



**CITY OF SAN ANTONIO
ALAMODOME**

ALAMODOME LICENSE AGREEMENT

Ye Concert

July 4, 2026

THIS AGREEMENT, dated this ___ day of June, 2026, by and between City of San Antonio, Texas, a municipal corporation of the State of Texas, acting by and through its Assistant Director of the Alamodome/Convention & Sports Facilities, or his designee, ("CITY") and **SPKRBX Touring LLC** ("LICENSEE"), located at **4338 W. Lawrence Ave. #ST Chicago, IL 60630**, sets forth the agreements, covenants and provisions between them. CITY and LICENSEE may be individually referred to as "Party" and collectively as "Parties".

WITNESSETH:

Recitals

WHEREAS, CITY is the owner and operator of the Alamodome Stadium in San Antonio, Texas, and, WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use the Alamodome for presentation of **Ye Concert** and all related activities.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

ARTICLE ONE
Definitions

All words in this Agreement bearing initial capitals, other than proper nouns, section headings, or words required to be capitalized for proper usage, are defined terms and shall have the meanings specifically assigned to them in this article.

As used in this Agreement, the following terms and words are hereby defined as follows:

1.1 **Alamodome** means the multi-purpose domed stadium, located in San Antonio, Texas, providing approximately 160,000 square feet of gross floor space, seating for approximately 65,000 people and the northeast, southeast and south parking lots, operated by CITY and situated at 100 Montana Street. Areas reserved to others are excluded; specifically the Alamodome Executive Suites, certain Club Seats, Administration Offices, and such other areas as are reserved by third parties under contract with CITY.

1.2 **Alamodome Video Wall System and Scoreboard** means the electronic color video display screens, scoreboards, and message boards located in the interior of the Alamodome.

1.3 **Building License Payment** shall mean the rental cost to LICENSEE for the use of the Alamodome for the Event.

1.4 **Catered Event** shall mean any event, assembly, function or similar gathering for which LICENSEE requests CITY'S Licensed Caterer to provide Catering Services.

1.5 **Catering Services** shall mean the service of food and/or beverage (but excluding service in the Sports Club, concession services and restaurant operation) in the Alamodome and at areas outside the Alamodome first approved by CITY in writing, where the selection, quantity, quality, location and/or presentation of food and beverage items to be offered for sale or service is determined by LICENSEE.

1.6 **CITY** means San Antonio, a municipal corporation of the State of Texas.

1.7 Communication System/Services means audio, video and cablecast, and voice and data systems and other miscellaneous communication equipment on the Alamodome property. Alamodome Communications is the sole provider of Communication Services. The term "Communication System" does not include the public address system and the sound system in the Alamodome.

1.8 Concessions shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, or through vendors "hawking" products to Event attendees where the attendee pays the food or beverage server at the time of sale.

1.9 Egress means the exit from the stadium of people attending the Event or moving out of an Event.

1.10 Event means the concert performance featuring Ye (as "Headline Artist") and mutually agreed upon support act(s) (as "Support Artist(s)") (collectively, "Artists") and its related activities.

1.11 Event Manager of the Alamodome/Convention & Sports Facilities means the Event Manager of the Alamodome/Convention & Sports Facilities or his designee.

1.12 Event Settlement Statement means a statement, to be transmitted by CITY to LICENSEE, setting forth the total Building License Payment and additional services cost to be paid by LICENSEE to CITY under the terms of this Agreement.

1.13 Facility Access Fee means a fee which shall be added to the price of each Event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value, or discounted (comp tickets excluded), in accordance with authority granted by City Council Ordinance.

1.14 Assistant Director of the Alamodome/Convention & Sports Facilities means the Assistant Director of the Alamodome/Convention & Sports Facilities or his designee.

1.15 Ingress means the entry of people having tickets or other valid authorization for entry into the stadium to attend an Event, or the moving in of an Event.

1.16 LICENSEE means **SPKRBX Touring LLC**.

1.17 Renewal and Improvement Fee means a fee which shall be added to the price of each Event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value or discounted (comp tickets excluded), in accordance with authority granted by City Council Ordinance.

1.18 Suites shall mean the private luxury suites located on the Club Level of the Alamodome.

1.19 Term means the period of this Agreement set forth in Article Three.

1.20 Ticket Distribution Plan means the distribution and delivery of Event tickets as designated by LICENSEE.

1.21 Ticket Sales means gross revenues derived from paid attendance to the Event during the Term of the Agreement less any applicable taxes, Ticket Service Charge Fee, Facility Access Fee, and Renewal and Improvement Fees.

1.22 Ticket Service Charge Fee means a fee which shall be added to the price of each Event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value or discounted (comp tickets excluded), in accordance with authority granted by City Council Ordinance.

1.23 Use Days means total number of days utilized by LICENSEE under the terms of this Agreement.

ARTICLE TWO

Scope

2.1 Scope of Event. Prior to the Event, LICENSEE shall provide to CITY a complete Scope of the Event (i.e. stage and floor seating diagram, backstage requirements, dressing and specific details to include exact catering service numbers, exact general session numbers, possibility of a concert, exact meeting rooms required and their setups, banner installation and/or telecom/production services), which shall be subject to reasonable approval by CITY. The Scope of Event shall be subject to mutually agreed upon periodic updates as the date of the Event approaches. If CITY has any objections to such updates to the Scope of Event, if any, then it shall promptly communicate such objection to LICENSEE and the Parties shall work in good faith to resolve such objections as soon as reasonably possible. It is understood by LICENSEE that the Event shall include the activities set forth in the Scope of Event and any material changes must receive the prior written approval of the Alamodome.

2.2 Scope of Use. The following areas will be used for the purpose of the **Ye Concert: Full Stadium configuration (floor, plaza, club, and upper level for estimated capacity of 65,000). To include use of locker rooms, available meeting rooms, and star dress rooms.**

2.3 Changes in Scope. Should LICENSEE elect to change the disclosed uses outlined throughout this Agreement (for example from a music concert to a circus or sporting event) without prior Alamodome approval, CITY, at its option, shall have the right to terminate this Agreement.

ARTICLE THREE

Term

3.1 Term. The Term shall commence on **Tuesday, June 30, 2026** and conclude on **Monday, June 6, 2026**.

3.2 Use Days. Use by LICENSEE shall commence **Tuesday, June 30, 2026** and conclude on **Monday, July 6, 2026**. "Use Days" include both Event days and Ingress/Egress days.

