

AUDIO-VISUAL & RIGGING SERVICES

REQUEST FOR PROPOSALS (“RFP”)

ISSUE DATE: June 23, 2017

DUE DATE: **11:00 a.m. on August 8, 2017** (“Submission Deadline”)

INSTRUCTIONS: Proposers must submit five (5) paper copies of their Proposal and one (1) electronic copy of their Proposal on a flash drive in a sealed envelope in person, via mail or courier. Please write the Proposer’s name, phone number and email address on the outside of the sealed envelope. Submittals received by email, fax or after the Submission Deadline will be rejected.

SUBMIT TO: Houston First Corporation, Attn: General Counsel, 701 Avenida de las Americas, Ste. 200, Houston, TX 77010.

CONTACT INFO: Questions concerning this RFP must be sent to bids@houstonfirst.com no later than **11:00 a.m. on July 27, 2017**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online at www.houstonfirst.com/Do-Business.

PURPOSE & OVERVIEW

Houston First Corporation (“HFC”) requests responsive proposals (“Proposals”) from highly-qualified providers capable of providing audio-visual and rigging services to licenses, exhibitors, subleases, and other users of its facilities (“Proposers”), as described herein.

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

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

RFP PACKETS

A complete copy of this RFP, including all forms, as well as the Agreement and its exhibits, is available on-line at www.houstonfirst.com/Do-Business.

PRE-PROPOSAL CONFERENCE-20-25-26-27

A pre-proposal conference will be held for the benefit of all prospective Proposers at **11:00 a.m. on July 25, 2017** in the **Meeting Room 372 AD** at the George R. Brown Convention Center, located at 1001 Avenida de las Americas, Houston, Texas 77010. Although attendance at the conference is not mandatory, all prospective Proposers are urged to be present.

LETTERS OF CLARIFICATION

Revisions incorporated into this RFP, if any, will be confirmed in a letter posted online no later than August 1, 2017 at www.houstonfirst.com/Do-Business ("Letter of Clarification"). When issued by HFC, Letters of Clarification become part of this RFP automatically and supersede any previous specifications or provisions in conflict therewith. By submitting a Proposal, Proposers shall be deemed to have received all Letters of Clarification and to have incorporated them into their Proposal. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of Proposers to monitor the foregoing link and ensure they receive any such Letters of Clarification.

ELIGIBILITY AND RESPONSE FORMAT

Although HFC prefers substance over form, to be considered responsive, Proposers should review the following criteria/information requests and respond, in order, to the best of their ability:

- a. **Transmittal Letter:** Include a brief cover letter signed by a person authorized to make representations on behalf of the Proposer, including his or her direct phone number and email address. Proposers **must** make a specific, clear, unambiguous statement agreeing to comply with the terms and conditions of the Audio-Visual Services Agreement provided below, or identify any objections/exceptions immediately following the letter (proposals including material exceptions will be rejected without further consideration).
- b. **Experience & Reputation:** Describe Proposer's experience in meeting the needs of its clients. Provide references, with current contact information, at convention centers, hotels, or other meeting facilities where Proposer has provided audio-visual and rigging services. Provide a list of major corporations and associations that use Proposer's services for their conventions, tradeshows, or events.
- c. **Service Innovations & Rates:** Identify any unique services or cutting-edge technological solutions Proposer offers to its clients. For comparative purposes, please submit sample pricing, preferably formatted as it would be received by an end-user, including, at a minimum, rental rates for projectors, monitors, screens, wired/wireless microphones, and hourly rigging rates.
- d. **Staffing Plan:** Identify the proposed Project Manager, assistant manager, and any other essential personnel who would be assigned to provide services for HFC (e.g., the show coordinator, sales representatives, and technicians); include a brief summary of their qualifications.
- e. **Value-Added Services (optional):** Proposers may detail any additional or unique services provided by Proposer, above and beyond the services sought within this RFP. Costs to HFC for such additional services – if any – must be defined clearly.
- f. **Diversity Commitment:** Note any diversity subcontractors Proposer reasonably expects would be used to meet or exceed the Diversity Commitment for this RFP.
- g. **Applicable Percentage:** Complete the Applicable Percentage Form provided at the end of the RFP. Do **not** alter the official form. Submission or attachment of company quotation forms or other documents containing alternative or conflicting terms is not acceptable. The Applicable Percentage Form must be the last page of the Proposal as submitted.

