



**INFORMATION FOR PROPOSERS
TO MANAGE AND OPERATE CARNIVAL
DURING FIESTA® 2023 - 2025
(Option Years 2026 – 2028)
March 3, 2022**

FIESTA® SAN ANTONIO
COMMISSION, INC.
110 Broadway, Ste. 350
San Antonio, TX 78205
(210) 227-5191
www.fiestasanantonio.org
steve@fiestasanantonio.org



INFORMATION FOR PROPOSERS
TO MANAGE AND OPERATE CARNIVAL

1. REQUEST FOR COMPETITIVE PROPOSALS

Fiesta® San Antonio Commission, Inc. (the "Fiesta® Commission") hereby solicits proposals for the management and operation of a Carnival. Evaluation criteria are set out in this information package.

Sealed proposals should be mailed or delivered to the office of the Fiesta® Commission, 110 Broadway, Ste. 350, San Antonio, TX 78205. Proposals must be received no later than 12:00 Noon CDT on May 16, 2022. Public inspection of the proposals will not be permitted. Proposals received after this time will be returned unopened.

2. DEFINITIONS

Contract: The Fiesta® Carnival Contract attached hereto as Exhibit "Z".

Licensee: Person or entity who has signed the Fiesta® Carnival Contract with the Fiesta® Commission.

Proposer: Any party submitting a response to this Request for Proposals.

Ordinance: The City of San Antonio ("City") Ordinance #2018-12-13-1019 which authorizes the Fiesta® Commission to be coordinator of Fiesta® attached hereto as Exhibit "Z-1", as may be amended from time to time.

Any capitalized words have the same meanings set out in the Contract.

3. GENERAL DESCRIPTION OF THE CARNIVAL

The Licensee shall use the site more particularly described on the map attached hereto as Exhibit "Z-II" at the Alamodome. The Fiesta® Commission will require a portion of the Carnival Site as a location for booths and activities for its corporate sponsors. Licensee shall provide assistance to the Fiesta® Commission for the location of these activities, including water, electricity and trash disposal, including recycling.



The Contract shall commence with Fiesta® in 2023 and continue through and include Fiesta® 2025 (three years). The Contract shall also contain an option term of three (3) additional years to be exercised solely by the Fiesta® Commission.

The dates of Fiesta® for the Contract are:

- April 20 through 30, 2023
- April 18 through 28, 2024
- April 24 through May 4, 2025
- April 16 through 26, 2026
- April 15 through 25, 2027
- April 20 through 20, 2028

The selected Proposer shall cause to be made, executed and furnished to the Fiesta® Commission, an Irrevocable Letter of Credit acceptable to the Fiesta® Commission in the amount of One Hundred Thousand and No/100's (\$100,000.00) conditioned on the faithful performance of all conditions and covenants of the Contract. The Irrevocable Letter of Credit shall be maintained throughout the term of the Contract. The Irrevocable Letter of Credit will be required from the successful Proposer no later than sixty (60) days after notice of award. Failure to provide the Irrevocable Letter of Credit by said date shall result in no award of the Contract and forfeiture of the successful Proposer's proposal deposit.

Proposer acknowledges that the footprint of the carnival at the Alamodome will take place on property owned by the City. Proposer will be required to comply with the terms of the Ordinance and execute a license agreement with the City for Lease for the Carnival footprint as set out in the Contract attached.

4. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference by phone will be held with the Fiesta® Commission on April 18, 2022, at 3 p.m. Proposers are encouraged to prepare and submit, in writing, their questions prior to start of the pre-proposal conference in order to expedite the proceedings. Questions should be submitted via email to steve@fiestasantonio.org. Any amendments or revisions to the RFP resulting from the conference will be developed as expeditiously as possible and will be forwarded to all parties requesting this initial package.



5. TERMS, CONDITIONS AND INSTRUCTIONS FOR COMPLETING PROPOSALS

A. Terms and Conditions

1. The Fiesta® Commission reserves the right to reject any and all proposals and/or to waive any irregularities and/or to accept any proposal it deems to be in the Fiesta® Commission's best interest.
2. Questions or comments pertaining to amendments or documents must be received in writing in advance of the Pre-Proposal Conference. All Proposers will receive a copy of the Fiesta® Commission's response to questions.
3. At the option of the Fiesta® Commission, provisions other than the term and proposed fees and payments may be negotiated with the selected Proposer.
4. The Fiesta® Commission reserves the right to amend the Contract during the proposal period. If amendments are made to the Contract, an addendum or draft will be forwarded to all individuals requesting proposals.
5. The Fiesta® Commission will reject a company's proposal if more than one proposal is received from the company or if it is found that collusion exists between or amongst Proposers. Incomplete proposals will not be considered.
6. The Fiesta® Commission reserves the right to ask for presentations and/or ask for clarifications from any or all Proposers prior to Contract award.

B. Instructions

1. Proposals must be totally complete and free from ambiguity.
2. Proposal forms must be completed and proposals must be signed by Proposer, or, in the case of a corporation, partnership, or joint venture, a legally authorized representative.
3. Proposer may submit additional information that is pertinent (e.g., brochures, photos, etc.).



4. Proposal must be typewritten.
5. Ten (10) complete sets (an original and nine (9) copies) of each proposal must be submitted in addition to one digital copy. The original and all copies, including all required documentation, must be signed by an officer of the proposing company.
6. Proposals must be submitted in a sealed envelope or container marked on the outside as follows:

"Request for Proposal Documents - Do Not Open
Fiesta Carnival Contract"
7. Proposals may be mailed or may be delivered in person to:

Fiesta® San Antonio Commission
110 Broadway, Ste. 350
San Antonio, TX 78205
8. Facsimile transmission of the Proposal or any part of the proposal will not be accepted.
9. The proposal must remain firm for a period of six (6) months following the submission deadline.
10. Proposers shall not communicate with any representative of the Fiesta® Commission or City except for President, Executive Director or Fiesta® Commission legal counsel once this RFP is released until date of award by Fiesta® Commission.

6. EVALUATION CRITERIA

An evaluation committee will be selected by The Fiesta® Commission to evaluate the proposals based on the following factors:

A. Experience of the Proposer (30%)

Considerations: experience operating and managing prior carnivals and concessions; safety; successful completion of any previous contract and experience with the Commission; prior or current litigation between proposer and other parties



relating to carnivals and concessions or other contract disputes; reputation in communities where carnivals operated; drug testing, criminal history of employees and officers; past or pending litigation; insurance claims; financial integrity, financial commitment, financial history, and financial references.

B. Proposed Consideration (30%)

Consideration: Financial consideration paid to the Fiesta® San Antonio Commission, Inc.

C. Local Participation (20%)

Considerations: opportunities to participate by small, local and minority businesses; outreach to the community through partnerships and civic activities, in particular, Fiesta® annual sponsors.

D. Price Schedule and Affordability (20%)

Considerations: proposed ticket price structure; proposed marketing plan; reduced price "special" events.

7. AWARD OF PROPOSAL

All properly completed proposals will be reviewed by the Fiesta® Commission. Recommendations will be made through the President to the Executive Committee of the Fiesta® Commission for award of the Contract. Oral presentation may be allowed at the discretion of the Fiesta® Commission. The Licensee must execute the Contract with the Fiesta® Commission within thirty (30) days after award of the Contract by the Fiesta® Commission. The Fiesta® Commission reserves the right to rescind its award prior to execution. Fiesta® Commission will also brief the City of San Antonio on its recommendation.

8. CONTRACT

Contract imposes on successful proposer many additional obligations and fees required by Fiesta® Commission and City. It is imperative that proposer review carefully the draft contract enclosed. Proposer's response to RFP will be incorporated into the Contract prior to execution, in particular, proposer's response addressing local participation, price schedule, and affordability. Fiesta® Commission may revise the Contract to reflect additional terms and conditions and to incorporate response from proposer.



9. GREEN POLICY

City has adopted a comprehensive policy for reuse and recycling for all events on City property ("Green Policy") attached to the Contract as Exhibit "Z-IX." Proposer shall address in the response its plan for complying with Green Policy.



PROPOSAL TO OPERATE

FIESTA® COMMISSION SAN ANTONIO, INC.

CARNIVAL

FIESTA® 2023 – 2025

(Option Years 2026 – 2028)

Proposer:



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- A. Proposer Information
- B. Experience of the Proposer
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- D. Presence in the Community, Small Business Involvement, and Local Outreach
- E. Price Schedule and Affordability
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- G. Exhibits
- H. Proposer's Declaration
- I. Proposer's Signature

Exhibits:

- "Z" Fiesta Carnival Contract
- "Z-I" Ordinance and Fiesta Commission Contract with City
- "Z-II" Carnival Site
- "Z-III" Proposed Ticket Novelty/Souvenir and Food and Beverage Menu Price Schedule
- "Z-IV" Small Business, Community Involvement, and Local Outreach Policy
- "Z-V" Insurance Provisions
- "Z-VI" Carnival Security
- "Z-VII" License Agreement with Alamodome
- "Z-VIII" Hours of Operation
- "Z-IX" Green Policy



PROPOSAL FORM
CARNIVAL PROPOSAL

A. PROPOSER INFORMATION

Name of Firm (exactly as it appears on agreement) _____

Taxpayer ID Number _____

Principal Office Address (physical and mailing) _____

Telephone Number _____

Contact Person _____

Email Address _____

Website Address of Firm _____

Form of Business Entity Partnership * Corporation *

Joint Venture * Individual/Sole Proprietorship

*Please fill out the appropriate detail on following pages based on type of entity



FORM OF ENTITY (PARTNERSHIP)

If a PARTNERSHIP, answer the following:

Date of Organization _____

Partnership Type General Limited
Partnership Agreement Recorded? Yes No

Agreement Date: _____ Book: _____

Information Page: _____ County: _____

Partnership Done Business in Texas? Yes No When _____

Partner Information

(List name, physical address, and partnership share of each general partner)

Name	Address	Share (%)

Please attach a copy of the partnership agreement.



FORM OF ENTITY (CORPORATION)

If a CORPORATION, answer the following:

When Incorporated _____
 Where Incorporated _____
 Corporation Authorized to Do Business in Texas? Yes No
 Corporation is Held Publicly Privately

If Texas is not state of incorporation:

Attach Certificate of Authority (pursuant to Article 8.-7 of the Texas Business Corporation Act to transact business in Texas.

Address of registered office in Texas _____
 Name of Registered Agent in Texas _____

PRINCIPAL SHAREHOLDERS (Owning 10% or more of Corporation’s Issued Stock)

Furnish the name, title and address of each officer, director and principal shareholders owning 10% or more corporation's issued stock and any person or organization with a contractual arrangement to participate in its profits (if any person responding to this sub-section is a corporation or other business entity, please provide information concerning ownership of such entity).