3.3 Event Day(s). Event day is **Saturday, July 4, 2026**.

3.4 Ingress/Egress Days. Ingress is **Tuesday, June 30, 2026** starting at 6:00 a.m. and Egress is on **Monday, July 6, 2026** ending at 5:00 p.m. with respect to the field and all primary use areas. If necessary, LICENSEE shall be permitted use of designated areas of the Alamodome approved by the CITY (e.g. parking lots) for an additional period of 48 hours thereafter to allow for pick-up of locally supplied equipment located outside of the bowl area of the Alamodome.

ARTICLE FOUR

Payment

4.1 Amount of Payment.

(a) Building License Payment. In consideration for the license to use the Alamodome as provided in this Agreement, LICENSEE shall pay CITY a Building License Fee of **Four Hundred Thousand Dollars (\$400,000.00)**. Services provided in Building License Payment, reasonably necessary for the operation of the Alamodome for the one concert Event day, include: **facility rental, in-house audio operator, advance and Event day box office staff and services, ticket takers, cleaning crew (pre/post), conversion costs, elevator operators, gate captains, housekeeping, in-house security, maintenance staff, EMT for patrons, San Antonio Fire Marshals, San Antonio Police Off-Duty Employment officers, supplemental security (to include back of house, front of stage security, wandng, etc) LED video wall system and operators, telecommunication systems (does not include WiFi) and services, ushers, wardrobe attendant, in-house equipment, in-house sound equipment, house chairs and tables, standard 60' x 40' concert quality stage and utilities**. Additionally, LICENSEE shall reimburse CITY for all staffing and other incurred costs for services that are reasonably necessary for the operation of the Alamodome for the two international dance competition days.

(b) Other Services. Services not included in the Building License Payment include, but shall not be limited to **overnight security, production/stagehands, catering, insurance, detection canines, structural engineer services, and other equipment, services, and staffing requested by LICENSEE**. Other outside services and equipment required for the Event and requested by the LICENSEE shall be procured by the CITY. LICENSEE shall be responsible for payment of the Other Services as required for the presentation of the Event and as shown in the Alamodome Event Guide.

(c) Facility Access Fee. LICENSEE shall reimburse CITY the sum of the **Facility Access Fee (\$0.50) multiplied by the number of Event tickets sold**, which amount CITY shall use to subsidize the VIA Metropolitan Transit System Park & Ride and to defray the cost of providing traffic safety and control for LICENSEE'S Event. LICENSEE, through the Alamodome Box Office, shall be fully responsible for assessment and collection of the Facility Access Fee.

(d) Renewal and Improvement Fee. LICENSEE shall reimburse CITY the sum of the **Renewal and Improvement Fee (\$3.00) multiplied by the number of Event tickets sold**, which amount CITY shall use in order to fund facility improvements and to help offset, increased operational and maintenance costs.

LICENSEE, through the Alamodome Box office, shall be fully responsible for assessment and collection of the Renewal and Improvement Fee.

(e) Ticket Service Charge Fee. LICENSEE shall reimburse CITY the sum of the Ticket Service Charge Fee (\$3.00) multiplied by the number of Event tickets sold. LICENSEE, through the Alamodome Box Office, shall be fully responsible for assessment and collection of the Service Charge Fee.

4.2 Time of Payments.

(a) Payments for Use and Other Services Fees. LICENSEE shall pay to CITY the Building License Payment stipulated in Section 4.1(a), the Other Services stipulated in Section 4.1(b), the Facility Access Fee stipulated in Section 4.1(c), the Renewal and Improvement Fee stipulated in 4.1(d) and the Ticket Service Charge Fee stipulated in Paragraph 4.1(e) upon completion of Event. CITY, at its sole option, may withhold from available ticket receipts being held by CITY, funds sufficient to satisfy LICENSEE'S obligations as set forth herein. The Parties acknowledge and agree that the sum of the Facility Access Fee, the Renewal and Improvement Fee, and the Ticket Service Charge Fee shall not exceed Six Dollars and Fifty Cents (\$6.50) per ticket sold.

(b) Security Deposit. As partial consideration for the execution of this Agreement, LICENSEE shall pay CITY a security deposit of sixty-thousand dollars (\$60,000), which is required to be enclosed on the same day the License agreement is returned to the Alamodome with the LICENSEE'S signature ("Security Deposit"). If LICENSEE fully complies with all the terms and conditions of this Agreement, said sum so paid shall be credited toward the LICENSEE'S final payment of consideration as provided in Section 4.1 unless otherwise forfeited under Section 2.1. Said security deposit will only be refunded in accordance with Section 22.4.

ARTICLE FIVE
Event Announcement, Ticketing and Credential Program

5.1 Event Announcement. Prior to the announcement of the Event to the public, LICENSEE will advise CITY through the Assistant Director of the Alamodome/Convention & Sports Facilities or his designee when and how the Event will be announced to the public.

5.2 Ticketing.

(a) Box Office. LICENSEE must contact Box Office Manager prior to making any arrangements for ticket sales and services. It is agreed that LICENSEE shall use CITY'S Box Office for printing, manifesting and distributing all admission tickets for the Event through the Ticketmaster system. CITY, through its designated Box Office Manager or Agent, shall provide an accounting of all tickets, returns and receipts for this Event. As such, the Box Office Manager or Agent shall provide LICENSEE with a notarized Box Office Statement, and produce for LICENSEE'S inspection all unsold tickets immediately following the Event. The Event Manager of the Alamodome/Convention & Sports Facilities or his designee shall also provide the Event Settlement Statement (as defined in Section 1.12) for purposes of settlement of the Event with LICENSEE, along with receipts or other reasonable documentation evidencing additional services costs to be paid by LICENSEE pursuant to this Agreement. CITY shall have the right to make refunds of admissions where, in the reasonable discretion of CITY, circumstances warrant it. Any such refunds made shall be considered as unsold tickets when making settlement of monies due to LICENSEE. CITY shall be responsible for any shortages in either ticket receipts or unsold tickets, except for shortages with respect to tickets sold by LICENSEE, if any.