MANNER OF SELECTION

HFC intends to make a selection and enter into a contract with the best-qualified Proposer during based on merit and qualifications. The factors HFC will consider are: Experience & Reputation (30%); Service Innovation & Rates (25%); Staffing Plan (20%); Applicable Percentage (15%); Diversity Commitment (10%).

HFC reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select proposals in the manner and to the extent that they serve the best interests of HFC. This RFP does not commit HFC to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this RFP. HFC reserves the right to request oral interviews, Proposal clarifications/additional information, and/or best-and-final offers from some or all Proposers prior to making a final selection.

FORM OF AGREEMENT

By submitting a response to this RFP, Proposer agrees, upon notice of selection, to enter into a contract with HFC which shall include the Audio-Visual Services Agreement set forth below; the Scope of Services; and the completed Pricing Worksheet (collectively referred to as the "Agreement"). Preprinted or standard terms submitted by a Proposer shall not be included in the resulting Agreement.

RESTRICTIONS ON COMMUNICATIONS

From the date issued until the Submission Deadline, Proposers are directed not to communicate with HFC officers, directors or employees regarding any matter relating to this Proposal, other than through bids@houstonfirst.com and HFC representatives during the pre-submittal conference. HFC reserves the right to reject any Proposal due to violation of this provision.

COLLUSION

Proposers represent that the contents of their Proposals have not been communicated, directly or indirectly, to any potential Proposer and that their submissions are made in compliance with federal and state antitrust laws without previous understanding, agreement or connection with any competitor or other potential Proposer; this restriction is not, however, intended to preclude preliminary negotiations with diversity subcontractors.

CONFLICT OF INTEREST

Proposers are required to disclose affiliations or business relationship that might cause a conflict of interest with HFC. The disclosure form, if required, is available online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a Proposal, Proposers represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

DIVERSITY COMMITMENT

The Proposer selected will be required to use good faith efforts to award subcontracts to diversity participants certified by any of the identified certification agencies as defined in the HFC Diversity Program (available on-line at www.houstonfirst.com/Do-Business). The specific goal for this project is **20%** of purchases made by contractor for the performance of the Services under this Agreement (e.g., audio-visual equipment used at the GRBCC primarily or exclusively; furniture, computers and supplies used or consumed in the Premises). Proposers should note if they are certified as a diversity participant in their submittal; however, such certification shall **not** lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to diversity participants.

PUBLIC INFORMATION

HFC is subject to the Texas Public Information Act ("TPIA"). Information submitted by Proposers is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential/proprietary information appears must be labeled as such by Proposers clearly. Proposers will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their expense.

WITHDRAWAL OF PROPOSAL; ERRORS

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

AUDIO-VISUAL SERVICES AGREEMENT

This agreement for Audio-Visual Services (“Agreement”) is made by and between Houston First Corporation (“HFC”), a local government corporation created under Chapter 431 of the Texas Transportation Code, whose address is 701 Avenida de las Americas, Ste. 200, Houston, Texas 77010 and _____ (“Contractor”), whose address is _____. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1.0 Services

1.1 As used herein, the term “GRBCC” means the George R. Brown Convention Center, located at 1001 Avenida de las Americas, Houston, Texas 77010. The term “Facility” or “Facilities” means the George R. Brown Convention Center and any other building, facility, park, grounds, or other structure of any kind or description located within the limits of the City of Houston which is owned, leased, licensed, or otherwise controlled by HFC.

1.2 Contractor agrees to and shall offer and provide audio-visual and rigging services (the “Services”) at GRBCC (and other Facilities, as directed by HFC), in the manner and to the extent described in this Agreement, including the Scope of Services attached hereto as **Exhibit “A”** and made a part hereof by this reference.

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

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

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

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

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

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

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

1.10 Contractor represents and warrants that the Services shall be performed in compliance with applicable federal, state and local laws, statutes, ordinances, and lawful orders of public authorities. Without limiting the foregoing, Contractor

further represents and warrants that the Services shall be performed in accordance with applicable safety rules and regulations, including but not limited to OSHA standards and directives for setting-up and utilizing platforms, lifts, ladders, scaffolding, safety lines and belts, and operating other, similar equipment. Contractor shall ensure that its employees, agents, contractors and subcontractors use personal protective equipment, safety harnesses, fall protection equipment, and other equipment in the manner and to the extent required to perform the Services safely.

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

2.0 Premises

2.1 HFC hereby grants to Contractor and Contractor hereby accepts from HFC a license to use and occupy that portion of GRBCC depicted in the attached **Exhibit “B”** made a part hereof by this reference (the “Premises”). Such Premises shall be used by Contractor exclusively for the purposes of the provision of the Services, including storage of equipment; Contractor represents that equipment stored in the Premises shall be for the exclusive use for events at the Facilities.

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

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

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

2.5 At Contractor’s sole cost and expense, Contractor may construct or install non-removable fixtures or permanent improvements within Premises; provided, however, that all such fixtures and improvements shall have the prior written approval of HFC and shall in all respects conform to and comply with all applicable statutes and ordinances. Title to all non-removable fixtures and improvements shall vest in HFC upon the termination or expiration of this Agreement.

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

2.7 HFC may elect to relocate Contractor from the Premises to other space (the “Substitute License Area”) within the GRBCC or to another building located within a reasonable distance from the GRBCC that is owned, operated or controlled

by HFC, without the consent of Contractor, by giving Contractor at least 60 calendar days' prior notice. Such relocation notice shall specify the effective date of the relocation from the Premises Contractor is then occupying and the space to which Contractor is being relocated, and Contractor shall surrender the Premises Contractor is then occupying in accordance with the provisions of this Section on or before the stated effective date. In accomplishing such relocation, HFC and Contractor shall reasonably cooperate with one another, and consult with one another in good faith, so as to reduce or limit, insofar as reasonably practical, the effects of the necessary disturbance or disruption of the Services.

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

3.0 Payment and Term

3.1 As used in this Agreement, the term "Gross Receipts" shall mean the aggregate amount collected for the Services, but excluding applicable taxes (provided that Contractor shall use all reasonable commercial efforts to collect any amount owed for the Services). The term "Applicable Percentage" shall mean the following percentages of the Gross Receipts due and payable to HFC:

Service Categories	Applicable Percentage
Audio-Visual Equipment Rental & Services (including labor, set-up/prep and delivery)	[TBD]%
Rigging Services & Labor	[TBD]%

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

3.3 Any amount owed HFC remaining past due for a period of 30 calendar days or more shall bear interest at the lesser of 12% or the highest rate allowed by law from the date the payment was due.

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

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

3.6 The term of this Agreement shall begin on **September 15, 2017** and end on **September 14, 2020** ("Term"). HFC may, in its sole discretion, renew the Term for two (2) additional one-year terms (each a "Renewal Term" and collectively, "Renewal Terms") on the same terms and conditions as set forth herein. HFC may exercise such option by notifying Contractor in writing at least 30 calendar days' prior to the expiration of the Term or applicable Renewal Term. HFC may also extend the Term or any Renewal Term by up to an additional calendar 180 days, on the same terms and conditions as set forth herein, by notifying Contractor in writing of such extension.

4.0 Insurance and Performance Bond

4.1 With no intent to limit Contractor's liability under indemnification provisions herein, Contractor shall provide and maintain in full force and effect, for the duration of the Term and any Renewal Term, at least the following insurance and limits of liability:

a. Commercial General Liability	Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$2,000,000
b. Automobile Liability Insurance	\$1,000,000 combined single limit including Owned, Hired, and Non-Owned and Auto Coverage
c. Workers' Compensation	Statutory amounts for Workers' Compensation (Contractor is not allowed to self-insure Workers' Compensation)
d. Employer's Liability	Bodily Injury by accident \$1,000,000 (each accident); Bodily Injury by disease \$1,000,000 (policy limit); and Bodily Injury by disease \$1,000,000 (each employee)

4.2 Insurance may be in one or more policies of insurance, the form of which is subject to approval by HFC. It is agreed, however, that nothing HFC does or fails to do with regard to reviewing the foregoing insurance policies relieves Contractor from its duties to provide required coverage and HFC's actions or inactions will never be construed as waiving HFC's rights.

4.3 Each policy, except those for Workers' Compensation, must include an endorsement naming HFC and the City of Houston as additional insureds.

