW OF 1978 (17 U.S.C. 101, ET SEQ, as amended,) AND ANY REGULATIONS ISSUED THEREAFTER 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 REPRESENTATIVES OF SAID COPYRIGHT OWNER, AND LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS, FOR ANY CLAIMS, LOSSES EXPENSES OR DAMAGES, GROWING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.

## **VIII. LAW OBSERVANCE/TAXES**

VIII.1. LICENSEES shall not do, nor suffer to be done, anything on the LICENSED PREMISES, during the term of this LICENSE, in violation of the laws of the United States, the State of Texas, or any of the ordinances of CITY. Further, LICENSEE shall obey all rules and regulations of CITY for the government and management of the McAllen Convention Facilities, together with all rules and requirements of the police and fire departments of CITY. LICENSEE

agrees that every employee, agent or invitee connected with the purpose for which the premises are licensed shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said LICENSEE is called to such violations, LICENSEE will immediately desist from and correct such violations.

VIII.2.If actual sales are made on the LICENSED PREMISES, LICENSEE must inform each seller of the applicable sales tax. This rate is subject to change and LICENSEE must check with the Local State Comptroller's Office (1(800) 252-5555) prior to show date to ascertain the current rate. Additionally, LICENSEE is responsible for ensuring that each seller possesses a sales permit number prior to the start of the show.

**IX. ATTORNEY'S FEES**

IX.1. If CITY is required to file suit to collect any amount owed it under this LICENSE for LICENSEE'S use of the LICENSED PREMISES, CITY shall be entitled to collect reasonable attorney's fees.

**X. NON-DISCRIMINATION**

X.1. LICENSEE, its agents, and employees agree not to discriminate on account of race, color, religion, national origin, gender, or handicapped condition in the use of or admission to the LICENSED PREMISES.

**XI. PERFORMANCE QUALITY**

XI.1. LICENSEE hereby agrees that no activity, performance, exhibition or entertainment (attraction) shall be given or held or take place in the LICENSED PREMISES herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, lewd, or immoral, and should any exhibition or performance or any part thereof be deemed by DIRECTOR to be dangerous, illegal, indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities, then said DIRECTOR shall have the right to demand of LICENSEE that LICENSEE immediately, upon receipt of such notice, make such changes.

**XII. ABANDONED ITEMS**

XII.1. CITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the LICENSED PREMISES. LICENSEE agrees to hold CITY harmless from dispensing of said articles not claimed within 24 hours after the end of the event.

**XIII. TERMS USED**

XIII.1.It is understood that whenever this LICENSE authorizes or requires CITY to take any action, it may be done by DIRECTOR, his designee or by other persons designated by the City Manager.

**XIV. CANCELLATION BY CITY**

XIV.1.Violation by LICENSEE of any covenant, agreement or condition contained herein shall be cause for termination hereof by CITY. In such a case, LICENSEE forfeits any payment already made and is entitled to a refund only if the canceled space is re-booked to another party. In addition, CITY may likewise terminate this LICENSE if the LICENSEE should, prior to the date of occupancy hereunder, violate any covenant, agreement, or condition in any other agreement which the LICENSEE might have for use of the Convention Facilities or should a court having jurisdiction over LICENSEE take its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act. Written notice of such cancellation will be given to the LICENSEE by DIRECTOR. LICENSEE waives any and all claims for damages against CITY resulting from such cancellation.

**XV. NO WAIVER**

XV.1. No waiver by CITY of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

**XVI. IMPOSSIBILITY OF PERFORMANCE**

XVI.1.If the (a) McAllen Convention Facilities or any portion thereof be destroyed or damaged by fire or other calamity so as to prevent the use of the LICENSED PREMISES for the purposes and during the periods specified in this LICENSE, or (b) if the use of the LICENSED PREMISES by LICENSEE shall be prevented by an act of God, strike, lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of CITY, then this LICENSE shall terminate. CITY shall not be liable or responsible to LICENSEE for any damages caused thereby and LICENSEE hereby waives any claim against CITY for damages by reason of such termination, except that any unearned portion of the rent due thereunder shall abate, or, if previously paid, shall be refunded by CITY to LICENSEE.

XVI.2.Further, in the event of an occurrence described in 16.1, CITY reserves the right to relocate LICENSEE to an alternate space within the Convention Facilities which is suitable for the use of LICENSEE should such relocation becomes necessary. In the event of such relocation, this agreement shall continue in full force and effect with the new location substituted for the old location. CITY shall use its best efforts to avoid any unnecessary inconvenience to LICENSEE.

**XVII. SEVERABILITY**

XVII.1.In case any one or more of the provisions contained in this LICENSE shall for any reason be held to be invalid, illegal, unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this LICENSE shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

**XVIII. NOTICES**

XVIII.1.Any notices required or appropriate under this LICENSE shall be given in writing to LICENSEE at the address shown below, and to City of McAllen, c/o Director of Convention Facilities, P.O. Box 220, McAllen, Texas 78505-0220.

**XIX. HEADINGS**

XIX.1.The paragraph headings contained herein area for convenience of reference and are not intended to define, extend, or limit any provisions of this LICENSE.

**XX. NO ASSIGNMENT**

XX.1. This LICENSE is personal to LICENSEE. It is non-assignable and any attempt to assign this LICENSE will terminate all rights and privileges herein granted.

**XXI. TEXAS LAW TO APPLY**

XXI.1.This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this LICENSE shall be in Hidalgo County, Texas. This LICENSE is made and is to be performed in Hidalgo County, Texas, and is governed by the laws of the State of Texas.

**XXII. ENTIRE AGREEMENT**

XXII.1.This LICENSE contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this LICENSE, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written or contained in Addendum(s).

**XXIII. ASSISTED LISTENING DEVICES**

XXIII.1.The McAllen Convention Facilities makes available, at no cost to LICENSEE, a TELFEX F/M Assistive Listening System, consisting of a transmitter and wireless receivers for use during events. The system is made available in compliance with Title II (State & Local Government) of the Americans with Disabilities Act (ADA).

LICENSEE, in compliance with the provisions of Title III of the ADA (Public Accommodations) and policies of the Department of Convention Facilities is required to:

1. Utilize the provided system or supply one of its own;
2. Advertise the availability of the assistive listening devices through the use of on-site signs, event programs, brochures and/or distributed promotional materials;
3. Maintain an audio feed to the system;
4. Administer the system through responsible distribution, collection, and return of the wireless transmitters and;
5. Supply staff to administer the system, receive the headsets and assure proper return of the equipment to the facilities.

Arrangements for the use of the system can be made through the assigned Event Coordinator in advance of the dates requested.

LICENSEE is responsible for the proper storage, collection and prompt return of the loaned devices to the facilities at the end of the event and will be charged for any damage, loss or theft of the system or associated equipment.

XXIII.2.McAllen Convention Center falls under Title II (State & Local Government) American with Disabilities Act (ADA) and is maintained and operated with regard to the requirements of the Act.

**XXIV.**

**TICKETING**

XXIV.1.In the event that tickets are sold to the public for the event described in this LICENSE, arrangements for tickets will be made through the exclusive ticketing service contractor more fully described in Addendum II attached hereto and made a part of this LICENSE.

**XXV.**

**AUTHORIZED AGENT**

XXV.1.The signer of this LICENSE for LICENSEE hereby represents that he or she has full authority to execute this LICENSE on behalf of LICENSEE.

**SIGNATURE:** By signing of this Agreement the Licensee hereby acknowledges that all terms and conditions, rules and regulations and schedules are understood and accepted.

**CITY OF McALLEN**

**For LICENSEE:**

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

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

**Omar Rodriguez, Director  
Convention Facilities Department**

**Authorized Agent**  
Name: **Insert Name of Authorized Agent**  
Title: **Self**

Executed this day: \_\_\_\_/\_\_\_\_/\_\_\_\_

Executed this day: \_\_\_\_/\_\_\_\_/\_\_\_\_





**McALLEN CONVENTION CENTER – CIVIC AUDITORIUM**

SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CONVENTION FACILITIES

APPENDIX A COST ESTIMATE/PROPOSAL

{insert signed cost estimate/Proposal}



**McALLEN CONVENTION CENTER – CIVIC AUDITORIUM**  
SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CONVENTION FACILITIES  
**ADDENDUM II – EXCLUSIVE SERVICES**

PERSONNEL AND EXCLUSIVE SERVICES. LICENSEE shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the McAllen Convention Facilities including, but not limited to, ticket sellers, ticket takers, ushers, registration personnel, security guards, paramedics, spotlight operators, sound system technicians, electricians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of LICENSEE. McAllen Convention Facilities has exclusive contracts for various services as follows:

1. Banquet Service and Concessions: Catering and Food and Beverage Concessions within the McAllen Convention Center facilities are under exclusive contract. All details and payments relative to food and beverage must be coordinated through the exclusive caterer, Centerplate, under a separate contract. Centerplate may be reached at (956) 681-3863.
2. McAllen Off-duty Police: LICENSEE is responsible for security comprised of off-duty McAllen Police Department officers at any event in which alcohol is being served or sold. The final number of officers is determined solely by the McAllen PD based on event requirements. MCC clients can contact the McAllen PD directly at (956) 972-7471 for more information or to make arrangements. McAllen Off-duty Police are independent contractors.
3. Ticketing Service: Public performances such as but not limited to concerts, plays, musicals, recitals, and sporting events offering tickets sold to the public for general admission and/or reserved seating. Require a separate contract with our exclusive ticketing service company EX-TIXX. This service is provided through separate contract coordinated through the CITY's Box Office Coordinator.
4. Event Service Personnel: These services are ordered through the CITY's assigned Event Coordinator and are made part of this agreement.
  - a. Ticket takers/Ushers
  - b. Electricians
  - c. Security Guards
  - d. A/V technicians (house equipment)