(b) Ticket Charges. Advance and Event day box office services included in the Building License Payment. LICENSEE shall pay four percent (4%) of the gross monies derived from tickets sold by credit cards at the Alamodome Box Office only.

(c) Limits. Admission tickets in excess of the seating capacity of, or which admit a larger number of persons to the premises than can be properly and safely seated and moved in said licensed area shall not be sold, allowed, or caused to be sold or issued, and the decision of the Assistant Director of the Alamodome/Convention & Sports Facilities in this respect shall be final.

(d) Date of Sale. CITY and LICENSEE agree to set a date when tickets for an Event will be offered to the public for the first time. No first day of ticket sales will be set on a date when another event is scheduled at the Alamodome, except by permission of the Assistant Director of the Alamodome/Convention & Sports Facilities.

(e) Complimentary Tickets. Alamodome shall be entitled to the mutually agreed upon 100 complimentary tickets which shall be made available to the venue at no charge. Ticket location shall be mutually agreed upon between the Alamodome and LICENSEE.

(f) Chargebacks. In the event any chargeback comes through for the Event, CITY shall invoice LICENSEE for such chargeback(s), and payment will be due within ninety (90) business days upon receipt of the invoice.

5.3 Credentials. LICENSEE, prior to distribution of credentials, shall present to the Event Manager of the Alamodome/Convention & Sports Facilities or his designee, LICENSEE'S Program for Event Credentials, to include a hard copy of each credential type and any other pertinent details.

ARTICLE SIX **Utilities**

6.1 Utilities. On all Use days of the Term, CITY shall furnish and have available at the Alamodome, all utilities required for the use of the Alamodome to present the Event. Upon completion of the Term, CITY shall have the right to turn off the house lights and HVAC and switch to emergency lights only.

6.2 Utility Reimbursement. The cost for Utilities is included in the Building License Payment.

ARTICLE SEVEN **Parking**

7.1 Parking. CITY reserves the right to operate and receive all income from parking operations for the Event.

7.2 LICENSEE Parking on Use Day. LICENSEE shall have the right to use, without charge, a mutually agreed upon portion of Alamodome parking lot A during the Event presented under this Agreement. If additional parking passes are required, LICENSEE agrees to purchase from CITY additional parking passes at the \$60 rate for this Event for standard vehicles and for buses/15-passenger vans. The Alamodome does not allow public in and out parking privileges.

7.3 Public Parking on Event Days. The Alamodome parking lots will be available for public parking on all Event days in accordance with the City Code of San Antonio. Public parking rates shall also be sold at the \$60 rate for this Event for standard vehicles/15-passenger vans and \$160 rate for buses. The Alamodome does not allow public in and out parking privileges.

ARTICLE EIGHT **Stadium Personnel and Services**

8.1 Event Staffing.

(a) CITY shall provide personnel reasonably necessary for the operation of the Alamodome for this Event, as set forth in Sections 4.1 (a) and 4.1 (b). The number and type of such personnel shall be mutually agreed upon at least thirty days (30) prior to the first Use Day of the Term subject to any adjustments thereafter as may be mutually agreed upon by the Parties. The cost to CITY for furnishing said personnel shall be reimbursed by LICENSEE as provided in Sections 4.1(b) and 4.2(a).

(b) San Antonio Police Officers. LICENSEE acknowledges that it shall be required to contract for San Antonio Police Department (SAPD) Off-Duty Employment Unit (ODEU) services in advance of Event. CITY shall assist LICENSEE by making the arrangements for such services, however for purposes of

the Fair Labor Standards Act (FLSA), CITY and LICENSEE shall at all times remain separate and independent employers. Notwithstanding the foregoing, the cost of SAPD ODEU police officers shall be included in the Building License Payment.

8.2 Additional Services Requested by LICENSEE. Upon timely request of the LICENSEE and approval of the Event Manager of the Alamodome/Convention & Sports Facilities or his designee, CITY shall provide reasonable additional services and/or supplies in support of the Event's activities. LICENSEE shall reimburse CITY for the actual cost incurred in providing such services and supplies.

8.3 LICENSEE Responsibilities. LICENSEE shall be solely responsible for providing Artistic Interpretation support personnel for the hearing impaired as required by law. LICENSEE shall contact the Alamodome Event Services Manager at least thirty days (30) prior to the first Use Day of the Term to obtain an approved list of companies or representatives that provide these services and make selections prior to the first Ingress day.

ARTICLE NINE **Concession and Novelty Revenues**

9.1 Concessions. The Alamodome Concessionaire reserves the right to operate and receive income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and beverages.

9.2 Novelties. LICENSEE may sell souvenirs, novelties, and programs, which directly relate to the Event, provided that such souvenirs, novelties, and programs shall be sold by the Alamodome Concessionaire at the established commission fee of 15% for soft goods and 10% for recorded materials (less all applicable taxes, credit card commissions and bootleg security, if requested). All revenues net of payment of the commission shall belong to LICENSEE for the benefit of the Artists.

9.3 Concession Area. LICENSEE shall provide adequate space on the main stadium floor to CITY for the purpose of concession sales based on type of event (if applicable). Location said space shall be mutually agreed upon by both LICENSEE and CITY.

9.4 Disputes. The Assistant Director of the Alamodome/Convention & Sports Facilities shall be the arbiter in any dispute, which may arise under this Article.

ARTICLE TEN **Catering**

10.1 Catered Events. LICENSEE acknowledges that CITY has previously granted an exclusive catering license to the Alamodome Concessionaire for the right to provide Catering Services in the Alamodome. LICENSEE shall use CITY's designated caterer in accordance with guidelines promulgated by CITY's Assistant Director or his/her designee. No other party shall be allowed to provide catering services at the Alamodome. The Alamodome Assistant Director has granted an exception for backstage catering services.

ARTICLE ELEVEN **Staging, Lighting, Sound**

11.1 Staging. At LICENSEE'S option, a standard 60' x 40' concert quality stage shall be made available for LICENSEE'S use during the Event. Also, at LICENSEE'S option, 4x8 stage risers shall be made available for LICENSEE'S use during the Event.

11.2 Staging Costs. The use of the stage is included in the Building License Payment. LICENSEE, at its own expense and liability, shall be responsible for the construction, installation, and removal of any additional staging and all stagehand personnel required for the presentation of the Event. Procurement,

installation and removal of such additional staging shall be coordinated with the Event Manager of the Alamodome/Convention & Sports Facilities or his designee.

