

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 94-2

Authorizing a request to solicit proposals for exclusive development of a summer concert series at Civic Stadium.


The Metropolitan Exposition-Recreation Commission finds:


1. That seeking and securing summer concert business has become highly competitive in the Portland area market;
2. Facility marketing resources are limited due to budget constraints;
3. That it is necessary to engage the services of a competent and qualified individual or firm to develop and market a summer concert series for Civic Stadium;
4. That the Commission has the authority to solicit such request for proposals for needed special services;

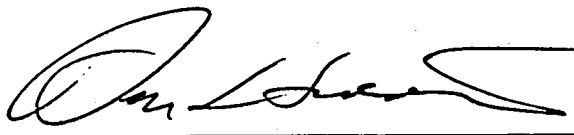
BE IT THEREFORE RESOLVED that the Commission approves a request for proposals for exclusive development of a summer concert series for Civic Stadium.

Passed by the Commission on January 12, 1994.

APPROVED AS TO FORM:
Daniel B. Cooper, General Counsel

By: 
Mark B. Williams, Sr. Assistant Counsel


Chairman


Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: RFP for Exclusive Development of a Summer Concert Series at Civic Stadium

Resolution No. 94-2

Date: January 12, 1994

Presented by: Candy Cavanagh

Background and Analysis: Civic Stadium has recently lost its anchor tenant, the Portland Beavers, an AAA baseball club and although seeking another AAA baseball team, will be without baseball for at least the summer of 1994. Concert business has proven to be financially lucrative for Civic Stadium in the past but competition for the touring summer concert business has grown significantly in the last year with business being drawn away to other outdoor venues offering to share or give up revenue streams to the concert promoters. Staff feels it will be in MERC's best interest to enter into an exclusive concert promotion arrangement developing a partnership with a proven, competent and qualified concert promoter who possesses the industry contacts and the financial resources to bring business to Civic Stadium.

Fiscal Impact: It is anticipated revenue streams retained by the facility will now be shared between MERC and the promoter as part of the terms of the exclusive contract we would enter into with the successful proposer. Acts would vary in their ability to draw patrons to Civic Stadium so revenues would fluctuate by event appeal. Staff estimates that MERC revenue would range from a low of \$5,000 to a high of \$25,000. Staff anticipates four to six concerts over the summer season.

Discussion With Commission Liaison and/or User Groups: Liaison Commissioner's Middleton and Foster have been asked to sit on the RFP Review Committee along with Stadium Manager, Candy Cavanagh and OCC Director, Jeff Blosser.

Recommendation: Staff recommends approval of the RFP for the exclusive development for a Summer Concert Series at Civic Stadium with the anticipation of returning with the Review Committee recommendation to award the contract to the successful proposer at the February Commission meeting. Time is of the essence as the summer concert tours are being formulated now.

REQUEST FOR PROPOSALS

EXCLUSIVE DEVELOPMENT FOR A SUMMER CONCERT

SERIES AT CIVIC STADIUM

PORTLAND, OREGON

Civic Stadium
1884 SW Morrison Street
Portland, Oregon 97205

REQUEST FOR PROPOSALS

EXCLUSIVE DEVELOPMENT FOR A SUMMER CONCERT SERIES AT CIVIC STADIUM, PORTLAND, OREGON

I. GENERAL INFORMATION

A. PURPOSE AND GENERAL SCOPE

The Metropolitan Exposition Recreation Commission (hereinafter referred to as "MERC") acting by and through Civic Stadium (hereinafter referred to as "Stadium") solicits through this Request for Proposals (hereinafter referred to as "RFP"), proposals from interested and qualified proposers for the exclusive right to produce a commercial concert series, as defined in subsection I.C.6, specifically within Civic Stadium, all subject to the limitations set forth herein.

Civic Stadium is operated by the Metropolitan Exposition Recreation Commission. It is an urban, outdoor stadium in a neighborhood of mixed business and residential.

B. TERM

The term of the agreement sought by MERC through this RFP would be for one year and would provide MERC with two one year options, commencing on or about February 15, 1994.

C. DEFINITIONS

For the purpose of this RFP and any agreement that may result from the selection of a proposer to provide the desired services contemplated herein, the following terms have the defined meanings except where, from the context, a different meaning clearly appears necessary and appropriate. The singular includes the plural and vice versa.