Directors Information

(Furnish the name, physical address, and principal business affiliation)

Director’s Name	Address	Principal Business Affiliation other than Proposer’s Partnership





FORM OF ENTITY (CORPORATION) continued

Officer Information

(Furnish the name, office held, and address of each officer)

Officer Name	Officer Position	Address

Principal Shareholder Information

(Furnish the name, physical address, and principal business affiliation)

Shareholder's Name	Address	Principal Business Affiliation other than Proposer's Partnership



e. Please attach certificate of good standing.

FORM OF ENTITY (*JOINT VENTURE)

If a JOINT VENTURE, answer the following:

Date of Organization _____

Joint Venture Recorded? Yes No

Joint Venture Date: _____ Book: _____

Information Page: _____ County: _____

Joint Venture Done Business in Texas? Yes No When _____

Joint Venture Group Information

Joint Venture Name	Address	Percent Ownership	Business Role

f. Please attach a copy of the Joint Venture Agreement.



B. EXPERIENCE OF THE PROPOSER

1. Provide the continuous number of years engaged in the Carnival business.

2. List Carnival (or equivalent). For each operation/event, list approximate size (sq. ft.) of operations, the number of rides and the number of concessions operated at each event. Provide layouts of event listed.

Operations	Approximate Size	Number Rides	Number Concessions

3. Have any agreements held by Proposer for the operation of a Carnivals contract ever been terminated? Yes () No ().
If yes, give details.

4. **Operational References**
List persons or businesses who have knowledge of your ability to manage and operate a Carnival.



OPERATIONAL REFERENCE NUMBER 1

Reference Firm _____
Contact Name _____
Contact Title _____
Address _____
Phone _____
Email Address _____
Nature of Association _____

OPERATIONAL REFERENCE NUMBER 2

Reference Firm _____
Contact Name _____
Contact Title _____
Address _____
Phone _____
Email Address _____
Nature of Association _____

OPERATIONAL REFERENCE NUMBER 3

Reference Firm _____
Contact Name _____
Contact Title _____
Address _____
Phone _____
Email Address _____
Nature of Association _____



5. FINANCIAL INTEGRITY OF THE PROPOSER

a. Financial Statements

Proposer shall submit to the Fiesta® Commission a Balance Sheet and Income Statement (by an independent Certified Public Accountant), reflecting Proposer's most recent annual operating period together with a copy of Proposer's annual report, if available. (Please attach).

b. Surety Information

Have you ever had a bond or surety canceled or forfeited? Yes () No (). If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

c. Bankruptcy Information

Have you ever been declared bankrupt or filed for bankruptcy protection? Yes () No ()
If yes, state date, court jurisdiction, cause number, amount of liabilities and amount of assets.

d. Financial References

List two (2) persons or firms with whom you have conducted significant financial transactions during the past three (3) years. If firms are used, give the name of the department and/or person who may be contacted. Proposers are to attach a letter of reference from each of the below listed persons or firms.



FINANCIAL REFERENCE NUMBER 1 – FINANCIAL INSTITUTION

Reference Firm _____
Contact Name _____
Contact Title _____
Address _____
Phone _____
Email Address _____
Nature of Association _____

FINANCIAL REFERENCE NUMBER 2 – FINANCIAL INSTITUTION

Reference Firm _____
Contact Name _____
Contact Title _____
Address _____
Phone _____
Email Address _____
Nature of Association _____



6. OVERALL REPUTATION

- a. Please describe your structure and number of employees, certification/investigation process for employees and/or subcontractors relating to drug use or criminal history.
- b. Please describe any pending or threatened litigation in which you are involved.
- c. Please describe litigation, if any, in which you have been involved that could affect your operation of the Carnival.
- d. Please describe any and all litigation, regulatory actions and/or investigations you have been subject to in the last five (5) years.
- e. Attach a listing of any and all officers and/or employees who have been convicted of a felony or crime of moral turpitude and list the offenses.
- f. Please list all tax liens of any nature, on you or any related or affiliated entity in the past five (5) years.
- g. List five (5) communities in which you have operated a Carnival in the past five (5) years.



COMMUNITY REFERENCE NUMBER 1

Organization _____
Contact Name _____
Contact Title _____
Address _____
Phone _____
Email Address _____
Nature of Association _____
Date of Event _____
Size of Event _____

COMMUNITY REFERENCE NUMBER 2

Organization _____
Contact Name _____
Contact Title _____
Address _____
Phone _____
Email Address _____
Nature of Association _____
Date of Event _____
Size of Event _____

COMMUNITY REFERENCE NUMBER 3

Organization _____
Contact Name _____
Contact Title _____
Address _____
Phone _____
Email Address _____
Nature of Association _____
Date of Event _____
Size of Event _____



7. SAFETY

- (i) Describe your efforts to operate a safe and secure carnival and attach a copy of all accident reports from last three years.
- (ii) Include any terminations of insurance coverage in the last three years.
- (iii) Are any of your employees NARSO-certified and if so, how many?

8. RIDES

- (i) Describe whether you own all rides/concessions/games to perform this Contract including a list of rides, ride category, the ride capacity, and manufacturer.
- (ii) If not, please disclose ownership of rides/concessions/games to be used.
- (iii) Include a current photo of the ride.

Rides should be categorized into the following manner:

Super spectacular (water flume, roller coaster, giant wheel, drop tower, etc. that has more than two trucks or trailers and cost more than \$600,000)

Spectacular - thrill rides that are two semi-trailers or less and cost up to \$600,000

Regular rides – other rides that are not for kids

Kid rides - -rides for smaller children and toddlers

9. DRUG POLICY

- (i) Provide a copy of drug testing policy, detailing the frequency of testing, application to employees/subcontractors, and past results.
- (ii) How are drug tests verified?

10. GREEN POLICY

Describe what steps you propose to comply with City's Green Policy.



C. PROPOSED CONSIDERATION

Indicate the consideration that you would remit to the Fiesta® Commission each year if selected as (2023-2025) and option years (2026-2028). Option years to be exercised solely by the Fiesta® Commission.

Please note the audit and accounting requirements of the Contract in Section Four (4). Licensee must strictly comply with these requirements.

The amount of consideration is in addition to all other requirements and costs imposed on Licensee in the Contract.

D. PRESENCE IN THE COMMUNITY, SMALL BUSINESS INVOLVEMENT, AND LOCAL OUTREACH

Please outline any proposed charitable/civic public service activities community, in which your organization and its employees will participate during the Carnival or throughout the year. Specifically, Fiesta® Commission encourages proposers to consider partnerships, joint ventures, or other methods of allowing small, minority and local business to participate in Fiesta®. Please note that opportunities must be made available for the operation of food or beverage booths at the Carnival Site for local non-profit vendors (all permits shall be the responsibility of Proposer).

E. PRICE SCHEDULE AND AFFORDABILITY

1. Describe your proposed ticket price structure by completing the Price Schedule attached hereto as Exhibit "Z-III" made a part hereof.

Licensee shall also collect a "pass-thru" fee of .50¢ per bottle, can or cup for each alcoholic beverage sold at the Carnival.

Note: If Proposer intends to increase prices during term of Contract or option period, such prices must be listed.

2. Describe your proposed marketing plan to promote the Carnival. Please include, if available:

a. Special promotions;

b. Proposed advertising; and



c. Any and all other marketing plans.

3. Proposed Layout of Fiesta® Carnival

- a. Provide a proposed layout of the carnival, including rides, games, and concessions.
- b. Describe and list the number of concession stands.
- c. Describe and list the number of game booths.
- d. Describe and list the number of rides. Include information on the ride category, ride capacity, manufacturer, and ownership.

Rides should be categorized into the following manner:

Super spectacular (water flume, roller coaster, giant wheel, drop tower, etc. that has more than two trucks or trailers and cost more than \$600,000)

Spectacular - thrill rides that are two semi-trailers or less and cost up to \$600,000

Regular rides – other rides that are not for kids

Kid rides - rides for smaller children and toddlers

F. OTHER INFORMATION

Attach any other information you believe is pertinent to your proposal.

G. EXHIBITS

The following documents are incorporated and made a part of this proposal. Proposer agrees to be bound by all the terms and conditions contained in each Exhibit.

1. Contract: Exhibit "Z"
2. Ordinance and Fiesta Commission Contract with City: Exhibit "Z-I"
3. Carnival Site: Exhibit "Z-II"



4. Proposed Ticket Novelty/Souvenir and Food and Beverage Menu Price Schedule: Exhibit "Z-III"
5. Small Business, Community Involvement, and Local Outreach Policy: Exhibit "Z-IV"
6. Insurance Provisions: Exhibit "Z-V"
7. Carnival Security: Exhibit "Z-VI"
8. License Agreement with Alamodome: Exhibit "Z-VII"
9. Hours of Operation: Exhibit "Z-VIII"
10. Green Policy: Exhibit "Z-IX"

H. PROPOSER'S DECLARATION

PROPOSER UNDERSTANDS, AGREES AND WARRANTS:

1. That Proposer has carefully read and fully understands the information that was provided by the Fiesta® Commission to serve as the basis for submission of this proposal to operate a Carnival and Concessions.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal submitted.
3. That all information contained in the Proposal is true and correct to the best of Proposer's knowledge.
4. That Proposer did not, in any way, collude, conspire, or agree directly or indirectly, with any person, firm, corporation or Proposer in regard to the amount, terms or conditions of this Proposal.
5. That the Fiesta® Commission reserves the right to reject any or all proposals and/or to accept any or all proposals.



6. That by submission of this proposal, the Proposer acknowledges that the Fiesta® Commission has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer and Proposer hereby grants the Fiesta® Commission permission to make said inquiries.
7. That submission of the proposal constitutes a firm offer to the Fiesta® Commission and may be accepted by the Fiesta® Commission at any time prior to 6 months after deadline for submitting proposals or after each proposal submitted has been either accepted or rejected, whichever shall be earlier.

I. PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink on one (1) of the appropriate forms (separate pages).



SIGNATURE PAGE (INDIVIDUAL)

If Proposer is an INDIVIDUAL, sign here:

Name

Doing Business As

THE STATE OF §

COUNTY OF §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____.

Notary Public, State of



SIGNATURE PAGE (PARTNERSHIP OR JOINT VENTURE)

If Proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers must sign here:

Partnership or Joint Venture Name

By: _____
Member of the Partnership
Joint Venture

By: _____
Member of the Partnership
Joint Venture

THE STATE OF §

COUNTY OF §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, _____ of _____ in the capacity therein stated and on behalf of that partnership or joint venture.

Notary Public, State of



SIGNATURE PAGE (CORPORATION)

If Proposer is a CORPORATION, the duly authorized officer(s) must sign as follows:

The undersigned certified that they are respectively

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this Proposal Form by resolution (attach Certified Copy) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name

By: _____

Title

THE STATE OF §

COUNTY OF §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, of _____, a _____ corporation, in the capacity therein stated and on behalf of that corporation.