11.3 Sound Equipment. The use of in-house sound equipment is included in the Building License Payment.

11.4 Additional Lighting. LICENSEE, at its own expense and liability, shall be responsible for additional lighting that is not permanently installed in the Alamodome, which LICENSEE may desire or require for the presentation of the Event.

11.5 Emergency Lighting. CITY reserves the right to operate and control stadium lighting when deemed necessary for public safety (i.e. fire alarms, crowd emergency).

ARTICLE TWELVE

Alamodome Stadium Video Wall System and Scoreboard

12.1 LICENSEE Use. At the LICENSEE'S option, the Alamodome Stadium Video Wall System and Scoreboard shall be made available for LICENSEE'S use during the Event.

12.2 Photography/Video by CITY. Any photography of the Event by CITY or its designees shall be subject to the prior approval of the Artist, any restrictions imposed by the Artist and/or LICENSEE, and any applicable photography agreements required by the Artist. Such photographs shall not be used for any commercial or promotional purposes without the express, prior written permission of the Artist and/or the LICENSEE. CITY shall have no right to conduct any audio and/or video recordings of the Event without the express, prior written consent of ARTIST and LICENSEE.

ARTICLE THIRTEEN

Communications

13.1 LICENSEE Use. Upon LICENSEE'S request, the Alamodome Communication System/Services shall be made available through CITY for LICENSEE'S use during the Event. LICENSEE may not use any other communication system or services other than those provided by CITY. A list of the Communication System/Services can be located in the Event Guide at the Alamodome.com website.

ARTICLE FOURTEEN

Damages, Risk and Security

14.1 Damages. If the Alamodome premises, or any portion thereof, including any of its fixtures, furniture or furnishings, during the Term of this Agreement shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE'S agents, employees, subcontractors, vendors, patrons, guests, or any person admitted to the Alamodome premises by LICENSEE, LICENSEE will pay to CITY, the actual and documented costs to restore the Alamodome premises to the same condition as received by LICENSEE at the beginning of the Term. The Event Manager of the Alamodome/Convention & Sports Facilities or his designee, in consultation with a designee of LICENSEE, shall determine in good faith whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of this Agreement, LICENSEE is to be held responsible. In furtherance of the foregoing designees of the Parties shall conduct, consistent with industry practice, a walk-through of the field and other pertinent areas of the Alamodome premises within a reasonable time prior to or during the Ingress Days of the Event, and again within a reasonable period of time following the Event. During each walk-through, the Parties will assess and identify pre-existing damages, any damages that may have occurred during LICENSEE'S use of the Alamodome, and will consult and agree in good faith as to what, if any, repair or restoration costs will be paid for by LICENSEE. CITY reserves the right to withhold from final settlement a reasonable amount to cover all or part of such damages, not to exceed an amount mutually agreed by the Parties. In no event shall LICENSEE be liable for any pre-existing conditions; repairs or damage occurring as a result of any event at the Alamodome following the Event; any damages caused by the acts or omissions of CITY or its employees, agents or contractors; or any repairs or damage not identified in the final walk-through or reasonably promptly thereafter. In no event shall LICENSEE be deemed timely notified of any

repairs or damage first brought to LICENSEE's attention by CITY after the commencement of ingress of the next event following the Event.

14.2 **Risk and Security.** LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon CITY because of any such loss unless same is due to (i) the negligence or willful misconduct of CITY, or its employees, agents or contractors, or (ii) an intentional or willful tort committed by CITY as determined by a Court of Law. LICENSEE shall be responsible for the provision of security during the term of this Agreement for any property brought onto the Alamodome grounds by LICENSEE, its employees, and/or its purveyors.

14.3 CITY shall control the management and operation of the Alamodome and enforce all necessary rules of its management and operation, which rules shall include show stop procedures and be made available to LICENSEE upon request. In advance of the Event, the Parties shall jointly develop protocols for implementing and communicating such show stop procedures, which shall include consultation and cooperation between the Parties in implementing such procedures, when circumstances permit.

ARTICLE FIFTEEN **Copyrighted Material**

15.1 **Copyrighted Usage.** LICENSEE agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Alamodome during the term of the Agreement complies with United States and any other applicable copyright law.

15.2 **Indemnification.** LICENSEE agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS** and, at its own expense, CITY, its officials, agents and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a result of the use by LICENSEE or its designee of copyrighted materials in the Alamodome during the term of this Agreement.

ARTICLE SIXTEEN **Advertising**

16.1 **Rights.** It is understood by LICENSEE that CITY is responsible for contracting all commercial advertising rights throughout the interior Alamodome premises to various advertisers for valuable consideration. To protect the advertising rights of CITY and its advertisers, only the following methods of promotion and commercial advertising by LICENSEE and any Event sponsors on the Alamodome premises shall be permitted:

(a) Display of products and services by exhibitors in connection with trade or consumer shows or business conventions.

(b) Advertising in Event programs, on Event tickets, or in other similar Event materials.

(c) If the Event is broadcast, the broadcast station can display one (1) temporary identification banner. If additional banners are to be displayed, a proposed display plan will be presented to the Assistant Director of the Alamodome/Convention & Sports Facilities or his designee for approval prior to the Event. The type, location, installation, and removal of banner(s) must receive prior CITY approval. In any event, all temporary advertising is subject to the non-alcoholic advertising restrictions below.

(d) Event sponsor identification including banners, temporary panels, and other types of promotional items and displays and visual acknowledgment during the Event. **The type, content, location, installation, and removal of sponsor identification must receive prior approval from the Assistant Director of the Alamodome/Convention & Sports Facilities or his designee.**

16.2 **Exclusive Rights.** Notwithstanding anything to the contrary set forth herein, CITY and LICENSEE agree that at all times during the Event, the non-alcoholic beverage advertisers of CITY ("Advertisers") shall have the following exclusive rights:

(a) the exclusive non-alcoholic beverage pouring rights for the Alamodome and all parking lots south of Montana Street, walkways, driveways and plaza areas included within the Alamodome complex; and

(b) the exclusive right to all non-alcoholic beverages advertising in any form placed in the Alamodome and all parking lots, walkways, driveways and plaza areas included within the Alamodome complex.