1. Apparently successful proposer: The proposer determined, through the evaluation process contemplated in this RFP, to offer the most beneficial arrangement to MERC with respect to the rights and interests described herein. This term may be used interchangeably with "successful proposer."

2. Civic Stadium: A multi-purpose outdoor stadium located between SW 18th and 20th streets and SW Morrison, Portland, Oregon. The Stadium contains 20,843 grandstand seats, 2,307 bleacher seats and can be set with several thousand more seats upon the playing field depending upon the orientation of the staging.

3. MERC: The Metropolitan Exposition-Recreation Commission, or where relevant, its designees.

4. Promoter: The person or organization contracted by MERC to exclusively present public commercial performances at Civic Stadium during the summer season of 1994 with MERC options on the summers of 1995 and 1996.

5. Manager: The Stadium Manager

6. Commercial Performances: For the purpose of this RFP, commercial performances shall be defined to include, but not limited to, the following types of entertainment:

- (a) Adult contemporary musical concerts
- (b) Country-western concerts
- (c) Jazz/Big Band concerts
- (d) Symphonic and classical music presentations
- (e) Live comedy
- (f) Family entertainment
- (g) Stage plays
- (h) Other musical productions
- (i) Commercial performances deemed appropriate by the Stadium Manager

The Stadium Manager shall have the discretion to exclude events which may be inappropriate for this setting.

7. Exclusivity: The exclusivity currently contemplated by MERC shall not extend to special events produced by other tenants of the facility including, but not limited to, college and professional sports and local fund-raisers. However, Facility Manager will make every attempt to facilitate the co-promotion of non-exclusive events between current tenants and successful proposer.

8. Contract Form: The standard event rental License Agreement, Attachment A, shall be used for each commercial performance presented. Any proposer who wishes to vary from the terms of Attachment A must so indicate in writing in its proposal; failure to do so constitutes agreement with the terms of Attachment A. Requests for variations in Attachment A by an apparently successful promoter will not be considered unless such requests appeared in the proposal. In addition, the apparently successful proposer shall be required to enter into a written agreement with MERC for the commercial concert series as a whole, in a form acceptable to MERC and its attorneys. In the event that the successful proposer and MERC are unable to agree on contractual language, MERC reserves the right to reject the proposal, and, at MERC's sole option and discretion, re-issue a Request for Proposals regarding the subject matter hereof, or negotiate with other providers for the desired services, or decline to enter into any agreement for a commercial series.

9. Special Events Guidelines: neighborhood guidelines developed and adopted by the Goose Hollow Neighborhood Association to be implemented by Stadium staff, Attachment B. Such guidelines may be subject to change.

D. THE OPPORTUNITY

Civic Stadium is located downtown in Portland, Oregon, a city with an urban population base of 1.2 million. It is easily accessible from major arterials and will be city's major southwest urban stop on the westside light rail project upon that project's completion.

Although without on-site parking, there are over 4,000 street and small lot parking spaces within walking distance. (MERC cannot, however, and does not, guarantee that such parking spaces shall remain available throughout the length of the agreement). Stadium staff has coordinated bus/parking shuttling on a number of occasions when crowds have been large. Recently equipped with an on-site portable stage system, not including canopy, towers or rigging apparatus. It is assumed the successful proposer shall be responsible for all production need equipment and apparatus exclusive of the stage decking which shall be supplied by the facility for a fee of one thousand dollars (\$ 1,000.00).

It is advised that proposers familiarize themselves with the physical facility and all conditions therein via the site visit.

E. GENERAL PRODUCING GUIDELINES

1. Promoter shall adhere to facility rules and regulations, terms and conditions, insurance and indemnity requirements as stated in the contract form, the standard event license included in this RFP as Attachment A.

2. All events must conform to the SPECIAL EVENT GUIDELINES developed by Stadium staff and the surrounding neighborhood association. A copy of these guidelines is included in this RFP as Attachment B. Decibel levels shall not exceed currently approved 80

d.b.s at receiving properties as defined by the City of Portland Noise Review Board variance granted covering July 1, 1993 through September 30, 1994, or other levels as approved on a case by case basis.

Civic Stadium Manager shall seek a similar variance for the 1995 and 1996 seasons at the appropriate date. No guarantee is made that the variance will be granted.