Notary Public, State of





EXHIBIT "Z"

CONTRACT

FIESTA® CARNIVAL CONTRACT

This Fiesta® Carnival Contract (the "Contract") is executed effective the ___ day of _____, 2022, by and between the Fiesta® San Antonio Commission, Inc. (the "Fiesta® Commission"), acting by and through its duly authorized officer, and _____ ("Licensee").

WITNESSETH:

WHEREAS, the City of San Antonio, Texas, has on December 13, 2018, enacted Ordinance No. 2018-12-13-1019 as may be amended by the City from time-to-time (the "Ordinance"), a copy of which is attached hereto and incorporated herein as Exhibit "Z-I", which approves a license, that among other things, grants to the Fiesta® Commission an exclusive license (i) to conduct a carnival and related concessions ("Carnival") in or adjacent to the central business district of San Antonio (ii) for the sale of foods, novelties, beverages (including alcohol) and souvenirs on or upon public streets and sidewalks along parade routes ("Concessions") in the City of San Antonio, Texas (the "City") during Fiesta® San Antonio ("Fiesta®") for certain calendar years including 2019 through 2028; and

WHEREAS, the Ordinance authorizes the Fiesta® Commission to assign its carnival and concessions licenses with the concurrence of the City;

WHEREAS, the Fiesta® Commission desires to assign its Carnival license to Licensee to operate the Fiesta® Carnival and to act as the exclusive concessionaire in selling food, beverages and novelties on the grounds of the carnival site upon the terms and subject to the conditions herein below set forth.

NOW, THEREFORE, the Fiesta® Commission and Licensee agree as follows:

1. Carnival License.

- (a) The Fiesta® Commission, without recourse, grants to Licensee an exclusive Carnival and related Concessions license for Fiesta® San Antonio during calendar years 2023 - 2025 and an option term for 2026 through 2028, exercised solely by



the Fiesta® Commission, for the following dates:

- April 20 through 30, 2023
- April 18 through 28, 2024
- April 24 through May 4, 2025
- April 16 through 26, 2026
- April 15 through 25, 2027
- April 20 through 30, 2028

- (b) Licensee is hereby authorized by the Fiesta® Commission to organize, erect, and operate the Carnival at the Alamodome on the site designated on Exhibit "Z-II" attached hereto and by this reference made a part hereof, or such other site as may be designated by the City for the location of the Carnival (the "Carnival Site"). The Carnival Site and dates of operation may be amended or revised from time to time by the Fiesta® Commission.

2. Terms and Conditions of Carnival Licenses Granted.

- (a) General. Licensee shall have the right to operate the Carnival and food, beverage, (including alcohol) and novelties and merchandise Concession stands, within the Carnival Site, for the term of this Contract at such locations as are designated and authorized by the Fiesta® Commission. Each year the Licensee shall submit to the Fiesta® Commission its proposed use of the Carnival Site, including proposed locations for all Carnival and Concession activities, at least seventy-five (75) days prior to the dates for Fiesta as set out in paragraph 1(a) of this Contract. Licensee understands and agrees that Fiesta® Commission shall have final approval of all locations for Carnival and Concession activities within the Carnival Site.
- (b) Concessions. Licensee shall have the right to sell Concessions and to operate electronic games within the Carnival Site.
- (c) Booths. Licensee shall have the right and privilege to erect such booths, stands and other physical facilities in the Carnival Site as are reasonably necessary in order to conduct its business operations under the license hereby granted, provided such structures do not materially interfere with any Fiesta® event, and do not obstruct any City streets, unless previously authorized by City. No monuments, trees, landscaping, or directional signage may be removed or altered. Licensee shall be granted access each year during the term of this Contract to the Carnival Site as



provided in Alamodome license agreement, for the purpose of preparation, construction, moving and cleanup.

- (d) Clean-up. Licensee agrees to restore the Carnival Site to the same condition after conclusion of the Carnival each year during the term of this Contract as it was in immediately prior to commencement of the Carnival, including, but not limited to, clean-up and removal of all trash and debris, replacement of damaged landscaping, and repairing or replacing other damaged real or personal property. Said clean-up and restoration shall begin no later than 7:00 a.m. on the day following the closing date set out in paragraph (1)(a) or the conclusion of the Carnival, whichever is earlier.

If the Fiesta® Commission determines in its sole discretion that such clean-up and restoration of the parcels are not progressing properly and/or timely, then the Licensee hereby grants authority to the Fiesta® Commission to enter upon such locations and proceed to clean-up and restore them to proper condition, in which event the Licensee acknowledges and agrees to reimburse the Fiesta® Commission for all additional expenses, including but not limited to, labor (including all overtime pay), materials, equipment, and supervision in accomplishing a proper and timely clean-up and restoration. In addition, Licensee shall be financially responsible for any and all damage or destruction to personal and/or real property within the Carnival Site. In the event of such damage, Licensee shall pay, in money, the cost of repairs to completely restore the property to its undamaged condition; or, in the event such restoration is not possible, as determined in the sole discretion of the Fiesta® Commission, Licensee shall pay the full replacement value of the property. This provision is not and should not be construed as a limitation of legal remedies available.

- (e) Sub-Licensees. Licensee is hereby authorized to grant and assign sublicensees for the sale of food, beverages and merchandise in the Carnival Site, and for the operation of electronic games. Licensee shall encourage its sublicensees to sell "official Fiesta® Products". Any sublicensees of Licensee shall be subject to the review of the Fiesta® Commission and all of the terms and conditions of this Contract; provided however, Licensee (i) shall be liable for enforcement of the terms of such sublicensees and the performance and compliance of sublicensees thereunder and (ii) shall retain sufficient control, by contracts or otherwise, to implement and enforce the provisions and perform the obligations of this Contract. Any sublicensee agreement shall be "armslength" and shall pay fair market



consideration for the rights granted therein. Licensee is responsible for insuring that all consideration paid to Licensee is reported to the Fiesta® Commission.

- (f) Beverage Sales. Licensee understands and agrees that the possession or sale of any beer, soft drink, or other beverage, other than in a plastic, aluminum or paper container, shall be prohibited. If alcoholic beverages are sold after 10:00 p.m., Licensee must cease selling such beverages not later than one (1) hour before the Carnival closes each day. Further, Licensee understands and acknowledges that it is a misdemeanor to violate any requirement or prohibition of this subsection regarding alcohol.

Licensee shall also collect a “pass-thru” fee of .50¢ per bottle, can, or cup for each alcoholic beverage sold at the Carnival or on the Parade Route.

- (g) Fire Lanes and Crowds. Licensee understands and acknowledges that the Carnival is limited to a maximum crowd limit established by the City and that Licensee shall be responsible for enforcement of this limit and for providing all required fire appliances and personnel as prescribed by the Fire Code, if any. Licensee shall invite a representative of the City and the Fiesta® Commission to attend all meetings with any sublicensees to ensure that all fire prevention regulations are met. Licensee shall be responsible for ensuring that neither it nor its sublicensees block lanes of traffic designated as fire lanes or other emergency access lanes. Violation of a provision of the Fire Code, failure to follow the orders of the City, or failure to ensure that access for emergency vehicles is provided at all times shall be an event of default under this Contract, for which the Fiesta® Commission may terminate this Contract.
- (h) Traffic Controls. Licensee shall be responsible for providing all barricades, detour and traffic control signs in conformance with current City standards for the Carnival Site. It is estimated that the costs may exceed \$25,000.00. A traffic and Carnival Site control plan shall be submitted to the Fiesta Commission by Licensee, which shall then be submitted by the Fiesta Commission to and coordinated with the City, for approval, a minimum of forty-five (45) days prior to Fiesta. Such plan will include and identify location of all rides, amusements, food booths and associated apparatus used in the operation of the Carnival.
- (i) Inspection and Fees. The Licensee shall be responsible for paying all inspection and permit fees in accordance with City ordinances and complying with all rules,



regulations, ordinances and health requirements as are applicable to the subject matter of this Contract. The Fiesta® Commission may engage additional inspectors to monitor compliance, and Licensee shall cooperate fully with such inspectors and promptly adopt or incorporate recommendations which will improve safety or operations of Fiesta®. Licensee shall require all sublicensees engaged in the sale of foods or beverages to obtain a valid license or permit from the City.

- (j) Toilets. Licensee shall be responsible for placement, payment and provision of adequate number of chemical toilets for the Carnival Site as determined by the Fiesta Commission.
- (k) Exclusivity. Licensee shall not operate a Carnival or related concessions in Bexar County, Texas during Fiesta® other than as specifically authorized herein.
- (l) Alamodome License. Licensee shall execute a License Agreement with the Alamodome providing for the rental of the Carnival Site. (A copy of the License Agreement is attached as Exhibit "Z-VII"). Such agreement requires that Licensee pay all costs, including, but not limited to, rental, security, fencing and screening utilities, clean up, and toilets for the Carnival Site.
- (m) Hours of Operation. Licensee shall operate the Carnival only during the hours of operation set out in Exhibit "Z-VIII". Such list of operating hours may be amended from time to time by the Fiesta® Commission. Licensee may reduce but not enlarge hours of operation.
- (n) Gate Fee. No admission fee may be charged by Licensee for entry to the Carnival Site without the approval of the Fiesta® Commission.
- (o) Noise. Location of rides and generators that produce loud noise shall be positioned on Carnival Site to minimize impact to surrounding neighborhoods.
- (p) Health, Safety and Welfare. At any time during a Fiesta® activity, the Fiesta® Commission may require changes, additions, improvements, or modifications to ensure the health, safety and welfare of the general public. Licensee shall provide on-site first aid station.
- (q) Fencing. Licensee shall provide at its cost fencing around the Carnival Site.



- (r) Use by Fiesta® Commission. Licensee shall set aside and provide assistance to the Fiesta® Commission for the location of corporate vendors, booths, and activities of sponsors of Fiesta® within the Carnival Site. Such assistance shall include water, electricity, trash disposal and other services for such booths and activities.
- (s) Security. Licensee shall set aside space and provide power for the operation of SAPD command center.

3. Compliance with Applicable Laws.

Licensee agrees to strictly comply with, and cause any sublicensee to strictly comply with (i) all ordinances, rules, regulations and requirements of the City in exercising the licenses granted under this Contract, including, but not limited to, any provision applicable to the Licensee contained in the Ordinance, and (ii) all other laws, statutes, rules and regulations applicable to Licensee or Licensee's business operations. **THE ORDINANCE IS AN INTEGRAL PART OF THIS CONTRACT, AND LICENSEE ACKNOWLEDGES THE OBLIGATIONS IMPOSED ON LICENSEE BY CITY AS CONTAINED IN THE ORDINANCE AND AGREES TO BE BOUND BY SUCH PROVISIONS.** Licensee agrees to comply with any changes or modification to such Ordinance.

4. Consideration.

As consideration for the licenses and other benefits granted under this Contract, Licensee agrees to pay to the Fiesta® Commission, consideration for each year as follows:

Consideration may be a flat sum, percentage or a combination of both.