16.3 Exceptions. No exceptions to the above methods of promotion and commercial advertising shall be permitted during the Term without prior approval of CITY. LICENSEE shall be responsible for communicating the terms of this Article to the Event sponsors and for full compliance with the restrictions stated herein. **CITY shall be allowed to use LED signage technology or similar device for the purpose of advertising upcoming events in the Alamodome during this Event at times as may be mutually agreed that do not interfere with the Artists' production. For clarity, CITY agrees that any backlit or otherwise illuminated signage, advertising, digital/ribbon boards and/or other displays visible in the performance area shall be turned off prior to show time at a time designated by Licensee and/or the Artists.**

ARTICLE SEVENTEEN **LICENSEE Property**

17.1 No Removal Policy. LICENSEE shall be responsible for removing from the Alamodome on or before 11:59 p.m. on the last Use day of the Event during the Term, all property, goods, and effects belonging to LICENSEE and its employees, or caused by it to be brought upon the Alamodome premises for the Event. If such property is not removed within the above-stated time, CITY shall have the right to remove and/or store such property, goods, and effects at LICENSEE'S expense. LICENSEE assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of LICENSEE and its employees, and exhibitors incurred during any removal and/or storage activities by CITY after the last Use day.

ARTICLE EIGHTEEN **Restrictions**

18.1 Restrictions. The following restrictions shall apply to the Event throughout the Term of this Agreement:

Specifically, LICENSEE shall not be allowed the following:

- Any items that if released, will rise into the air without any external force being applied (e.g. helium inflated balloons);
- Live animals (with the exception of disability service animals) and insects unless properly and sanitarly kept and maintained in a cage; PROVIDED, no animals or insects that pose a potential threat to public safety and health will be allowed;
- Food and drink products that can be consumed on the Alamodome premises;
- Raffles or games of chance that do not meet the requirements of City of San Antonio Code;
- Distribution of flyers, pamphlets, handbills or any type of adhesive stickers on seating areas in the dome;
- Any other item that CITY reasonably deems improper for display at the Event.

(a) Exceptions to this restriction concerning live animals may be granted by the Assistant Director of the Alamodome/Convention & Sports Facilities or his designee when the request is made in writing, at least thirty (30) days prior to the Event, describing the activities of such animals and LICENSEE agrees to be solely responsible for any bodily injury or property damage that may result from the presence of such animals.

(b) All Event exhibitors will be subject to inspection by licensed law enforcement officers throughout the Term of the Event relative to the display and sale of items. Proper records for verification of ownership and title to sell items by exhibitors must be available at all times for inspection by law enforcement officers.

(c) LICENSEE shall be responsible for fully communicating the restrictions and inspection requirements outlined in this Agreement to all Event exhibitors and for full compliance with these restrictions.

ARTICLE NINETEEN

Broadcasting

19.1 **Transmission via Communications System.** All broadcasts of the Event shall be transmitted via the Communication System/Services. No other means of broadcast shall be allowed. The foregoing shall not imply that the Artists are required to provide a video feed to the Alamodome's Communication System/Services for internal transmission to Suites, concession areas or any other portion of the Alamodome. If the Artists choose to provide a video feed, it will be in the Artists' sole and absolute discretion. City shall not copy or record, nor permit others to copy or record, all or any part of such feed if it is provided.

19.2 **Broadcasting Rights.** LICENSEE shall have and retain exclusive broadcast and reproduction rights incident to the presentation of the Event during the Term, including, but not limited to, radio and television rights and, in general, the rights to all items produced by whatever means or process now existing or hereafter developed for preserving, transmitting, and reproducing for hearing and/or viewing the Event presented in the Alamodome. LICENSEE shall retain all proceeds from such broadcast and reproduction rights.

19.3 **Broadcasting Facilities.** With regard to said broadcast and reproduction rights, CITY shall cooperate with LICENSEE and with the Parties actually producing any such broadcasts and reproductions in all phases of the preparation, broadcasts and any production thereof. In connection with any such broadcast and reproduction activities, CITY shall provide access to the Alamodome and, at LICENSEE'S cost, the necessary maintenance personnel and all necessary facilities and utilities at the request of LICENSEE. LICENSEE shall be authorized to issue a reasonable number of credentials for admissions to the Alamodome for personnel engaged in such broadcasts and reproductions and the installation and removal of broadcast and reproduction equipment.

19.4 **Restrictions on Transmission of Sound.** Without the prior consent of the artist performing at the Event, CITY shall not permit the transmission of a live sound feed of the performance into restrooms, executive suites, concession areas or any other portion of the Alamodome.

LICENSEE shall be responsible for fully communicating the restrictions and inspection requirements outlined in this Agreement to all Event exhibitors and for full compliance with these restrictions.

ARTICLE TWENTY

Insurance

20.1 Prior to the commencement of any work under this Agreement, LICENSEE shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to CITY's Convention and Sports Facilities Department, which shall be clearly labeled "**Ye Concert**" 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. CITY 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 CITY. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the CITY's Convention and Sports Facilities Department. No officer or employee, other than CITY's Risk Manager, shall have authority to waive this requirement.

20.2 CITY reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY'S Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will CITY allow modification whereupon CITY may incur increased risk.

20.3 A licensee's financial integrity is of interest to CITY; therefore, subject to LICENSEE'S right to maintain reasonable deductibles in such amounts as are approved by CITY, LICENSEE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at LICENSEE'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and 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:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employers' Liability (when applicable)	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance for bodily injury and property damage to include coverage of limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage for the following:	
a. Premises operations	
b. Independent contractors	
c. Products/completed operations	
d. Personal Injury	
e. Contractual liability	
f. Damage to property rented by you	
g. Broad Form Property Damage to include Fire & Legal Liability	
* only applicable if LICENSEE rents property	
4. Business Automobile Liability Insurance (when applicable) with combined single limit coverage of \$1,000,000 per occurrence for the following:	
(1) Owned/leased vehicles	
(2) Non-owned vehicles	
(3) Hired vehicles	
5. Umbrella or Excess Liability Coverage of \$5,000,000 per occurrence and in the aggregate for Bodily Injury (including death) and Property Damage.	