3. The Stadium astroturf must be protected from any possible damage.

4. MERC will have the responsibility to clean and service the facility. Excessive garbage will be billed at prevailing rates. The Stadium Manager shall determine if garbage is excessive.

5. The promoter will be required to use MERC staffing for on-site ticket sales, gate attendant and door guards, ushering staff, security and medical. Additionally, the promoter shall honor MERC contracts, including but not limited to IATSE Local 28 contract for stagehand labor and MERC's contract with the peer security group and its caterer/concessionaire in effect at the time of each respective concert. For advance computerized ticket sales, MERC currently holds contracts with two authorized ticket agencies, Oregon Ticket Company/Fastixx and TicketMaster Oregon. Either, but not both, may be selected on a concert by concert basis.

6. MERC shall retain complete control of booking calendar for all events held at the Stadium and shall have the final approval of all events to be promoted at the Stadium.

F. SCHEDULE FOR PROPOSAL SUBMISSION AND CONSIDERATION

Publication of RFP: January 14, 1994

Pre-proposal Conference: January 20 or 21, 1994.
To be scheduled with RFP Coordinator.

Proposal Submission Deadline: January 28, 1994, 5:00 pm PST

Proposal Review Process Begins: January 31, 1994

Selection of Successful proposer contingent upon final interview if deemed necessary: February 2, 1994

Announcement of Apparently Successful Proposer: February 3, 1994

Approval of Apparently Successful Proposer:
February 9, 1994 at MERC monthly meeting.

These dates are all subject to revision as determined necessary by the RFP Coordinator; any change in this schedule will result in greater time being allowed for the completion of the designated task.

II. SUBMISSION OF PROPOSALS

A. TIME OF DELIVERY

Proposals must be received at the Civic Stadium Manager's office (the RFP Coordinator) no later than 5:00 pm PST, Friday, January 28, 1994. Proposers are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of proposals. Proposals received after the deadline will be returned unopened.

B. FORMAT

An original plus five (5) copies of each proposal, in its entirety, must be submitted. Completed proposals shall be enclosed in an envelope on which the proposer's return address clearly appears in the upper left corner, and the words "Civic Stadium Concert Series Proposal" clearly appears in the opposite corner.

C. CONTENTS

Proposals should be in the form of the following outline and must include information described below.

1. Promoter Qualifications and Historical Performance

This section must identify the promoter and provide sufficient information to answer the following:

(a) Performance Venues

What is your experience in producing commercial performances within an amphitheater setting in an urban neighborhood?

What is the general experience you have in producing commercial performances?

Describe any other public sector contracts you have entered into to provide commercial performances in public venues?

With regard to the above three questions, please provide a list of related venues, a contact name and phone number at each venue, their size, the list of artists whose shows you promoted and that performed in these venues over the past three years, including attendance at each performance.

(b) Conflict of Interest: Please state any existing exclusive contractual arrangements with other venues within a one-hundred mile radius which you are responsible for the booking of concert and entertainment events.

(c) Financial Statement and Stability

Demonstrate your ability to finance the acquisition of talent and the production of promotional and advertising programs normal to such an enterprise.

(NOTE: The apparently successful proposer must be prepared to present current financial statement upon request from MERC.)

(d) Marketing Plan

Please describe how you would approach building and developing and entertainment series at Civic Stadium.

2. Promoter Identification

This section must identify the promoter and provide a brief description of the proposer's organization and history including but not limited to the proposer's name, form of business organization, jurisdiction in which it is legally organized, number of employees, number of concerts done last year, and name, title and address of contact person, if one is to be provided.

Similar information must be provided about any parent organization as well as any local office or subsidiary that the proposer intends to use as the direct service provider and contact for MERC business purposes, if applicable.

3. References

Please provide MERC with three business references:

Firm Name
Business Address
Name of Contact and Position or Title
Telephone Number of Contact

4. Administrative Requirements

Include the Non-Collusion Affidavit referenced as Exhibit 1 and the Proposal Certificate as Exhibit 2.

5. Promoter's Substantive Offer

The promoter is provided whatever latitude it may require in responding to this section. Obviously, it is MERC's goal to generate new revenues from its existing asset, Civic Stadium. With this in mind, examples of offers could include specific percentages of the sharing of revenues pertaining to ticket sales, net food concession revenues and merchandise. It could include minimum and/or maximum lump sum payments. A guarantee or a minimum number of concerts per summer season is suggested.