4.4 Each policy except must include an endorsement to the effect that issuer waives any claim or right in nature of subrogation to recover against HFC and the City of Houston.

4.5 The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or be an eligible non-admitted insurer in the State of Texas and have an A.M. Best rating of at least A- with a financial size category of Class VI or better.

4.6 Contractor shall furnish a performance bond for \$500,000.00, renewable each year of the Term, including any Renewal Terms, conditioned on Contractor's full and timely performance of the Agreement. The bond must be in a form approved by HFC's General Counsel and issued by a corporate surety authorized and admitted to write surety bonds in Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

5.0 Release and Indemnification

5.1 **CONTRACTOR AGREES TO AND SHALL RELEASE HFC AND THE CITY OF HOUSTON, THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY INDEMNITEES' CONCURRENT NEGLIGENCE AND/OR INDEMNITEES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY AND INCLUDING ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT.**

5.2 **CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC AND THE CITY OF HOUSTON, THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, CITATIONS, TICKETS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, FINE, LIABILITY, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO CONTRACTOR AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY,**

“CONTRACTOR’S”) ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; INDEMNITEES’ AND CONTRACTOR’S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND INDEMNITEES’ AND CONTRACTOR’S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL AND/OR EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION BROUGHT AGAINST INDEMNITEES BY CONTRACTOR’S PERSONNEL AND/OR GOVERNMENT AGENCIES ARISING FROM, RELATING TO, OR INVOLVING SERVICES OF CONTRACTOR’S PERSONNEL UNDER THIS AGREEMENT.

5.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY INDEMNITEES FOR THEIR SOLE NEGLIGENCE. CONTRACTOR SHALL REQUIRE ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO INDEMNITEES.

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

5.5 If HFC or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include a description of indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of indemnified loss.

5.6 This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

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

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

6.0 Force Majeure

6.1 Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by an occurrence of Force Majeure.

6.2 For purposes of this Agreement, the term “Force Majeure” shall mean fires, floods, hurricanes, tornadoes, explosions, war, terrorism, and the acts of a superior governmental or military authority. The term Force Majeure does not include strikes, slowdowns or other labor disputes; changes in general economic conditions, such as inflation, interest rates,

economic downturn, or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical.

6.3 Relief is not applicable unless the affected party uses due diligence to remove the Force Majeure as quickly as possible and provides the notice describing the actual delay or non-performance incurred within ten calendar days after the Force Majeure ceases. An occurrence of Force Majeure shall not extend the Term.

7.0 Diversity Commitment

Contractor shall make good faith efforts to award subcontracts equal to **20%** of purchases made by Contractor for the performance of the Services under this Agreement (including, by way of example, audio-visual equipment used at the GRBCC primarily or exclusively, furniture, computers and supplies used or consumed in the Premises) to certified, diverse suppliers of goods and services in accordance with the Diversity Program established by HFC, which is incorporated herein by this reference. Contractor shall, on a monthly basis or as directed by HFC, disclose the manner and extent it has made good faith efforts to achieve such goal and submit reports on forms provided by HFC.

8.0 Drug Testing and Background Checks

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

8.2 Contractor shall conduct national and local background checks on all employees performing Services under this Agreement on a routine basis. Such background checks shall include, subject to restrictions imposed under applicable law, a thorough criminal conviction history, including registered sex offender status; prior employment history, inclusive of reasons for dismissals, if any; and level of education achieved.

9.0 Termination

9.1 Either party may terminate this Agreement for cause if the other party defaults and fails to cure the default after receiving notice thereof. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party may, in addition to any other available right or remedy, deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination shall be ineffective. If, however, the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

9.2 HFC may terminate this Agreement for its convenience at any time by giving 30 calendar days' written notice to Contractor. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies. On receiving such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services hereunder and cancel all existing orders and subcontracts attributable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice to HFC showing in detail the Services performed under this Agreement up to the termination date. HFC shall then pay the amount due Contractor for Services actually performed, but not paid previously, in the same manner as prescribed herein.

9.3 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE BY HFC DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION FOR CONVENIENCE BY HFC.

10.0 Miscellaneous

10.1 Inspections and Audits. Upon reasonable notice, either party shall have the right to examine and review the other party's books, records and billing documents which are related to performance or payment under this Agreement. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations. If, as a result of such inspection and audit, it is established that additional fees are due HFC, Contractor shall, upon written notice from HFC, pay such additional fees plus interest at the highest rate allowed by law from the due date. This payment shall be made within 30 calendar days of such written notice. If the audit reveals a difference of more than five percent between Gross Receipts reported by Contractor and Gross Receipts as determined by the audit, then the cost of the audit shall be borne by Contractor.

10.2 Instruments of Service. Contractor shall grant and assign and hereby does grant and assign to HFC all rights, title, interest and full ownership worldwide in and to Instruments of Service developed, written or produced by Contractor under this Agreement. As used herein, the term "Instruments of Service" includes all representations, in any medium, of the tangible and intangible creative work performed by Consultant under this Agreement including, without limitation, CAD files, reports, studies, databases, conceptual designs, surveys, questionnaires, sketches, drawings, photographs, specifications, and other, similar documents and materials.

10.3 Notices. Notice to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt (or electronic return receipt) requested, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

10.4 Independent Contractors. HFC and Contractor agree that they do not intend to form, and this Agreement shall not be construed as creating, a partnership or joint venture under any circumstances. Neither party hereto shall have any authority, in any manner or to any extent, to bind the other party. Services provided under this Agreement are non-exclusive and may be supplemented or augmented by HFC at any time, without prior notice, in its sole and absolute discretion. With respect to each other, the parties shall be independent contractors for all purposes.

10.5 Venue and Laws. Contractor shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect performance by Contractor hereunder, and shall pay before delinquent any taxes and assessments levied, assessed, or charged by any lawful authority upon Contractor's proceeds under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Any litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

10.6 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance. The parties shall remain obligated to each other under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the Term

10.7 Assignment and Severability. Contractor shall not assign this Agreement in whole or in part without the prior written consent of HFC. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

10.8 Entire Agreement. This Agreement, including the exhibits, represents the entire, integrated agreement between HFC and Contractor and supersedes all prior negotiations, representations or agreements, written or oral. In the event of a conflict between the terms of this portion of the Agreement and the Scope of Services, this portion of the Agreement shall control. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

The parties hereto have caused this Agreement to be signed by their authorized representatives, to be effective for all purposes as of the date of signature by HFC ("Effective Date"):

[Signature block to be included in final Agreement]

EXHIBIT "A"
SCOPE OF SERVICES

Contractor agrees to and shall provide all labor, supervision, materials, equipment, tools, machinery, transportation, insurance, fuel, and other goods and services reasonable and necessary to provide first-class audio-visual and rigging services at the Facilities in accordance with this Scope of Services ("Services").

I. Services and Labor

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

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

1.3 In addition to the Project Manager, Contractor shall employ an operations manager, office assistant, three sales representatives, one show coordinator, and four technicians.

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

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

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

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

1.8 In addition to the minimum staffing requirements set forth herein, Contractor shall provide experienced technicians, operators, riggers, supervisors, and other workers in sufficient quantity as needed to provide the Services in a safe, professional and efficient manner.

1.9 Contractor shall ensure that qualified technicians and other personnel are on-site at the Facility at all material times during which Contractor's audio-visual equipment is or may be used, so as to remedy (or avoid) technical difficulties and promptly resolve known errors to the maximum extent practicable. Contractor shall, at its sole cost and expense, provide such personnel with radios compatible with frequencies used by HFC in sufficient quantity to ensure uninterrupted communication during such times.

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

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

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

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

1.14 HFC may elect to waive up to 10% of the Applicable Percentage for select national conventions, travel and meeting-industry events, major sports-related events, and other events expected to have a significant economic impact on the greater Houston Area, as determined by HFC in its sole discretion. In the event HFC makes such election, Contractor represents that it shall reduce its pricing to the designated GRBCC user by an amount equivalent to the HFC-elected reduction of the Applicable Percentage.

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

1.16 Contractor shall continuously monitor facility-affixed audio-visual systems and equipment at GRBCC and promptly report excessive wear or system failure to HFC.

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

II. Audio-Visual Services and Equipment

2.1 Contractor shall serve as the preferred, non-exclusive provider of audio-visual services at the Facilities. Additionally, at GRBCC, Contractor shall have the exclusive right, duty and obligation to patch into facility-affixed audio-visual systems and equipment, including public address systems.

2.2 Contractor shall procure and maintain, at its sole cost and expense, a commercially-reasonable inventory of state-of-the-art audio-visual and rigging equipment in sufficient quantity to service multiple, simultaneous events at GRBCC. Contractor shall store such equipment within the Premises or at a secure storage location, controlled by Contractor, located within 25 miles of GRBCC.

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

2.4 Contractor shall periodically acquire new audio-visual and rigging equipment to reflect technological advancements, increase sales and respond proactively to user demand.

2.5 Contractor shall label its audio-visual and rigging equipment in a durable manner so as to ensure clear identification of ownership.

2.6 Upon request from HFC, Contractor shall promptly provide a then-current list of all Contractor audio-visual and rigging equipment stored in the Premises.

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

III. Rigging Services

3.1 Contractor shall serve as the exclusive provider of rigging services at GRBCC in the manner and to the extent provided in this Agreement.

3.2 Contractor shall be responsible for the location and manner of attachment to rigging points in all areas of GRBCC; provided, however, that Contractor's placement of points shall within acceptable load tolerances identified by a licensed structural engineer approved by HFC.

3.3 At GRBCC, Contractor has the exclusive right to supply the cabling and related hardware required to connect points and shall supply the labor to wrap cables around the structural beams and connect equipment/objects to such cabling; provided, however, that Contractor shall not have the exclusive right to supply chain hoists or trusses used to connect to a point, nor shall Contractor have the exclusive right to assemble the equipment/objects suspended from such points.

3.4 Contractor shall develop a scaled computer aided design (CAD) file (or other mutually agreeable format) to identify where rigging may occur at GRBCC. Such file shall be made readily available for use as a template by users of GRBCC to plot the rigging plan for their respective events and may, at the discretion of HFC, be posted on one or more HFC websites.

3.5 Contractor shall review rigging plans submitted by GRBCC users and approve such plans, without unreasonable conditions or delay, to the extent they are within acceptable load tolerances identified by a licensed structural engineer approved by HFC.

3.6 Contractor shall have the right and obligation to refuse to connect a hoist, truss or other flown equipment/objects exceeding GRBCC specifications, or if Contractor deems any such equipment to be unsafe in its discretion.

3.7 Contractor shall require that flown equipment/objects at GRBCC be adjusted, moved or removed by Contractor exclusively.

3.8 Contractor shall not dead hang any equipment/object over one hundred pounds or ten feet in length at GRBCC without the use of a lift.

3.9 Contractor shall require that any articulating/moving equipment/object to be flown at GRBCC include an arrester device.

3.10 Scissor lifts and boom lifts used in the performance of the rigging Services at GRBCC shall be operated by Contractor exclusively. Contractor is responsible for inspecting, certifying and servicing scissor lifts and boom lifts used in the performance of its Services.

**EXHIBIT "B"
LICENSED PREMISES**

As depicted below, the Premises licensed to Contractor in accordance with the foregoing Agreement consists of the shaded areas labelled "A / V":

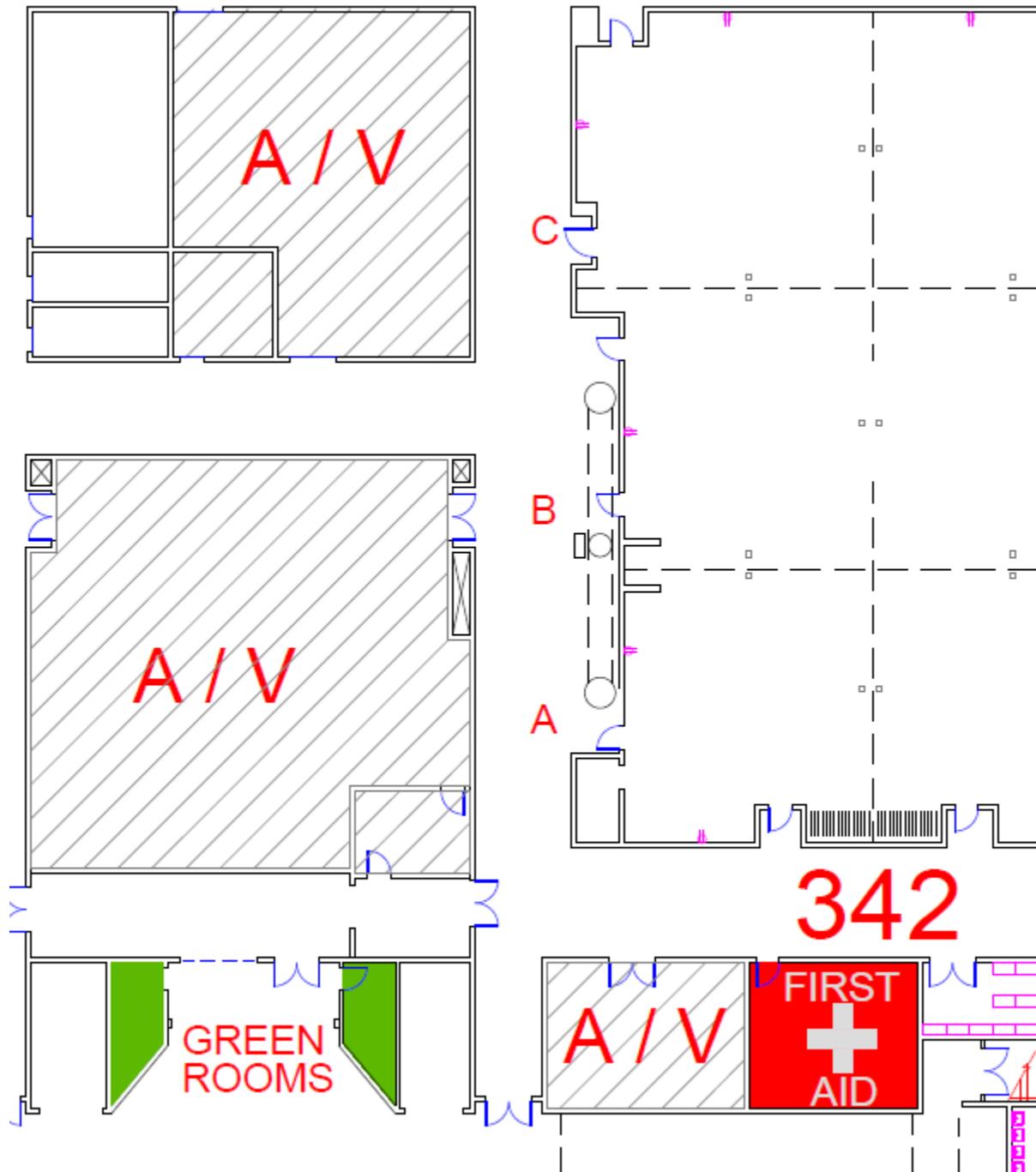


EXHIBIT "C"
OFFICE SPACE
RULES AND REGULATIONS

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

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

15. Contractor shall not store any hazardous materials, including biohazards, in the Premises. Contractor shall not store gasoline, propane, kerosene, or other flammable or combustible fluids in the Premises.
16. Contractor agrees to pay HFC a reasonable charge for any keys Contractor may need to access the Premises and shall be liable for the cost of re-keying appropriate locks in the event any such key is lost or stolen.
17. Contractor's personnel shall enter and exit GRBCC through access locations approved by HFC, except during an emergency.
18. HFC shall have the right, excusable without notice and without liability to any Contractor, to change the name or street address of GRBCC or any portion thereof.
19. Smoking is prohibited inside the Premises and GRBCC and within 15 feet of any entry/exit door. Contractor shall comply with all City of Houston workplace smoking ordinances and regulations, as may be amended from time to time.
20. Contractor shall not request HFC's employees to perform any work or do anything outside of their regular duties with HFC's prior written consent.
21. Contractor shall comply with such restrictions and regulations concerning the use of parking facilities serving GRBCC and Premises as HFC may impose from time to time.
22. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provision of any lease, sublease, or license to use and occupy any portion of GRBCC.

AUDIO-VISUAL & RIGGING SERVICES REQUEST FOR PROPOSALS

Applicable Percentage Form

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

Service Categories	Applicable Percentage
Audio-Visual Equipment Rental & Services (including labor, set-up/prep and delivery)	%
Rigging Services & Labor	%

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

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

Respectfully submitted on behalf of _____ "Proposer"
By:

Signature: _____

Printed Name: _____

Title: _____