20.4 CITY Self-Insurance. CITY maintains self-insurance for General Liability as a political subdivision of the State of Texas. CITY is subject to the Texas Tort Claims Act and the obligations of CITY and the rights of persons claiming against CITY are subject to that Act. CITY, upon request from LICENSEE, can provide evidence of self-insurance.

20.5 LICENSEE agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of LICENSEE herein. This provision may be modified by CITY's Risk Manager, without subsequent City Council approval, 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 CITY's Risk Manager, which shall become a part of the contract for all purposes.

20.6 As they apply to the limits required by CITY, CITY shall be entitled, upon request and without expense, to require LICENSEE to provide additional insurance, if CITY reasonably believes there has been an increased risk not originally contemplated herein. LICENSEE shall be required to comply with any such requests and shall submit a copy of the certificate of insurance evidencing the additional coverage to CITY at the address provided below within 10 days of the requested change. LICENSEE shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: Convention & Sports Facilities - Alamodome
 100 Montana Street
 San Antonio, Texas 78203-1033

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

- List 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 City, with the exception of the workers' compensation policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to CITY where the CITY is an additional insured shown on the policy to the extent of the liability assumed under this Agreement by LICENSEE;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of CITY.
- Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage of LICENSEE's insurance, LICENSEE will provide CITY at least ten (10) calendar days advance written notice thereof.

20.8 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 CITY. CITY shall have the option to suspend LICENSEE'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

20.9 In addition to any other remedies CITY may have upon LICENSEE'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order LICENSEE to stop work hereunder, and/or withhold any payment(s) which become due to LICENSEE hereunder until LICENSEE demonstrates compliance with the requirements hereof.

20.10 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 Agreement.

20.11 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 City of San Antonio for liability arising out of operations under this Agreement.

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

ARTICLE TWENTY-ONE **Indemnification**

21.1 LICENSEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought (collectively, "Claims"), TO THE EXTENT ARISING OUT OF OR BE OCCASIONED BY THIRD PARTY CLAIMS FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CITY, ITS ELECTED OFFICIALS, OFFICERS OR EMPLOYEES. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

21.2 LICENSEE shall advise CITY in writing within 24 hours of any claim or demand against CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE'S activities under this AGREEMENT.

21.3 Defense Counsel –CITY shall have the right to approve defense counsel to be retained by LICENSEE in fulfilling its obligation under Section 21.1 to defend and indemnify CITY (such approval not to be unreasonably withheld or delayed), unless such right is expressly waived by CITY in writing. LICENSEE shall retain 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.

21.4 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.

21.5 To the extent authorized by the laws and Constitution of the State of Texas, CITY shall indemnify, defend and hold harmless LICENSEE, SPKRBX Touring LLC, SPKRBX Touring LLC and their respective officers, directors, agents and employees (collectively, "LICENSEE Parties") from all Claims (as defined above), arising out of or occasioned by any injuries or damages received or sustained by and person or persons or property, as a result of the negligent acts, errors, or omissions of the CITY or its employees in the execution, performance or enforcement of this Agreement and/or any material breach of this Agreement. The foregoing indemnity obligation of CITY shall not extend to any Claims arising out of any negligence or intentional misconduct of any of the LICENSEE Parties or their respective contractors. The Parties further agree that nothing in this Agreement shall constitute a waiver of CITY'S governmental immunity and that CITY'S obligation in this section shall be limited to the extent and manner of recovery provided for in the Texas Tort Claims Act. For agents, contractors and third parties, CITY shall ensure that their contracts with such parties contain a similar indemnity in favor of CITY.

21.6 To the extent authorized by the laws and Constitution of the State of Texas, CITY will be solely responsible for and will indemnify, defend and hold the LICENSEE Parties harmless from all Claims arising out of or occasioned by (a) any structural or premises-related defects of the Alamodome (including, without limitation, collapse of existing structures), (b) maintenance of the Alamodome (or alleged failure to maintain) or (c) any alleged violation of any Disability Law pertaining to or arising out of CITY-provided services or structural requirements of the disabilities laws, including, without limitation, seating and accessible paths to seating. The provisions of this subsection shall not be construed as a limitation of any right of CITY to pursue indemnity against consultants, architects, contractors and others who may bear liability in connection with such Claims. For purposes of this Agreement, "Disability Law(s)" means the Americans With Disability Act of 1990 ("Act") and any amendments thereto and/or any comparable or related federal, state or local laws, regulations or ordinances with respect to disabled access law including but not limited to the rules and regulation promulgated under the Act. The Parties further agree that nothing in this Agreement shall constitute a waiver of CITY'S governmental immunity and that CITY'S obligations in this section shall be limited to the extent and manner of recovery provided for in the Texas Tort Claims Act. For agents, contractors and third parties, CITY shall ensure that their contracts with such parties contain a similar indemnity in favor of CITY.

21.7 CITY will provide any defense required under Sections 21.5 and 21.6 itself or engage a law firm to provide such defense in consultation with LICENSEE.

21.8 The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

21.9 To the extent authorized by laws and Constitution of the State of Texas, CITY and LICENSEE shall work together to establish and implement reasonable health and safety protocols in connection with the operation of the Alamodome that are designed, based on information reasonably and

currently available, to reduce the risk of infection and spread of communicable diseases, including COVID-19 ("Health & Safety Protocols").

21.10 Notwithstanding implementation of any Health & Safety Protocols, the Parties specifically acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the CDC, senior citizens and those with underlying medical conditions are especially vulnerable. EACH PARTY ACKNOWLEDGES ON ITS BEHALF, AND ON BEHALF OF ITS PERSONNEL, THAT IT AND ITS RESPECTIVE PERSONNEL VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 FROM THE EVENT AND HEREBY RELEASE THE OTHER PARTY AND ITS PARENTS, PARTNERS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM LIABILITY IN CONNECTION THEREWITH, INCLUDING WITH RESPECT TO THIRD PARTY CLAIMS. LICENSEE acknowledges that CITY is a political subdivision of the State of Texas and is subject to and must comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, § 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. The Parties further agree that nothing in this Agreement shall constitute a waiver of CITY's governmental immunity and that CITY's obligations in this section shall be limited to the extent and manner of recovery provided for in the Texas Tort Claims Act.