There are two stipulations MERC requires. The first is all revenue generated from facility User Fees shall be retained by Civic Stadium. Secondly, Civic Stadium's various display advertising shall remain unobstructed during event performances unless a signage sponsor's product is in direct competition with the event's national sponsorship, in which case, that competing signage shall be masked and the cost added to settlement as a line item cost.

III. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION CRITERIA

Qualifications and Historical
Performance of Promoter: 30%

Substantive Financial Offer
Paid to MERC: 50%

Marketing Plan for building
concert Promotion:

20%

B. EVALUATION PROCESS

Proposals will be evaluated as follows:

Step 1: Proposals will be reviewed by the RFP Coordinator for compliance with the base requirements set forth in this RFP. Proposals that comply will continue into Step 2.

Step 2: Each proposal meeting the base requirements will be evaluated and scored by the Evaluation Committee using the criteria based upon the evaluation methodology described in this section. The Evaluation Committee will be comprised of the RFP Coordinator, the Director of the Oregon Convention Center and members of the Metropolitan Exposition Recreation Commission. The Committee may also employ expert consultants to assist in the evaluation. The Committee will identify the "finalist" proposer(s).

Step 3: Each identified "finalist" proposer will be given the opportunity to make a presentation about its proposal, if deemed necessary. A mutually acceptable time, place and date will be arranged for the presentation.

Step 4: Upon completion of proposer presentations, the Evaluation Committee will re-score the proposals and select the apparently successful proposer.

IV. ADMINISTRATIVE MATTERS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference for interested proposers will be held in the viewing room at Civic Stadium at a date and time subject to mutual agreement, but in no case after January 21, 1994. The purpose of this conference is to provide clarifications and to entertain and answer questions about this RFP.

Specific proposer questions concerning this RFP should be submitted, in writing, to the RFP Coordinator prior to the pre-proposal conference so that clarifications can be made at the conference. Additional questions, written or oral, also will be entertained at the conference, but responses to such later questions may be deferred and provided at a later time.

B. RFP REVISIONS

MERC may change this RFP as a result of questions discussed at the pre-proposal conference or submitted by any proposer. Any addendums or revisions to the RFP will be issued by the RFP Coordinator to all entities that have received a copy of this RFP directly from MERC or that specifically request such information. Such requests must be received no less than five working days before the RFP submission deadline. The RFP Coordinator will respond to such requests no later than two working days prior to the submission deadline.

C. PERIOD OF VALIDITY OF PROPOSALS

Each proposer must certify that its proposal will remain in effect for ninety (90) days after the Proposal Submission Deadline. MERC may request an extension beyond that ninety (90) day period. The proposer's certification for this purpose is contained in Exhibit 2 - Proposal Certification.

D. RFP COORDINATOR

Upon release of this RFP, all communication concerning this RFP must be directed exclusively to the following RFP Coordinator:

Candy Cavanagh, Facility Manager
Civic Stadium
1844 SW Morrison Street
Portland, Oregon 97205
Telephone (503) 248-4345
Fax (503) 221-3983

Unless authorized by MERC or the RFP Coordinator, no other MERC official or employee is authorized to speak for MERC with respect to this RFP. Proposers who seek to obtain information, clarification or interpretation from any other MERC official or employee do so at their own risk, and MERC shall not be bound by any representation made by such other person. Any attempt by a proposer to bypass the RFP Coordinator in seeking information, clarification or interpretation regarding this RFP may, at MERC's sole option and discretion, result in the disqualification of the proposer from further consideration.

E. TRADE SECRETS IN PROPOSAL

MERC will attempt to protect legitimate trade secrets of any proposer, to the extent MERC determines that such protection is permitted by Oregon law. Any trade secrets contained in the proposal must be clearly designated as such and should be separately bound and labeled with the words, "Trade Secrets." Appropriate references to this separately bound information must be made in the body of the proposal. Any materials that are not marked as "Trade Secrets" shall not be treated as such.

Marking the entire proposal as "Trade Secret" will result in the proposal being returned to the proposer unread and unevaluated.

Proposers should be aware that, with certain exceptions, MERC is required by law to make its records generally available for public inspection and copying. MERC will attempt to protect legitimate trade secrets of any proposer, to the extent MERC determines that such protection is permitted by Oregon law. However, by submission of materials marked as "Trade Secrets", the proposer acknowledges and agrees that MERC will have no obligation or liability to the proposer in the event that MERC determines that it is required, or is required by a court or officer of competent jurisdiction, to disclose materials.

F. COSTS OF PREPARING PROPOSALS

MERC will not be liable, nor shall MERC reimburse any proposer, for any costs incurred by a proposer in the preparation and presentation of any proposal submitted in response to this RFP.

G. ERRORS IN PROPOSALS

Proposers are responsible for errors and omissions in their proposals, and any such errors or omissions will not serve to diminish their obligations to MERC.

H. PROTESTS

Proposers who wish to protest MERC's announcement of an apparently successful proposer must file a written protest with the RFP Coordinator within three (3) working days after the MERC's announcement of the selection. The protest must include a detailed and complete statement of each and every basis for the protest.

Protesting proposers must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of the RFP to resolve the basis or bases of their protest during the selection process, including asking questions, seeking clarifications, requesting amendments and otherwise alerting MERC to perceived problems so that corrective actions could be taken prior to the selection of the apparently successful proposer. MERC will not consider any protest based on items which could have been or should have been raised prior to the last date available for a pre-proposal conference.

The filing of a protest shall not prevent MERC from initiating, pursuing or completing contract negotiations and executing a contract with any other proposer contingent upon the affirmative action taken by the Commission at their February 9, 1994 monthly meeting.

I. NON-COLLUSION & CONFLICTS

Proposers must submit the non-collusion affidavit, signed and notarized, provided in Exhibit 1. In addition, proposers must disclose, in written communication addressed to the RFP Coordinator, any known conflicts of interest or relationships with the Metropolitan Exposition Recreation Commission or other officials or employees.

J. MULTIPLE PROPOSALS

Proposers may submit more than one proposal in response to this RFP. However, each proposal must be a separate, complete package which can be considered independent of any other proposal from the same proposer.

K. WAIVER OF IMMATERIAL DEFECTS & IRREGULARITIES

MERC reserves the right to reject any or all proposals, at any time, with no penalty and to waive immaterial defects and minor irregularities in proposals.

L. PROPOSAL DISPOSITION

All materials submitted in response to this RFP, except for materials determined by MERC to be Trade Secrets as defined by Oregon Law, shall become the property of MERC upon delivery to the RFP Coordinator. Trade Secrets submitted with a proposal shall be returned to the proposer only if the proposer provides a postage prepaid, self-addressed envelope for that purpose.

M. INCORPORATION OF RFP AND PROPOSAL IN CONTRACT

This RFP and the proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding on the proposer and incorporated by reference in MERC's contract with the proposer, as desired by MERC.

N. CERTIFICATION OF PROPOSALS

The submission of a proposal shall indicate the intention of the proposer to adhere to the provisions described in this RFP. The proposal certification (Exhibit 2) must be signed by a person authorized to bind the proposer. MERC may require proof from the proposer that the person or persons who have signed are, in fact, authorized to make such commitments.

O. WITHDRAWAL OF PROPOSALS

Any proposer may withdraw its proposal, either in person or in writing, provided that such request is received by the RFP Coordinator prior to the scheduled closing time for filing proposals.

P. EQUAL EMPLOYMENT OPPORTUNITY

The individual or firm ultimately selected for this contract will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation or national origin. The individual or firm will take affirmative action to assure that applicants are hired, and that employees are treated, without regard to race, color, religion, gender, sexual orientation or national origin. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Q. COMPLIANCE WITH MBE/WBE PROGRAM REQUIREMENTS

MERC has made a strong commitment to provide maximum opportunities to State of Oregon certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in contracting activities. In the procurement of any subcontractors required to produce concert events at the Stadium, the successful proposer will be required to meet the requirements of MERC's MBE/WBE Programs in contracting activities. This requires maximizing opportunities for minority and women-owned business enterprises (MBE and WBE) in accordance with applicable provisions of the Metro Code.

R. RESERVATION OF RIGHTS

MERC reserves the right to:

1. Request any proposer to clarify its proposal or to supply additional information deemed necessary to properly evaluate its terms and conditions;
2. Modify or alter any of the requirements of this RFP, in which event, all proposers will be given notice if such modifications and an opportunity to make timely modifications in their proposal(s).;
3. Reject any and all proposals, and at MERC's option, re-issue a request for proposals regarding the subject matter hereof;
4. Negotiate a contract with the apparently successful proposer or, if such contract is not agreed to, negotiate with other providers for the desired services.

CIVIC STADIUM
LIMITED LICENSE AGREEMENT

This Limited License Agreement is made and entered into by and between the Metropolitan Exposition-Recreation Commission, governing body for the Civic Stadium, hereinafter referred to as "Commission" whose address is 1844 S.W. Morrison, Portland, OR 97205 and hereinafter referred to as "Licensee", whose address is:

Authorized Agent:

Address:

Telephone Number:

FAX Number:

Event Contact:

Telephone Number:
FAX Number:

WITNESSETH:

WHEREAS, Commission operates and maintains the Civic Stadium; and

WHEREAS, Licensee desires to use space in said Civic Stadium;

NOW THEREFORE, and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

1. Use the Facilities: Commission grants Licensee permission to use the Civic Stadium on the dates, and at the rate(s) described in paragraph 5 below for the following use:

Licensee may not use these areas for any other purpose.

2. a) Authorized Areas and Terms: Commission reserves the right to control all Lobby and Common Areas and will permit Licensee to use those areas of the Lobby and Common Areas as Commission deems appropriate for the event.

Area/Uses

Day/Date/Hours

Rental Fees

- b) Other Fees and Charges: In addition to the facility rental charges, Licensee shall pay the following charges:

EVENT-RELATED CHARGES SHALL BE BILLED AT PREVAILING RATES

This Becomes Attachment A to
Request for Proposals
Exclusive Development for a
Summer Concert Series at
Civic Stadium, Portland, Oregon

Contract No.:
Client File No.:
Date Prepared:

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LIMITED LICENSE AGREEMENT

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Area/Uses

Day/Date/Hours

Rental Fees

- b) Other Fees and Charges: In addition to the facility rental charges, Licensee shall pay the following charges:

EVENT-RELATED CHARGES SHALL BE BILLED AT PREVAILING RATES

- c) Deposits Schedule: Licensee shall pay a nonrefundable advance deposit in the amount of _____ with License Agreement. Licensee shall pay the balance of the deposit, if applicable, as follows:

Checks should be made payable to:

METROPOLITAN EXPOSITION-RECREATION COMMISSION

- d) Failure to make advance deposits as outlined above shall constitute immediate breach of the Agreement by Licensee. In the event of such failure to make advance payments as required, it is agreed that the Commission may, at its sole discretion, cancel this event and retain all deposits received for rental, apply such amounts to the amounts due and owing to Commission pursuant to paragraph 15, and Commission shall have any and all remedies available to it as outlined in paragraph 15.
- e) The Commission will credit deposits paid against the costs of the event at the time the Commission prepares an invoice for the event. Licensee shall pay other event or service costs and the balance of the facility rental charge, if any, immediately on receipt of the Commission invoice. Interest will be assessed and paid at 1.5 percent per month on all balances due after thirty (30) days from the date of the billing.
3. Nature of Agreement. This is a Limited License Agreement. It is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this limited license agreement. Any right of use conferred on Licensee shall not be exclusive, but shall be always subject to the Commission's right of entry and control. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the Commission, its successors or assigns on the one part, and the Licensee, its successors or assigns on the other part. It is further agreed that the Licensee shall provide its own Worker's Compensation insurance, if required by law. Licensee shall, subject to the terms and provisions of this Agreement, have complete and independent control and discretion over the operation of the event contemplated by this Agreement.
4. Effective Date. This License Agreement shall be effective only when fully executed by both Licensee and by the Commission. Prior to full execution, this License Agreement shall be null and void in all respects. In the event that Licensee requests that ticket sales begin prior to final approval of this License Agreement, such sales shall be at the sole risk of Licensee. In the event that this License Agreement is not signed, Commission may, at its sole discretion and option, suspend ticket sales and/or order refunds of ticket sales, in addition to any other options the Commission may have.
5. