

EXHIBIT A
TERMS AND CONDITIONS FOR RIVERFRONT PARK – PUBLIC AND PRIVATE EVENTS

This statement of Terms and Conditions relates to the non-exclusive revocable license to use specific area(s) and facilities ("Premises") of Riverfront Park located at 507 North Howard Street, Spokane, Washington 99201, for the subject event between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as "The City," and the party identified on the associated Riverfront Park Use Agreement or Group Reservation Contract, hereinafter referred to as "Licensee." To the extent terms vary or are in conflict between this document and the Riverfront Park Use Agreement or contract, if applicable, the terms of the Riverfront Park Use Agreement or contract shall govern.

EVENTS IN RIVERFRONT PARK

These Terms and Conditions apply to all special uses which are staged within the boundaries of Riverfront Park, or have impact upon its property and/or facilities. It is the sole responsibility of Licensee to ensure participants have knowledge of and are in compliance with the following Terms and Conditions.

LAWS, RULES, & REGULATIONS

Licensee may use the Premises during such times and for the purposes set forth in the associated Use Agreement or Group Reservation Contract and at no other time and for no other purpose without the City's prior written consent. Licensee shall comply with all Laws applicable to Licensee, the Premises, this License Agreement and Licensee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "Laws" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Licensee, the Premises, this License Agreement, and/or Licensee's obligations under this License Agreement. If any governmental license or permit is required or

desirable for the proper and lawful conduct of Licensee's activities in or on the Premises, or if the failure to secure such a license or permit might in any way affect the City, then Licensee, at Licensee's sole cost and expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by the City. Licensee, at Licensee's sole cost and expense, shall at all times comply with the requirements of each such license or permit.

CONDITION OF PREMISES

Licensee has inspected the Premises, accepts its condition and agrees that there are no repairs, changes, or modifications to be made to the Premises by the City to accommodate Licensee's intended use of the Premises. Licensee accepts the Premises "as is," subject to all existing liens, encumbrances and other matters of record and all zoning and building regulations which affect the Premises. Licensee acknowledges that the City its agents, officers or employees have not made any representations or warranty with respect to the Premises or the suitability for Licensee's intended use and that no representations or warranty have been made as to the state of construction or repair of the Premises.

SITE PLAN

Depending on the nature of the event, a site plan may be required. If an activity interferes with normal park operations or requires special arrangements, including, but not limited to additional power, potable water, fencing, vendor information booths, tents, canopies, stages, air inflated balloon or characters, first-aid stations, lost & found areas, portable rest rooms, vehicles on site, temporary concession booths, beverage gardens and/or temporary reduction of irrigation park grounds, or additional on-site signs or banners, a site plan will be required. All canopies, tents, inflatables and other similar structures MUST be secured by weights. NO STAKES ALLOWED. A site plan must show the

locations of all elements of the activity. This plan may need the approval of other city and county departments and/or agencies. The City always retains the right to alter site plans if, in the opinion of park management, certain grounds/facility conditions cannot support the special use as planned or if the set up interferes with normal park operations.

RUNS, WALK, & RACES

The City reserves the right to change the routes of runs/walks/races if, at the discretion of the City, the route interferes with normal park operations, raises public safety concerns or the turf conditions cannot support the event. Participants must stay on pathways in the park. The City encourages the use of cones, free standing signage, and volunteers to make sure participants stay on course. Signs are not allowed to be nailed, stapled, or bungee corded to trees, buildings, light poles, or road signs, and/or stakes driven into the ground, and/or the marking of any pavement or hard surface. Any marking used to designate the route must be removed at the conclusion of the event.

VEHICLES IN THE PARK

Private vehicles are not allowed in Riverfront Park without a valid vehicle permit. Vehicle permits may be obtained by contacting your event manager. All vehicles related to an event must have a vehicle permit displayed in the front window when on park property. There is a fee for vehicle permits. Proof of insurance may be requested before vehicle permits are issued. Vehicles may not remain on Riverfront Park grounds during an event unless stated on an approved facility use agreement and vehicle permit. To remain on site a vehicle must: 1) have a vehicle permit in front window; 2) be shown on the site plan; and 3) must not interfere with normal park operations. A \$25.00 fee will be issued to vehicles found on park grounds without proper vehicle permits or if the vehicle is located in an unauthorized location. Vehicles may also be impounded at the owner's expense. All damages to park grounds or facilities that have

been caused by vehicles will be billed directly to Licensee.

INSURANCE REQUIREMENTS

For public events and private events with over 200 attendees, a Certificate of Insurance (COI) will be required before a final permit is approved. The Licensee is required to provide a COI which shows \$1 million in worker's compensation, general liability insurance, and automobile insurance and a policy endorsement which names the City of Spokane (808 W. Spokane Falls Blvd., Spokane, WA 99201) as additional insured. A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;

B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Agreement; and C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish an acceptable Certificate of Insurance (COI) to the City at the time the Consultant returns the signed Agreement.

FOOD & BEVERAGE EXCLUSIVITY

Lancer Hospitality is our exclusive service provide for all concessions, catering, and alcohol services within the US Pavilion, Loeff Carrousel,

Numerica Skate Ribbon, and all catering in Riverfront Park private outdoor rental spaces.

BEVERAGE SALES

Riverfront Park “The City” and Lancer Hospitality has the exclusive concessions on all non-alcoholic beverages in Riverfront Park. No non-alcoholic beverages, not supplied by “The City” or Lancer Hospitality shall be sold or sampled without special permission by Park Director.