ARTICLE TWENTY-TWO

Miscellaneous

22.1 Powers of the CITY. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of CITY.

22.2 Right of Entry. Alamodome employees, officials and authorized licensees and Tenants shall have the right at all times to enter upon the premises in the performance of their duties, and will be issued proper identification credentials, as needed for such working purposes, by the Alamodome/Convention & Sports Facilities Director's Office, which the LICENSEE shall honor. Notwithstanding the foregoing, such parties shall not unnecessarily disturb the privacy of the Artists in areas and circumstances where the artists have a reasonable expectation of privacy (including without limitation, during sound checks and in private hospitality areas and dressing rooms, stage areas, and FOH mix position).

22.3 Removal of Persons. CITY reserves the right to eject or cause to be ejected from the Alamodome premises, any person or persons violating the rules or regulations of the Alamodome or any CITY, County, or State law, statute, code, rule, regulation, policy or ordinance, including the Alamodome COVID-19 Safety Plan; and neither CITY nor any of its officers, agents, or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by CITY of such right. Notwithstanding the foregoing, CITY shall use commercially reasonable efforts to consult with LICENSEE prior to any such ejection; provided, however, that CITY is not required to consult with LICENSEE prior to any such ejection that poses a hazard or risk to the welfare, health or safety of such individual or to others, in CITY's sole judgment.

22.4 Force Majeure. If the (a) Alamodome or any portion thereof be destroyed or damaged by fire or other calamity so as to prevent the use of the Alamodome for the purposes of the Event specified in this Agreement, or (b) if the performance of this Agreement is prevented due to an act of God, civil strike (except for strikes involving CITY's own employees), terrorism, lockout, material or labor shortage, binding order by any governmental authority affecting CITY the Alamodome or travel by LICENSEE and/or Headline Artist, the requisition of the Alamodome by a federal, state or local government, civil riot, flood, curtailment or delay in transportation facilities, pandemic or epidemic declared by governing health authorities covering the City of San Antonio, unavoidable casualty, death, disability, illness (including COVID-19) or injury of the Headline Artist and/or their immediate family members, or (c) any other cause beyond the control of the Parties, any one (a-c) of which make it illegal or impossible to provide the Alamodome or hold the Event, then this Agreement shall terminate. In such an event, neither Party shall be liable or responsible to the other Party for any damages caused by such termination and both Parties waive any claim against the other for damages by reason of such termination except that LICENSEE shall be liable for all expenses incurred by CITY prior to termination.

22.5 Public Information. CITY shall comply at all times with the Texas Public Information Act, Texas Government Code Chapter 552.

22.6 Notices. Any notice or communication hereunder shall be in writing, and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notices or communications shall be given to the Parties hereto at their following addresses:

If to the City:
 Stephen Zito
 CSF/Alamodome Assistant Director
 Convention & Sports Facilities
 100 Montana Street
 San Antonio, TX 78203
 (210) 207-3602

If to the Licensee:
 Alberto Solorio, CEO
 SPKRBX Touring LLC
 4338 W. Lawrence Ave. #ST
 Chicago, IL 60630

With a copy to:
 City Clerk
 City of San Antonio
 P.O. Box 839966
 San Antonio, TX 78283-3966

With a copy to (which shall not constitute notice):
 Timothy Liam Epstein, Esq.
 Duggan Bertsch, LLC
 303 W. Madison, #1000
 Chicago, IL 60606

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given. This notice provision shall not apply to ordinary business communications between the Parties.

22.7 Nondiscrimination. LICENSEE agrees to comply with all applicable Federal, State, and Local laws regarding nondiscrimination. As a party to this Agreement, LICENSEE understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law.

22.8 Taxes. LICENSEE agrees to pay on a current basis all taxes or assessments, if applicable, levied on its activities and property; PROVIDED, however, that nothing contained herein shall modify the right of LICENSEE to contest any such tax, and LICENSEE shall not be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

22.9 Non-Waivers. Neither the waiver by either Party to this Agreement nor any breach of any agreement, covenant, condition, or provision thereof, nor the failure of either Party to seek redress for violation of, or to insist upon strict performance of, any such agreement, covenant, condition, or provision, shall be considered to be a waiver of any such agreement, covenant, condition, or provision or of any subsequent breach thereof. No provision of this Agreement may be waived except by written agreement of the Party to be charged.

22.10 Texas Law Controlling; Where Actions Brought. This Agreement shall be deemed to be, and is, made in and shall be in accordance with the laws of the State of Texas, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement shall be brought in Bexar County, City of San Antonio, Texas.

22.11 Section Headings. The section headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular sections to which they refer.

22.12 Entire Agreement. This Agreement and any attachments hereto constitute the entire Agreement between CITY and LICENSEE and may not be altered, amended, or modified except by an instrument in writing signed by the Parties hereto with the same formality as this Agreement.

22.13 No Partnership. Nothing contained herein shall make, or be deemed to make, CITY and LICENSEE a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture, but only the relationship of licensor and licensee.

22.14 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.

22.15 Permits and Licenses. It is understood and agreed that LICENSEE is responsible for obtaining all necessary permits and licenses required in connection with the presentation of the Event, as opposed to those required for the day-to-day operation of the Alamodome, which shall be the responsibility of CITY.

22.16 Compliance with Applicable Law. LICENSEE shall be responsible for compliance with all applicable laws, ordinances, statutes, codes, policies, rules and regulations, including without limitation those relating to providing a safe working environment to employees and, specifically, the requirements of the Texas Industrial Safety and Health Act (TISHA), and the Americans with Disabilities Act (ADA). CITY shall make available, at no cost to LICENSEE, a Telflex AAR-1 Assistive Listening System, consisting of a transmitter and wireless receivers, for use during the Event.

LICENSEE in compliance with the provisions of the ADA shall:

- (a) Utilize the provided system or supply one of its own;
- (b) Advertise the availability of the assistive listening devices through the use of on site signs, brochures and/or distributed promotional materials; and
- (c) Maintain an audio feed to the system.

CITY is responsible for the proper storage, collection and prompt return of the loaned devices at the end of the Event. CITY is also responsible for ensuring that the Alamodome complies in all respects with structural or premises-related provisions of the Americans with Disabilities Act (ADA).

CITY will provide the Alamodome in a good state of repair and in compliance with all applicable laws.