Payments are in addition to (i) any inspection, costs of security, barricades, toilets, police and/or permit fees paid to the City, (ii) the rental and related expenses under the Alamodome license agreement, and (iii) any other fees required hereunder.

In order to ensure accountability, Licensee shall design and implement each year a coupon and "point of sale" system reasonably satisfactory to the Fiesta® Commission. Such system shall correctly and accurately measure, account for and document all Gross Revenues generated each year. Licensee shall generate complete and accurate financial records of all Gross Revenues generated each year and shall maintain such records for at least two (2) years following the end of the calendar year in which they are generated. Such system will also include appropriate control mechanisms which verify inventory and ticket/coupon destruction at point of use.



Licensee shall account for the receipt and disbursement of any and all monies received for each license granted by the Licensee under this Contract and shall require, to the extent applicable, conformity with generally accepted accounting principles in all reports. Itemized documentation shall be provided by sub-licensees to the Licensee, and other financial controls and procedures shall be encouraged to insure accurate and transparent accounting of all proceeds. Licensee shall account: (i) for all revenues received (including in-kind sales and sales by sub-contractors), directly or indirectly; (ii) payment of sales taxes to appropriate authorities; (iii) market-rate pricing of all subcontracts for revenues generated by games; and (iv) revenues shall not include deductions for payments or expenses of any kind, including, but not limited to, payments by licensees to subcontractors, food and beverages vendors, or other sublicensees.

"Gross Revenues", as used herein, shall mean the aggregate amount, excluding only sales taxes collected, of the proceeds of all sales made, rent received, and/or services performed for cash, credit or other compensation of any kind, name and nature received by Licensee, directly or indirectly, by virtue of or in connection with the licenses granted hereby, including, but not limited to, all proceeds of Carnival rides and Concessions sales and consideration paid by sublicensees. Gross revenues shall specifically include all amounts received by any affiliated or related party of Licensee, either directly or indirectly through a sublicensee agreement. Copies of all agreements and accounting for all Gross Revenues from affiliated or related parties shall be provided to the Fiesta® Commission.

Upon not less than ten (10) days written notice, Licensee agrees to make all its records pertaining to this Contract available to the Fiesta® Commission, or any of their authorized representatives, and shall permit the examination of these records, as well as the making of excerpts and/or copies of same. The Fiesta® Commission shall have the right to conduct an audit of Licensee's (including any related or affiliated parties') books and records to verify the amount of the Gross Revenues each year.

Licensee shall file with the Fiesta® Commission a complete financial report, prepared by a certified public accountant, showing all Gross Revenues for applicable year, within ninety (90) days after the end of Fiesta® each year.

5. Insurance.

Licensee agrees to obtain each year all public liability and other insurance policies as set out on Exhibit "Z-V" in satisfaction of the Fiesta® Commission's insurance obligations under the Contract approved by the Ordinance. Policies related to Commercial General Liability shall be



endorsed to show the Fiesta® Commission and the City as additional insureds. All policies shall provide that Licensee's insurers waive all rights of subrogation against the Fiesta® Commission and City. Complete copies of such policies with all appropriate endorsements shall be delivered by Licensee to the Fiesta® Commission on or before March 15 of each year for coverage of Fiesta for that year.

6. Price Schedule.

Licensee shall utilize the fixed prices for carnival activities set out in Exhibit "Z-III", and maintain these prices for the term of the Contract. Such price schedule also contains discounted hours of operations for families and non-profit organizations. It shall include prices for option term.

7. Representations.

Licensee represents and warrants that:

- (a) _____ is a duly organized, validly existing and in good standing with the laws of the State of Texas and has all power and authority to conduct his business as presently conducted.
- (b) _____ is not subject to any instrument or agreement which would materially and adversely affect his financial condition, business or affairs.
- (c) The execution, delivery and performance of this agreement is within the power and authority of Licensee, and all necessary permits, registration, and consents for the execution, delivery and performance of the Contract have been or will be obtained.
- (d) There are no outstanding lawsuits, investigations or claims or pending lawsuits, investigations or claims in any court, arbitrator, or governmental authority which could have a material adverse effect on Licensee, and Licensee has no knowledge of any circumstances which could give rise to such a claim or lawsuit.
- (e) _____ is insured with financially sound and reputable insurance against all risks normally insured against by companies of the same type and the same line of business as Licensee and for the type of business contemplated by this Contract.



8. Business Office.

Licensee shall maintain a local or toll-free telephone number, and e-mail addresses throughout the year to respond to questions concerning the Carnival and Concessions. Licensee shall also have on site for the duration of the Carnival an event coordinator/manager with an effective communication system for contact with the Commission.

9. Indemnification.

LICENSEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY, the COMMISSION, and the elected officials, employees, officers, directors, volunteers and representatives of the CITY and the COMMISSION, individually and 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, personal or bodily injury, death and property damage, made upon the CITY and COMMISSION directly or indirectly arising out of, resulting from or related to LICENSEE'S activities under this Agreement, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of LICENSEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY and COMMISSION, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT COMMISSION AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY 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 advise the CITY and COMMISSION in writing within 24 hours of any claim or demand against the CITY or COMMISSION known to CONSULTANT related to or arising out of LICENSEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LICENSEE's cost. The CITY and COMMISSION 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.



Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by LICENSEE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. COMMISSION shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If LICENSEE fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and LICENSEE shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of LICENSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for LICENSEE or any subcontractor under worker's compensation or other employee benefit acts.

10. Letter of Credit.

For each year of this Contract, Licensee shall provide the Fiesta® Commission (in form and content satisfactory to the Fiesta® Commission in its sole discretion) an irrevocable letter of credit in the amount of \$100,000 which shall provide security for Licensee's performance of its obligations hereunder (the "Letter of Credit"). The Letter of Credit for each year of this Contract shall be provided to the Fiesta® Commission on or before December 15 of each year and shall not expire before October 1st of the following year. Any recovery by the Fiesta® Commission under the Letter of Credit shall be in addition to, and not in lieu of, any remedies which may be available to the Fiesta® Commission hereunder or under law or equity.

11. The Contract Documents.

- (a) This Contract consists of this Contract and its exhibits.
- (b) Notwithstanding any other provision, the Fiesta® Commission is acting pursuant to the license granted by the City in entering into this Contract. If the City exercises its rights or revokes, alters, or amends Exhibit "Z-1" of this Contract, or if Exhibit "Z-1" of this Contract is held invalid in any part, then the Fiesta® Commission shall not be liable to Licensee for any loss or damage that results therefrom. All the



applicable provisions of the Ordinance (Exhibit "Z-1") are incorporated herein by this reference and made a part hereof for all purposes and shall be binding upon the parties hereto.

12. Assignability.

- (a) No sale or transfers of majority control, either voluntary or involuntary, of Licensee, or any of its venturers, shall be permitted without the Fiesta® Commission's prior written approval. No pledge or hypothecation of this Contract is permitted.
- (b) The Fiesta® Commission acknowledges that it is customary in the carnival business to sublet space for locations to sublicensees who operate various types of carnival activities (i.e., booths for sale of merchandise, rides, games of skill, food, drinks, dancing, etc.), and the Fiesta® Commission hereby authorizes Licensee to enter into such ordinary and customary sublease (sublicense) arrangements, and to grant sublicenses for the sale of food, beverages and merchandise. Notwithstanding the foregoing, the Fiesta® Commission may terminate any such sublicense immediately upon notice to Licensee. All sublicensees shall be bound by the terms and conditions of this Contract, and no sublicense granted by Licensee shall relieve Licensee of its obligations hereunder. Licensee is otherwise prohibited from making any assignment of this Contract or granting any sublicense hereunder without the prior written consent of the Fiesta® Commission. Any sublicensee shall agree to be bound by the terms of this Contract and the Ordinance.

13. Exclusivity.

Provided Licensee is in full compliance with its obligations hereunder, the rights, privileges and licenses granted and assigned by the Fiesta® Commission to Licensee under this Contract are exclusive, and no other Carnival or Concessions operator shall be entitled to exercise any of the rights, privileges or licenses assigned hereunder to Licensee for the term of this Contract, except as a sublessee or sublicensee of Licensee or as is otherwise permitted hereunder.

14. Independent Contractor.

Licensee is an independent contractor. The employees, methods and equipment supplied or used by Licensee, its sublicensees, or its sublessors shall at all times be under Licensee's exclusive direction and control. Licensee, its employees, sublicensees and sublessors shall not be employees,



agents, parties, or joint venturers of the Fiesta® Commission or the City. The Fiesta® Commission shall not direct or control the method or manner in which Licensee performs its obligations hereunder, but shall be interested only in securing the desired results. Licensee accepts exclusive liability for, and indemnifies the Fiesta® Commission against, payment of contributions, taxes, and penalties for unemployment insurance or compensation, pensions, annuities, benefits, or other amounts related to compensation of personnel engaged by Licensee or its sublicensees.

15. Consequential Damages.

Except to the extent caused by gross negligence, fraud or willful misconduct, the Fiesta® Commission shall not be liable to Licensee for (i) special or consequential damages, including, without limitation lost revenues or profits, cost of capital, lost production or products or loss of opportunity for business with third-parties, or (ii) punitive or exemplary damages.

16. Prohibited Items, Substances, and Substance Abuse.

- (a) "Substance" shall include alcohol, controlled substances (i.e., illegal drugs and prescribed drugs), over-the-counter medication and any other substance that may be inhaled, injected, absorbed or taken by mouth that may, in the Fiesta® Commission's opinion, impair an individual. The use, sale, or possession of controlled substances, or drug paraphernalia, alcoholic beverages, firearms, weapons, explosives, or ammunition, or the performance of services by personnel while under the influence of a Substance, by any employee, agent, representative, or sublicensee of Licensee in connection with the exercise of the license hereby granted is strictly prohibited. Licensee shall act to eliminate any prohibited items and Substance use which increases the potential for accidents, absenteeism, poor performance, poor morale and damage to the property or reputation of the Fiesta® Commission or the City. Fiesta® Commission may require random Substance testing during the Carnival. Licensee shall immediately remove from a site subject to this license any employee, agent, invitee, sublicensee or other person engaged by it who violates this provision.

- (b) Licensee agrees and understands that it is unlawful for any person to sell or use a pressurized container of the substance commonly known as "liquid string", "silly string", or "super string" or any quantity of the small explosive devices commonly known as "snappers", "throwdowns", "popping match sticks", and "pop pops", which are paper-wrapped wads of sand coated with a minute quantity of explosive powder and adhesive, producing a small report upon impact with hard surfaces, in



any public place or private property where the general public is invited for Fiesta® related events and that a violator is subject to prosecution for a Class "C" misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00).

17. Incident Reporting.

Licensee shall furnish the Fiesta® Commission, and require its sublicensees to furnish the Fiesta® Commission, with immediate notification of any damage to City or Fiesta® Commission property or any safety or health incident occurring on City property. Licensee shall provide the Fiesta® Commission with a detailed written incident report within twenty-four (24) hours after the occurrence of any such incident.