ALCOHOL POLICY

Lancer Food & Beverage is the exclusive service provider of alcohol within Riverfront Spokane indoor facilities; Loeff Carrousel, Numerica Skate Ribbon, and U.S. Pavilion.

The consumption of alcoholic beverages is not permitted in Riverfront Park outdoor spaces unless the licensee is granted a proper permit through the Washington State Liquor and Cannabis Board (WSLCB). Once the licensee gets a WSLCB permit, the licensee must work with the Park Director and Park Rangers to assure a safe event.

TOBACCO-FREE PARK ZONES POLICY

In September 2009, the Spokane Parks and Recreation Board established a Tobacco-Free Zones policy for Spokane Parks and Recreation Areas and Facilities. This policy requires that tobacco-free zones be established at large public events conducted in Parks and Recreation areas and/or facilities. Rules of procedure include, but are not limited to the following: 1) tobacco-free zones areas are established where children recreate such as playgrounds, swimming pools, splash pads, picnic shelters, park restrooms, skate parks, formal gardens, etc.; 2) a current list of community events where tobacco use will be restricted is available through the Riverfront Park Special Events coordinator (other events may be added as appropriate); 3) the Spokane Parks and Recreation Department will provide and install standardized tobacco-free one signs when required; 4) temporary event signage will be the responsibility of the event licensee; 5) the promotion of tobacco based products is

prohibited at all park properties and events conducted on park property; 6) each and every request for an event permit will require a review of the Tobacco policy with the user group; and 7) enforcement of this policy will be self-directed and by peer pressure influence. Voluntary compliance will be encouraged through signage, educational material and public information releases. The entire Tobacco-Free Zone Policy is available through the Riverfront Park events office.

GARBAGE, WASTE WATER, & GARABGE DISPOSAL

Site plans must include plans for the disposal of excess garbage or other waste directly related to the event. Storm drains, man holes, restrooms, grass/shrubbery or the river are not to be used for this disposal. Proper disposal methods will be strictly enforced. Licensee will be charged for disposal of waste or any damage which occurs as a result of improper disposal.

PERSONNEL & EQUIPMENT

Depending on the nature of the event, extra services, including security personnel or additional equipment may be required. The cost will be paid by the licensee. All extra services must be requested no later than 21 working days prior to the event. If available, extra services/equipment requested less than 10 days prior to the event will be charged at twice the regular rate.

RESTROOMS

While many areas of Riverfront Park are equipped with restroom facilities, these may not be adequate for large events. The County Health Department advises to have one (1) portable restroom for every 250 people. The number and location of portable restrooms will be determined by the Park’s Event Manager. Five percent (5%) of all portable rest rooms must be ADA approved. Licensee is solely responsible for the expense of portable restroom(s).

MUSIC/PUBLIC ADDRESS SYSTEMS/NOISE ORDINANCE

P.A. systems cannot be used after 10:00 p.m. unless a variance has been granted by the City of Spokane Code Enforcement office. The City retains the right to control the P.A. volume. When music or a public address system is necessary for a special use activity, manager approval is necessary and the licensee is responsible to: 1) get proper approval from the Park and City of Spokane Code Enforcement office; 2) use professional audio / stage technicians; 3) adhere to "start/end" times; 4) ensure the use of approved staging; 5) provide all extra services and equipment as necessary; and 6) inappropriate language or actions may result in the privilege being revoked.

PUBLIC ACCESS/GREEN SPACE

It is the desire of the City to maintain free public access to Riverfront Park facilities and grounds. However, under certain circumstances, restricting public access to park facilities and areas may be allowed. It is the licensee's responsibility to provide appropriate signs directing the public to alternate pathways away from any limited access areas. Spokane Parks and Recreation Department desires to maintain all city parks as open green spaces. To accomplish this, Riverfront Park may have limited scheduling to allow time for re-seeding, watering and growing time. Scheduling shall reflect a policy to minimize impact and maximize renovation and growing time.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Licensee agrees to comply

with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Licensee.

DAMAGES

Licensee shall not cause or permit anything to be done to injure, mark, or in any manner deface the Premises or any equipment located on the Premises. Licensee shall keep the Premises and facilities clean and safe from damage. In the event of damage to the Premises or equipment, the Licensee shall pay to the City, on demand, the sums needed to fully restore the Premises or equipment, or repair the damage. The damage shall include crowd damage as a result of failure to maintain order, and / or failure to have a sufficient security force in place necessary to maintain order.

AGREEMENT SUSPENDED

In the event of impossibility or impracticality of the event/activity because the Premises or any part is destroyed or damaged or rendered unfit for occupancy or in case of emergency or strike, this Agreement shall at the option of the City be suspended and the City shall return to the Licensee any advance payment without further liability or obligation. The Licensee waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

APPEALS

All restrictions, conditions and fees, or the denial of a permit may be appealed to the Riverfront Park Director or designee. Appeals must be at least thirty (30) days in advance of the activity and must be in writing. The name, address and phone number of the applicant; name of the activity, a description of the proposed activity, date of the requested usage and the nature of the appeal must all be on the appeal request. Your park representative will make every attempt to be in contact with you within 10 working days with the results of the appeals process.

INDEMNIFICATION

Licensee shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from Licensee's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require Licensee to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of Licensee's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of Licensee, its agents or employees. Licensee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by Licensee's own employees against the City and, solely for the purpose of this indemnification and defense, Licensee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Licensee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

CONTRACT DOCUMENTS

This statement of Terms and Conditions and the Licensee's associated Use Agreement or Group Reservation Contract comprise the complete understanding between the parties.