LICENSEE shall not do, nor suffer to be done, anything at the Alamodome, during the Use Days of this Agreement, in violation of the laws of the United States or the State of Texas. Further, LICENSEE shall obey all rules, regulations and ordinances of CITY for the government and management of the San Antonio Convention Facilities, together with all rules and requirements of the police and fire departments of CITY. LICENSEE agrees that every employee, contractor, agent of LICENSEE shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said LICENSEE is called to such violations, LICENSEE will immediately desist from and correct such violations.

CITY shall notify LICENSEE of the status of applicable COVID-19 restrictions and all applicable related CITY rules, regulations and policies applicable to the Alamodome during the Use Days of this Agreement prior to the Event and such rules, policies and regulations shall be incorporated into this Agreement by reference, as if set forth in full. In the event of any conflict between CITY COVID-19 restrictions, rules, regulations and policies and any COVID-19 restrictions, rules, regulations and policies adopted by LICENSEE, the stricter such COVID-19 restrictions, rules, regulations and policies shall control for the Event and the Parties shall work in coordination to make such determination.

22.17 LICENSEE shall require that all of its subcontractors and vendors comply fully with the terms and conditions of this Agreement.

22.18 Confidential Information. To the extent permitted by law, City agrees not to disclose to any third party (a) this License Agreement (or any portion thereof) or (b) any confidential or proprietary information of LICENSEE which (i) is designated confidential or proprietary or (ii) LICENSEE reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of LICENSEE. CITY shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal,

financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. CITY shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by CITY. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by CITY or its Representatives. If CITY or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information or is required to disclose such information under the Texas Public Information Act, then CITY will promptly notify LICENSEE of such requirement so that LICENSEE may seek an appropriate remedy. In the event that such remedy is not obtained, CITY agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed.

22.19 Registered Agent and Service of Process on LICENSEE. LICENSEE shall have and continuously maintain in the State of Texas a registered agent pursuant to the applicable provisions of Texas Law and notice herein. The registered agent shall be an agent of LICENSEE upon whom any process, notice, or demand required or permitted by law to be served upon LICENSEE may be served. LICENSEE shall give CITY written notice of the name, street, address, and telephone number of its registered agent prior to signing unless otherwise agreed to by CITY.

22.20 Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Charter of the City of San Antonio, the City Code of San Antonio, or ordinances of the City, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

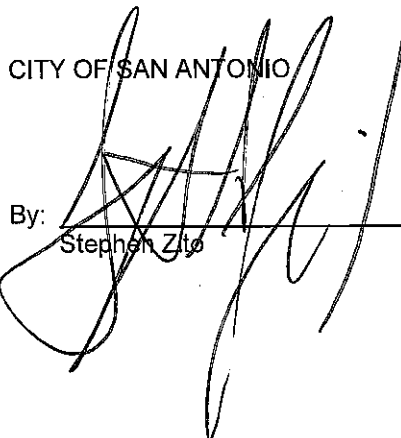
22.21 Assignments. LICENSEE shall not assign or transfer LICENSEE'S interest in this Agreement without the written consent of the Assistant Director of the Alamodome/Convention & Sports Facilities. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.


22.22 Suites. LICENSEE shall have the option to use four (4) suites for the duration of the Event at no charge. Alamodome catering services are available in all suites by the Alamodome exclusive caterer upon LICENSEE'S request and expense. CITY shall sell suites and shall retain all revenue associated with the sale of the suites to include Event tickets. Catering services are available by the Alamodome exclusive caterer in all suites and upon the request and expense of the LICENSEE.

22.23 Attachments. Each of the Exhibits affixed to this Agreement is an essential part of the Agreement and governs the rights and duties of the Parties. Each Exhibit shall be incorporated into this Agreement for all purposes.

22.24 Weapons. The Convention & Sports Facilities Department/Alamodome complies with federal and state laws and City ordinances regarding the lawful carrying and possessing of weapons within Department facilities. Please see Exhibit A, attached, for more information.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF SAN ANTONIO
By: 
Stephen Zito

LICENSEE
(Please sign in blue ink)
By: 
Alberto Solorio

CSF/Alamodome Assistant Director
Convention & Sports Facilities

Chief Executive Officer
SPKRBX Touring LLC

Date: 6/3/26

Date: 6/3/26



CITY OF SAN ANTONIO
ALAMODOME

EXHIBIT A

The Convention & Sports Facilities Department/Alamodome complies with federal and state laws and city ordinances regarding the lawful carrying and possessing of weapons within Department facilities.

Illegal weapons are **prohibited** at all times. Lawfully carried handguns (concealed or openly carried) are permitted, under most circumstances, in areas accessible to the public.

As a contracting client paying for the private use of facility and Event-related space, you may request, in your sole discretion, that handguns be excluded from all areas you have licensed for your Event.

If requesting the exclusion of all handguns at your Event, the following information below must be provided prior to the posting of required signage (Texas Penal Code Section 30.05). Licensee may request the placement of such signage during the period of the Event through a contracted 3rd Party and signage shall remain in place until the end of the fully executed term shown in this License Agreement, unless specifically requested to be removed.

AS A GOVERNMENT OWNED BUILDING, ALAMODOME STAFF IS NOT AUTHORIZED TO MAKE ANY DECISIONS ON WHETHER TO POST THE APPLICABLE SIGNAGE FOR ANY EVENT

I **do** request the exclusion of all handguns at the below Event and will be responsible for arranging for the placement of the appropriate Texas Penal Code Section 30.05 signage during the term of the contracted Event.

6/29/26 - 7/4/26

Applicable signage posting dates: _____


OR

I **do not** require the posting of Texas Penal Code Section 30.05 signage for my Event and understand that handguns may be brought into the Event.

Any questions from the public or attendees regarding the decision to post signage will be directed to the contact person listed below.

Event Name: YE
Event Client Name (Printed): SPKRBX TOURING LLC
Contact Person (If different from Client): Berto Solorio
Contact Phone: 630-550-9934 Email: Berto@spkrbx.com

By my signature below, I affirm that I am authorized to make this decision on behalf of all others involved in this Event and further understand that I am the only person that can rescind this request prior to its expiration. I acknowledge that this request is only in effect during the term of the contracted Event.

Signature of Client/Representative	Date	Printed Name of Client/Representative	Date
<u></u>	<u> 6/3/26 </u>	<u> Berto Solorio </u>	<u> 6/3/26 </u>