18. Permits and Licenses.

Licensees shall procure and maintain in effect at all times during the term of this Contract all governmental licenses, permits, certificates, and other forms of documentation required of the Licensee in order to conduct its business operations under the license hereby granted, including, but not limited to, any permits, inspections, and approvals required by the City. At the Fiesta® Commission's request, Licensee shall furnish copies of such documentation. Licensee shall immediately notify the Fiesta® Commission if any such required document becomes invalid. Performance of the obligations in this paragraph shall be at Licensee's sole expense.

19. Termination.

This Contract may be terminated as follows:

- (i) by the Fiesta® Commission in its sole discretion on an annual basis by providing written notice to Licensee within one hundred twenty (120) days following the end of Fiesta® for that year;
- (ii) by the mutual agreement of the Fiesta® Commission and Licensee;
- (iii) by the Fiesta® Commission upon default by Licensee in the performance of any term or condition of this Contract by Licensee by providing written notice to Licensee;
- (iv) by the Fiesta® Commission upon notice from the City that the Ordinance with the Fiesta® Commission has been rescinded or repealed;



- (v) by a finding by the Fiesta® Commission that Licensee is in such unsatisfactory financial condition as to endanger performance under this Contract; or
- (vi) by the appointment of a trustee, receiver or liquidator for all or a substantial part of Licensee's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Licensee.

Upon a decision to terminate by the Fiesta® Commission under this Article, written notice of such, the effective date thereof, and the basis for the decision shall be provided to Licensee. Upon receipt of notice to terminate, Licensee shall cancel, withdraw, or otherwise terminate any outstanding subcontracts and/or sublicensing agreements which relate to the performance of this Contract. To this effect, Fiesta® Commission shall not be liable to Licensee or its sublicensees.

Any termination of this Contract, as herein provided, shall not relieve the Licensee from the payment of any sum(s) that shall then be due and payable or become due and payable as provided for at law or in equity, or any claim for damages then or theretofore accruing against Licensee hereunder or by law or in equity.

20. Small Business, Community Involvement, and Local Outreach.

Licensee shall comply in all respects with the Small Business, Community Involvement, and Local Outreach provisions set out in Exhibit "Z-IV."

21. Carnival Security.

Licensee shall comply in all respects and shall pay expenses incurred in connection with the Carnival security requirements set forth on Exhibit "Z-VI" attached hereto and incorporated herein.

22. Sponsorships.

Fiesta® Commission enters into agreements with sponsors to provide exclusive marketing opportunities for "official" Fiesta® products or services. Licensee shall notify Fiesta® Commission of any sponsorships for products and services and shall give consideration to using "official" Fiesta® products or services under this Agreement.



23. Option Term.

In the sole discretion of the Fiesta® Commission, the Fiesta® Commission may extend the term of this Contract for three (3) additional years on the same terms and conditions, upon payment of the following consideration (flat sum, percentage or combination of both):

<u>YEAR</u>			
2026	\$ _____	_____	%
2027	\$ _____	_____	%
2028	\$ _____	_____	%

Fiesta® Commission shall notify Licensee on or before November 1st of 2025 of its unilateral decision to exercise this option term. All other terms and conditions of this Contract shall remain in full force and effect.

24. Green Policy.

City has adopted the Green Policy attached as Exhibit Z-IX for all entities conducting events on its property. Licensee shall comply with Green Ordinance.

25. Alcohol Sales.

Limited alcoholic sales are permitted in connection with this Contract. All sales shall be in strict compliance with state and local alcohol sales regulations. Licensee shall use its best efforts to restrict sales to underage patrons and to those who are or appear to be inebriated.

26. Miscellaneous.

(a) Severability.

If any provision of this Contract is found to be unenforceable under Texas law, only that provision shall be affected and the remainder of the Contract shall be given full force and effect, provided the Contract is not substantially altered or amended by such partial unenforceability.

(b) Venue.



This Contract shall be construed under the laws of the State of Texas and is to be performed in Bexar County, Texas. The parties irrevocably consent to submit to the exclusive jurisdiction of the courts of the State of Texas and the United States of America located in the City of San Antonio, Texas for any actions, suits or proceedings arising out of or related to this Contract.

(c) Amendments.

This Contract can only be amended by a written document executed by both parties.

(d) Entire Agreement.

This Contract and exhibits hereto, together with the Ordinance, constitute the entire agreement between Licensee and the Fiesta® Commission, and this Contract supersedes any prior representation, remarks, understandings or agreements of the parties hereto. There are no oral agreements between the parties.

(e) Interest.

Any sum due hereunder which is not timely paid shall bear past due interest at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowed by applicable law.

(f) Non-Discrimination.

Licensee agrees that Fiesta® is an event that celebrates the diverse heritage, culture and spirit of San Antonio and therefore agrees that all of the activities licensed hereunder shall be open to the public and shall be conducted so as not to discriminate against any individual or organization based on race, creed, color, religion, national origin, sex, sexual orientation, age or physical condition.

(g) Notices.

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:



Fiesta® San Antonio Commission
110 Broadway, Ste. 350
San Antonio, Texas 78205
(210) 227-5191
steve@fiestasanantonio.org

With a copy to: Martin & Drought, P.C.
ATTN: Frank B. Burney
112 E. Pecan, Suite 1616
San Antonio, Texas 78205
(210) 227-7591
(210) 227-7924 (facsimile)
fburney@mdtlaw.com

Licensee:

or such other place as Fiesta® Commission or the Licensee, respectively, may from time to time designate by written notice to the other.

(h) Attorney's Fees.

In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees incurred in such suit.



"Licensee"

By: _____

"Commission"

FIESTA® SAN ANTONIO COMMISSION

By: _____

Name: _____

Title: _____

Exhibits

- "Z-1" Ordinance and Fiesta Commission Contract with City
- "Z-II" Carnival Site
- "Z-III" Proposed Ticket Novelty/Souvenir and Food and Beverage Menu Price Schedule
- "Z-IV" Small Business, Community Involvement, and Local Outreach Policy
- "Z-V" Insurance Provisions
- "Z-VI" Carnival Security
- "Z-VII" License Agreement with Alamodome
- "Z-VIII" Hours of Operation
- "Z-IX" Green Policy



EXHIBIT "Z-I"

ORDINANCE AND FIESTA COMMISSION CONTRACT WITH CITY

See attached.



Exhibits B, C and D are elsewhere in this RFP

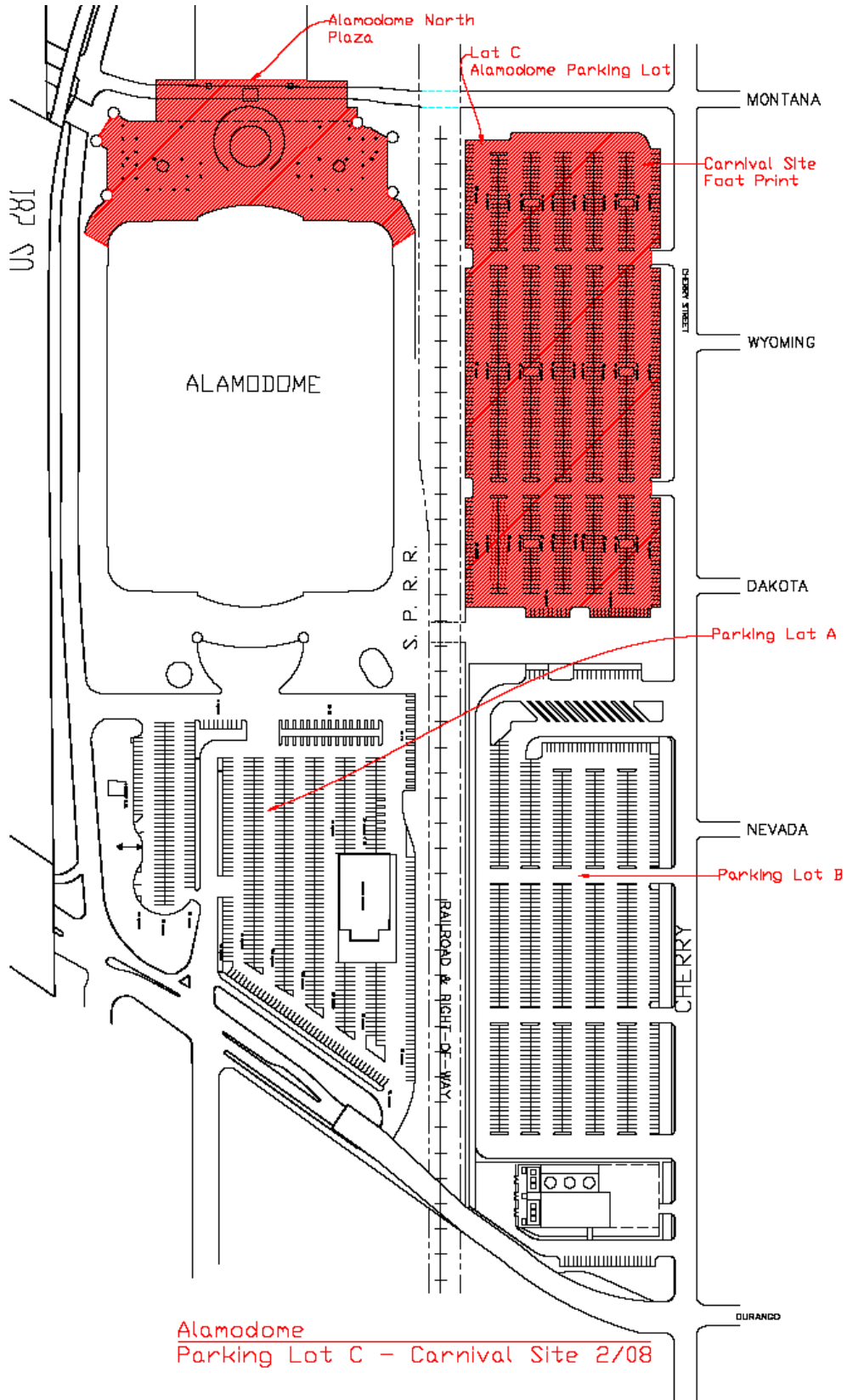


EXHIBIT "Z-II"

CARNIVAL SITE

See attached page.

FIESTA SAN ANTONIO



REQUE
N:CORP

Alamodome
Parking Lot C - Carnival Site 2/08



EXHIBIT "Z-III"

**PROPOSED TICKET NOVELTY/SOUVENIR AND FOOD AND BEVERAGE
MENU PRICE SCHEDULE**

The undersigned, duly authorized representative of _____
hereby proposes the attached price schedule:

Proposer's price schedule (list by type and year):

- A. Carnival Rides by type -
- B. Midway Games of Chance/Skill by type -
- C. Souvenir/Novelty Sales by inventory -
- D. Food and Beverage Sales by menu item –
- E. Other

I understand and agree that if I/my company is the successful Proposer that:

1. This proposed price structure will be one of the criteria considered by the Fiesta® Commission in the Proposal Evaluation process;
2. This proposed price schedule structure is not subject to change once Proposals are opened and are effective for the term of the Carnival and Concessions Contract; and
3. This proposed price schedule structure will become a part of the Carnival and Carnival Concessions Contract.
4. Any increase in option years is also attached.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Proposal)



DATE: _____



EXHIBIT "Z-IV"

**SMALL BUSINESS, COMMUNITY INVOLVEMENT
AND LOCAL OUTREACH POLICY**

Licensee is hereby advised Small, Minority or Woman-owned Business Enterprises shall have the opportunity to participate in the performance of this Contract. Licensee agrees that Licensee has a policy not to discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and not to engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability.

Licensee is further advised that community involvement and local outreach is a key factor in the Fiesta® Commission's selection of Licensee. Licensee commits to:

- 1.
2. (To be filled in from commitments in Licensee's Response to RFP)



EXHIBIT "Z-V"

INSURANCE

A) Thirty (30) days prior to the dates of Fiesta® under the Contract, Licensee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Commission, which shall be clearly labeled “Fiesta San Antonio Commission” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Commission will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the Commission. The Commission shall have no duty to perform under this Contract until such certificate and endorsements have been received and approved by the Commission. No officer or employee shall have authority to waive this requirement.

B) The Commission reserves the right to review the insurance requirements during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the Commission based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will Commission allow modification whereby Commission may incur increased risk.

C) The Licensee’s financial integrity is of interest to the Commission; therefore, subject to Licensee’s right to maintain reasonable deductibles in such amounts as are approved by the Commission, Licensee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Licensee’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

1. Workers' Compensation	\$1,000,000.00
2. Employers' Liability	\$1,000,000.00



<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Environmental Impairment/ Impact 	<p>For Bodily Injury and Property Damage of:</p> <p>\$10,000,000.00 per occurrence; \$10,000,000.00 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</p>
<p>4. Business Automobile Liability:</p> <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles 	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence</p>
<p>5. Host Liquor Liability- Coverage for liquor sold/distributed on premise.</p>	<p>\$2,000,000 per occurrence</p>

D) Licensee agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Licensee herein, and provide a certificate of insurance and endorsement that names the Licensee and the Commission as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Licensee. Respondent shall provide the Commission with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by the Commission, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by the Commission, which shall become a part of the Contract for all purposes.

E) As they apply to the limits required by the Commission, the Commission shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Licensee shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Licensee shall pay any costs incurred resulting from provision of said documents.



Fiesta® Commission San Antonio
110 Broadway, Ste. 350
San Antonio, TX 78205

F) Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Commission and the City of San Antonio (“City”), its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under Contract with the Commission, with the exception of the workers’ compensation;
- Provide for an endorsement that the “other insurance” clause shall not apply to the Commission where the Commission and the City is an additional insured shown on the policy;
- Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Commission and City.
- Provide advance written notice directly to the Commission and City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to the Commission. The Commission shall have the option to suspend Licensee’s performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

H) In addition to any other remedies the Commission may have upon Licensee’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Commission shall have the right to order Licensee to stop work hereunder.

I) 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 Contract.



J) It is agreed that Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Commission for liability arising out of operations under this Contract.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the Commission shall be limited to insurance coverage provided.

L) Licensee and any subcontractors are responsible for all damage to their own equipment and/or property.



EXHIBIT "Z-VI"

CARNIVAL SECURITY

1. LICENSEE agrees to coordinate with San Antonio Police Department to have on duty at all times during events conducted hereunder a sufficient number of fully licensed and qualified peace officers from the San Antonio Police Department serving as security and crowd control officers for the Carnival.
2. LICENSEE agrees to the selection and designation of a police event commander by the Office of the Chief of Police for the City of San Antonio Police Department. The police event commander will be responsible for the development of a reasonable security and crowd control plan, subject to the approval of the Chief of Police. Additionally, the police event commander will have the responsibility for the reasonable staffing and scheduling of work and the overall supervision of the police activities during the Carnival .
3. CITY, through the Police Department, will provide a reasonable contingent of on-duty Police Officers in the Carnival area and Parade areas during the events conducted by LICENSEE hereunder. LICENSEE expressly understands and agrees that CITY, by providing said Police service, has not agreed to act and does not act as an insurer of LICENSEE or LICENSEE'S property and does not guarantee security against theft, vandalism or injury of whatever nature and kind to persons and property.
4. During the event planning and preparation stages, LICENSEE agrees to maintain close liaison with the San Antonio Chief of Police and the Chief of the San Antonio Fire Department or their assigned representatives, so as to assist said officials in carrying out their respective responsibilities in regard to the public safety
5. LICENSEE agrees to coordinate and comply with the decisions of the Fire Inspector as designated by the Fire Chief, for compliance with all applicable fire safety codes, standards and/or policies, including, but not limited to, Fire Department and fire protection system access, and building occupant load.



EXHIBIT "Z-VII"

LICENSE AGREEMENT WITH ALAMODOME

SEE ATTACHED



EXHIBIT "Z-VIII"

HOURS OF OPERATION

DAY

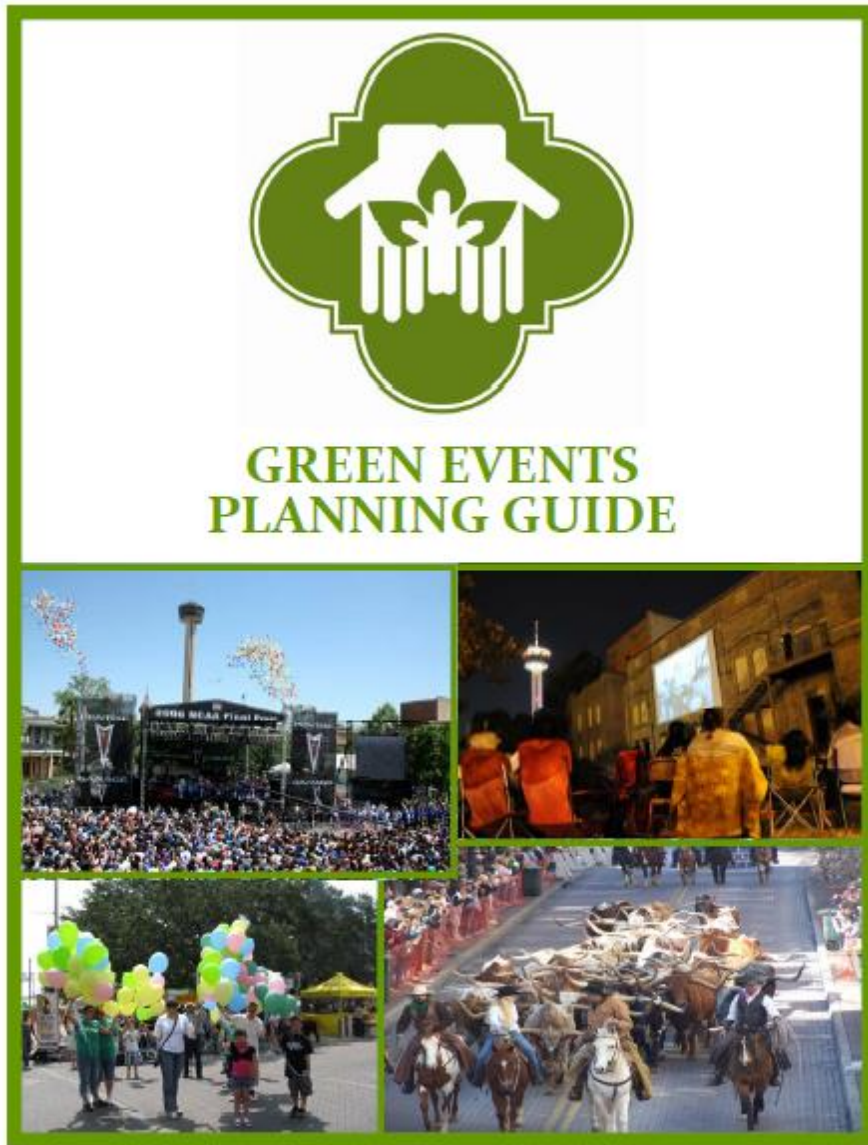
OPEN

CLOSE



EXHIBIT "Z-IX"

GREEN POLICY



ABOUT THIS GUIDE

On April 8, 2010 the City of San Antonio City Council adopted an ordinance requiring events with a certain criteria to complete a "Green Event Scorecard." The City of San Antonio's Office of Sustainability has provided you this guide to assist you to complete the scorecard and provide you with tips to plan your event. The guide will help you engage groups and individuals in a systematic, cost-effective process to take greater responsibility in improving your environment in public event settings. Following this guide you will be able to reduce the amount of waste, energy and materials consumed during the course of your event planning and festivities.

The "Green Events Scorecard" contains various "green" measures and practices that you can implement to obtain certification, such as providing recycling opportunities or utilizing two-sided printing for promotional materials. You will complete and submit the scorecard to demonstrate how you will comply with the minimum merit point standard for your event. Your completed scorecard will be submitted with each City reservation contract or permit.



Green Event Criteria

If your event falls within one of these categories you will be required to complete and submit a "Green Events Scorecard" prior to your event:

- Medium and large-scale events on City-owned property
- Medium and large-scale events receiving City funding or sponsorship valued at half of the event costs
- Medium and large-scale events requiring right-of-way permits

Not all events within the City of San Antonio city limits will be required to complete an "Green Events Scorecard". Your event may be exempt if your event meets any of the criteria below:

- Events with less than 1,000 participants.
- Events and parades not providing or including food and beverage concessions sales/giveaways as a part of the event.
- Events held on City-owned property that is managed or operated under third party lease.
- Events with over 1,000 participants which meet criteria of not needing City permits or use of City property.
- Events held on certified "green facilities". For an updated listing of certified "green facilities", please call 207-6103 or e-mail liza.meyer@sanantonio.gov to request a listing.

GREEN EVENT ORDINANCE OBJECTIVES

- Education – ensure community event producers have the knowledge to minimize their environmental impact
- Measure – develop an easy to use tool to enable events to measure their event pollution emissions and other environmental impacts
- Recognize – Provide awards and encourage events to apply for awards that recognize environmental sustainability initiatives
- Regulate – Require events seeking permission to conduct events in the City of San Antonio to implement green strategies

DEFINITIONS

- Medium scale events—events with 1000 to 2000 participants) located at city-owned facilities must accomplish a certification of “Silver” or higher.
- Large-scale events (events exceeding 2000 participants) will be required to attain a Gold certification or higher.
- Events receiving City sponsorship equating to half of the total event costs must achieve a minimum Platinum certification.

The scorecard includes a total of 165 possible points and is designed to allow a large number of points to be achieved at a minimal cost.

PRE-EVENT ACTIONS

INVOLVING STAKEHOLDERS

Meet with your stakeholders, such as event owners,



site owners, vendors and contractors to inform them of your sustainable event initiatives, invite their input and advise them of any requirements and expectations. The event organizer will need to determine what sustainable event initiatives will be incorporated within the “Green Events Scorecard”.

COORDINATE WITH VENDORS

Ask vendors for their cooperation in your sustainable event planning. Positive communication, enthusiasm and incentives will go a long way. Ask vendors if:

- They can sell items made from recyclable materials, for example use plastic bottles or aluminum cans for beverages
- They can sell items with less packaging, this will produce less waste
- They can sell reusable containers (approved by the San Antonio Metro Health Department)
- They can use reusable or recyclable materials in booths/displays/exhibits
- They can sell items that come in recyclable packaging, it is important to assign volunteers to work with event vendors throughout the event to help them sort out their recyclable items. Vendors go through large quantities of cardboard at events. Event planning will need to include directions for





Green Event Benefits

- Demonstrates environmental leadership
- Enhances awareness to reduce the amount of waste, energy and materials consumption for event coordinators, vendors and attendees
- Reduces landfill charges by diverting recyclable materials from trash dumpsters
- Reduction of waste, energy and materials consumption at City events
- Encourage other community events to voluntarily participate in the Green Events Program
- Expand the market and applicability for sustainable commodities/services
- Creation of opportunities for waste prevention/reduction/recycling/reuse
- Enhancement of green job opportunities

vendors to breakdown boxes and place them in an area for volunteers to pick up and recycle.

COORDINATE WITH YOUR EVENT ORGANIZER MAINTENANCE STAFF

Coordinate with your event organizer maintenance staff to assess the number of trash and recycling containers needed and identify appropriate locations for each container. Be sure to communicate your plan to the facility or City representative to make sure placement is approved prior to your event day. You will need to ensure there are an adequate number of trash cans and recycling receptacles, while establishing convenient bulk areas for full bags of trash and recycling.

Trash cans and recycling containers should be placed next to each other in pairs while in sight and within easy walking distance from any location in the event. Keeping in mind that collecting recyclables is easier if there is a vehicle (where feasible based on layout, attendance and venue rules) that can drive to each container and collect the bagged materials. Event attendees will more than likely use the recycling stations if very visible signage is created to make recycling visible from afar. If your event is large, lining up recycling receptacles can be more effective than single containers in the event grounds. You may want to locate receptacles in high pedestrian traffic areas and entrances/exits without impeding ingress or egress. Place recycling containers only where vendors are selling recyclable stock (plastic bottles, aluminum cans) or the recycling will have a large amount of contamination.

DESIGNATE ROLES FOR VOLUNTEERS

- Welcome and encourage exhibitors and attendees to your "green event"
- Make plastic gloves available for volunteers to use
- Monitor recycling stations to ensure the right items go into recycling receptacles or trash receptacles while educating event attendees
- Adjust bin locations to serve high areas of traffic while ensuring that access points for event or emergency vehicles remain clear
- Before the event post the "green event" signage in their designated area



- Give volunteers an all-purpose cleaner and towels to clean off recycling containers to limit bee and bug attraction.
- Ensure the trash and recycling areas are clean at all times and replace full bags for placement at the bulk stations.
- Take pictures before and after the event to evaluate successes

*OTHER PRE-EVENT ACTIONS FOR RECYCLING/
MANAGING WASTE*

The "Green Events Scorecard" includes an option to draft a recycling and waste plan. Your waste plan will need to address the following:

- Coordinate with your waste hauler to inform them what they will need to supply the event with dumpsters for waste and recyclables and determine the essential information below:
 1. When dumpsters will be dropped off and picked up
 2. When they will be emptied (pulled)
 3. Where and how many waste and recycling receptacles will be included in the event
 4. What types of recyclables will be collected at the event
 5. Outreach methods to reduce recycling and contamination

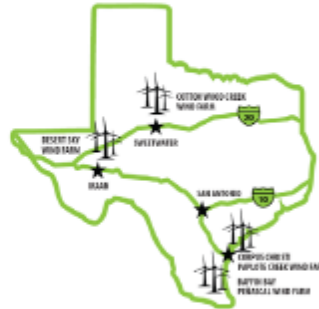
To supply an adequate number of recycling bins at your event, it is recommended that you supply one recycling container for every one garbage receptacle. If you do not need a hauler to haul the recyclables from the event (for example you have 10 full bags of water bottles that need to be recycled), you can take your items to a self-haul drop-off site. For a list of locations to drop-off materials, please reference the "Event Toolkit" in this guide. If you want to provide composting of food scraps. Contact your local composting company on what food items they will accept. For a list of locations to drop-off materials, please reference the "Event Toolkit". You can make arrangements to take excess food to a food bank or shelter. Contact your local food pantry or shelter to donate packaged food-items.

Please note that the location of dumpsters will need to be confirmed and approved by the facility or City representative prior to your event day.



OTHER PRE-EVENT ACTIONS FOR WASTE PREVENTION/REDUCTION

- During your event promotions, instead of using printed or mailed materials utilize e-mail and the web to broadcast your event.
- When printing use two-sided printing for promotional materials or handouts and recyclable paper with soy or vegetable based inks.
- Use reusable/recyclable materials for booths, displays and exhibits. Utilize biodegradable or compostable plastic bags for trash receptacles



OTHER PRE-EVENT ACTIONS FOR ENERGY MANAGEMENT

- Purchase "Windtricity" for your event.

Windtricity is CPS Energy's green energy program (www.cpsenergy.com/Windtricity) that enables your event to purchase clean, renewable power from West Texas and coastal wind farms. The cost to purchase Windtricity for your event is \$65.00 per day for medium events and \$130 per day for large events. Payment can be made to:

City of San Antonio,
 Attn: Green Event - Windtricity
 Office of Sustainability
 P.O. Box 839966
 San Antonio, Texas 78283-3966

- Use an alternative fuel or solar powered generator or equipment or an alternative fuel vehicle. An alternative fuel is defined as biodiesel, compressed natural gas, propane or solar. Vehicles that operate on one-hundred percent electricity are acceptable.
- Provide outreach to event attendees on the importance of reducing energy consumption at home. See this guide's "Event Toolkit" for tips, web links and resources to share with event participants

OTHER PRE-EVENT ACTIONS TO REDUCE VEHICLE MILES TRAVELED

- Consider providing shuttle service from transit stops or parking lots and reduce event traffic congestion
- Provide amenities for bicyclists by including any one of the following: bike racks, bike valet services or a designated secure area for bicycle parking
- Within your event broadcasts promote carpooling, bicycling, walking and usage of public transit





- Provide directions to the event using public transit and bike routes. See the guide's "Event Toolkit" for tips, web links and resources for public transit trip planning and bike route mapping.

OTHER PRE-EVENT ACTIONS: EVENT INNOVATIONS

The City of San Antonio has provided these actions as a recommendation on how to make your event more environmentally friendly. There are numerous other ways to incorporate environmental conservation into your event and earn up to twenty points on your scorecard. All green innovations require pre-approval before submitting your scorecard. You can call the Office of Sustainability at 207-6103 and ask to speak to a "Green Events Specialist" or e-mail your recommended innovation to liza.meyer@sanantonio.gov.

OTHER PRE-EVENT ACTIONS: MISSION VERDE OFF-SET FUND

Event coordinators will have the opportunity to purchase the required certification points by paying a fee of \$55 per point for medium-scale events and \$75 per point for large scale events. Event coordinators can purchase all of the required points needed or a combination of green event measures and purchased points. Proceeds paid to the Mission Verde fund will go towards local environmental activities. For example, an event with 15,000 participants can pay an offset cost of \$4,500 to pay for tree plantings or energy conservation programs in lieu of implementing "green" practices at the event. Non-mandated events can voluntarily complete a Green Events Scorecard and/or pay a fee for a Green Event Certification.

GREEN EVENTS SCORECARD PROCESSING

Upon submittal of your application and scorecard (reference the guide's "Event Toolkit"), City staff will review your scorecard and respond to you within 24 to 48 hours if your event has been certified. If your event is approved for certification, you will receive an e-mail with an e-certificate and certification logo to use in event advertising and publications.

EVENT DAY ACTIONS

PROMOTION

Ensure that green event banners and signs remain posted and clearly visible at entrances and other strategic locations.

- Bring media attention to your event's green initiatives

VOLUNTEERS

- Orient volunteers about the locations and management of trash and recycling receptacles or assign volunteers to monitor recycling stations
- Distribute supplies to volunteers
- Review recycling assignments with volunteers and how to coordinate with maintenance staff





-
- Remind volunteers to reward attendees with a simple “thank you” for supporting your green event initiatives

GREEN EVENTS COMPLIANCE

City staff will conduct random event checks to ensure compliance and validate initiatives reported on the scorecard.

POST EVENT ACTIONS

POST EVENT REPORTING AND EVALUATION

- Complete a “Post-Event” Form and submit to the City of San Antonio to demonstrate your compliance within 10 days after the close of your event.
- Offer an event de-briefing for stakeholders
- Ask everyone involved for feedback and suggestions
- Return containers and any borrowed items to the correct groups, businesses and organizations
- Follow-up with hauler/recycler for final weights or the amount of collected recyclables and garbage.

PROMOTION

- Inform management, shareholders, sponsors, contractors, event owners and the public about your events success by posting within newsletters, web boards or annual reports
- Prepare a press release highlighting the environmental results of your event.

EVENT TOOLKIT AND CHECKLIST (RESOURCES AND WEBSITES)

The following content is a toolkit of resources to help you plan your green event:

[Policies for use of the green event certification logo](#)

Upon certification of your event, you will receive an e certificate and logo to verify your event and indicating the level of your green event. We recommend that you utilize the e-certificate and certification logo in your event promotions. Below are policies for the use of the City of San Antonio’s green event certification logo.

1. The logo may not be altered, cut apart, or otherwise changed or distorted in appearance and perspective in any way from the artwork.
2. The logo may not be used in any manner that would imply the City of San Antonio’s endorsement of a company, its products, or its services.
3. The logo may never be used in a manner that would disparage the City of San Antonio.
4. The logo should never be associated with any activities that are not part of the “Green Events” program.
5. Anyone who misuses the logo will be contacted in writing or by telephone.





RECYCLING/MANAGING WASTE	
<p>Submit a recycling/waste plan to the City for review and approval: Waste plan must address the following: number of receptacles, items to be recycled, name of hauler, outreach methods to reduce recycling contamination</p>	20 Points
<p>Establish manned garbage/recycling station(s)</p> <p>Private Waste & Recycling Haulers:</p> <p><u>Allied Waste</u> Phone: (210) 304-2700 Web: www.alliedwastesa.com 4542 SE Loop 410, San Antonio, Texas 78222</p> <p><u>Standard Waste</u> Phone: (210) 310.1009 5610 FM 1346, San Antonio, Texas 78220 Services: Available in 20-, 30- and 40-cubic-yard capacities, Standard Waste professionally services containers for trash and recycling.</p> <p><u>TDS – Texas Disposal Systems, Inc.</u> Phone: (210) 483-1900 11601 Starcrest Drives, San Antonio, Texas 78220 Services: TDS offers a wide variety of container sizes and compactors to suit your usage and on-site space.</p> <p><u>Tiger Sanitation</u> Phone: (210) 333-4287 6315 U.S. 87, San Antonio, Texas 78222 Email: custserv@tigersanitation.com Services: Commercial dumpster service for businesses and roll off service for larger businesses, construction/demolition projects no matter how large or small.</p> <p><u>Waste Management</u> Phone: (210) 360-5000 4730 SE Loop 410, San Antonio, Texas 78220</p> <p>Recycling drop-off locations:</p> <p><u>Greenstar Company</u> (210) 226-6371 3003 Aniol Street Items Recycled: cardboard, paper, cans, recyclable (1-7) plastic containers www.greenstar.com</p> <p><u>Texas Disposal System</u> (210) 494-0239 11601 Starcrest Items Recycled: cardboard, office paper, aluminum cans, recyclable plastics (#1,#2), newspaper</p> <p><u>Allied Waste/BFI/Republic Services</u> 400 Probandt St. Items Recycled: cardboard, office paper, aluminum cans, recyclable plastics (#1,#2), newspaper</p>	10 Points





WASTE PREVENTION/REDUCTION	
<p>Provide composting of food scraps</p> <p>10 Points</p> <p>New Earth Phone: 210-661-5180 7800 IH-10 East at Foster Road, San Antonio, Texas 78219 Services: <ul style="list-style-type: none"> Licensed and bonded Organics Composting Onsite Brush grinding Class B—BioSolids Composting Certified Compost facility managers Registered Composting facility for secure composting of your waste</p> <p>Gardenville Phone: 210 651-6115 Web: www.texasdisposal.com 7561 E. Evans Road, San Antonio, Texas 78266 TDS acquired Garden-Ville, a subsidiary that produces and markets organic gardening products including compost, soil blends, fertilizers and organic pest controls for both horticulture professionals and home gardeners.</p> <p>TDS – Texas Disposal Services (512) 421-1340 or info@tdsgreenevents.com</p>	
<p>Make arrangements to take excess food to a food bank or shelter</p> <p>5 Points</p> <p>Haven for Hope of Bexar County Phone: 210 220-2100 Web: www.havenforhope.org 1 Haven for Hope Way, San Antonio, Texas 78207</p> <p>San Antonio Food Bank Phone: 210 337-3663 Web: www.safoodbank.org 5200 Old Highway 90 West, San Antonio, TX 78227-2209</p> <p>United Way Help Line - 211</p>	
<p>Utilize e-mail/web for event activities in lieu of printed or mailed materials</p> <p>5 Points</p> <p>Constant Contact Event Marketing: (866) 876-8464 or visit www.constantcontact.com</p>	
<p>Utilize biodegradable plastic bags for trash receptacles</p> <p>5 Points</p> <p>BioBag 100% biodegradable and 100% compostable bags and films made from the material, Mater-Bi. http://www.biobagusa.com/</p> <p>All BPI-approved products meet stringent, scientifically based specifications: ASTM D6400 or ASTM D6868. These products are ideal for organics diversion programs. http://www.bpiworld.org/BPI-Public/Approved/1.html</p>	





ENERGY MANAGEMENT	
<p>Windtricity <i>City Public Services (210)226-WIND</i> http://www.cpsenergy.com/Services/Windtricity/</p>	10 Points
<p>Alternative fuel or solar-powered equipment <i>J-Squared Services (512)669-7151</i></p>	5 Points
<p>Provide education and outreach on how to reduce energy consumption at home <i>CPS Speakers' Bureau (210)353-2344</i> <i>Solar San Antonio (210) 354-0236</i></p>	5 Points
<p>Provide education and outreach on how to reduce energy consumption at home CPS Energy 401 Villita Street San Antonio, TX 78205 CPS Energy Corporate Communications: (210) 353-2344 http://www.cpsenergy.com/Residential/Information_Library/ CPS Energy is sponsoring or participating in the following community events. We encourage our customers to join us. Build San Antonio Green 118 Broadway, Suite 232 San Antonio, TX 78205 (210) 224-7278 (phone) (210) 223-6275 (fax) Its mission is to protect and enhance quality of life by providing energy leadership, expertise and education, and by developing regionally cooperative programs for the wise, efficient and sustainable use of energy.</p>	5 Points





REDUCING VEHICLE MILES TRAVELED	
<p>Provide shuttle service from transit stops or parking lots to the event</p> <p>VIA Metropolitan Transit 1021 San Pedro San Antonio, Texas 78205 (210) 362-2020</p> <p>VIA offers express Special Event Park & Ride service to many San Antonio events. Avoid the traffic and parking hassles. Park & Ride to fun and games - it's the best way to go.</p> <p>Star Shuttle 338 N.E. Loop 410 San Antonio, Texas 78216 (210) 341-6000</p>	15 Points
<p>Provide directions to the event using public transit and bike routes</p> <p>www.viainfo.net/BusService/TripPlanWrapper.aspx</p>	5 Points





GREEN EVENTS WRAP-UP FORM

Please provide a completed form no later than ten days after your event.

Date of Event: _____

Event Organizer: _____

Event Name: _____

Event Location: _____

1. Pounds of materials reused or recycled: _____

(estimate X pounds per garbage bag)

2. Did you provide education and outreach on how to reduce energy consumption at home? Yes/No

If yes, please explain how: _____

3. Did you use alternative fuel or solar-powered generators/equipment or alternative fuel vehicles? Yes/No

If yes, please explain what equipment: _____

4. Did you publicize carpooling, biking, walking and usage of public transit to get to your event? Yes/No

If yes, please explain how (newsletters, print media, website, etc) _____

5. Did you provide amenities for bicyclists? Yes/No

If yes, please explain how: _____

6. Did you provide composting of food scraps? Yes/No

If yes, please explain where the food scraps were composted: _____

7. Did you take excess food to a food bank or food pantry? Yes/No

If yes, please provide the location name and address: _____

8. Please provide us with any suggestions on how we can improve this program for your future events: _____

9. Any additional event results can be reported on a separate page.





GREEN EVENTS 165 POINT SCORECARD

RECYCLING/MANAGING WASTE	POSSIBLE POINTS	55
Submit a recycling/waste plan to the City for review and approval: Waste plan must address the following: number of receptacles, items to be recycled, name of hauler, outreach methods to reduce recycling contamination	20	
Establish recycling station(s)	10	
Establish manned recycling station(s)	10	
Provide composting of food scraps	10	
Make arrangements to take excess food to a food bank or shelter	5	
WASTE PREVENTION/REDUCTION		35
Utilize e-mail/web for event activities to substantially decrease printed or mailed materials	5	
Sell or use (Health Dept. approved) refillable containers for beverage concessions	5	
Sell or provide beverages in recyclable containers i.e. glass, plastic (grades 1-7) or aluminum	5	
Use 2-sided printing for promotional materials/handouts	5	
Utilize biodegradable plastic bags for trash receptacles	5	
Use reusable/recyclable materials in booths/displays/exhibits	5	
Use recycled paper and vegetable/soy inks for handout materials	5	
ENERGY MANAGEMENT	POSSIBLE POINTS	20
Purchase Windtricity through CPS Energy <i>(payment can be made to the City of San Antonio - \$65 per day for medium events; \$130 per day for large events)</i>	10	
Use alternative fuel or solar-powered generators/equipment or alternative fuel vehicles	5	
Provide education and outreach on how to reduce energy consumption at home	5	
REDUCING VEHICLE MILES TRAVELED	POSSIBLE POINTS	35
Provide shuttle service from transit stops or parking lots to the event	15	
Provide amenities for bicyclists to include any of the following: bike racks, bike valet services or designate a secured area for bicycle parking	10	
Provide directions to the event using public transit and bike routes	5	
Promote carpooling, biking, walking and usage of public transit	5	
GREEN EVENT INNOVATIONS	POSSIBLE POINTS	Up to 20
Recommend a green event innovation for pre-approval by City staff		
100% Mission Verde Offset = \$55 per point for medium-scale events \$75 per point for large-scale events	POSSIBLE POINTS	165





GREEN EVENTS APPLICATION

This policy is applicable to medium scale events (defined as events with 1000 to 2000 participants) and large-scale events (events exceeding 2000 participants) located at city-owned facilities.

Medium-scale events located at city-owned facilities must accomplish a certification of "Silver" or higher.

Large events must achieve a "Gold" level.

Events receiving City sponsorship equating to half of the total event costs must attain a "Platinum" certification.

Date of Event: _____

Event Organizer: _____

Event Name: _____

ITEM	POSSIBLE POINTS	NUMBER OF POINTS ACCOMPLISHED
RECYCLING/MANAGING WASTE	55	Write in Number of Points Earned
WASTE PREVENTION/REDUCTION	35	Write in Number of Points Earned
ENERGY MANAGEMENT	20	Write in Number of Points Earned
REDUCING VEHICLE MILES TRAVELED	35	Write in Number of Points Earned
GREEN EVENT INNOVATIONS (Summarize innovation(s) on a separate sheet)	Up to 20	Write in Number of Points Earned
Mission Verde Offset \$55 per point for medium-scale events \$75 per point for large-scale events	40	Write in Number of Points Earned
Total Points Earned		Write in Total Number of Points Earned

Certification Values: Silver: 40-59; Gold 60-79; Platinum 80-100; Verde 101-165

All events located at city-owned facilities must accomplish a certification of "Silver" or higher. Large events must achieve a gold level. Events receiving City sponsorship equating to half of the total event costs must attain a "Platinum" certification





RESOURCES, CREDITS AND ACKNOWLEDGEMENTS

The City of San Antonio would like to thank the following entities and organizations for providing informational resources and best management practices

- Metro Waste Authority, "Event Recycling Guide: Recycling and Litter-Free Program"
- City of Melbourne, Australia, "Melbourne Event Management Planning Guide"
- City of Melbourne, Australia, "Good Clean Fun: Sustainability Principles"
- Susan G Komen Breast Cancer Foundation, "A Guide to Recycling and Reducing Waste: at Komen Race for the Cure Events"

The City of San Antonio's Office of Sustainability extends its appreciation for the contributory efforts of the following City of San Antonio departments and public agencies

- Office of the City Manager
- Downtown Operations Department
- Communications and Public Affairs Department
- Office of the City Attorney
- Parks and Recreation Department
- Police Department
- Public Works Department
- Solid Waste Management Department
- CPS Energy

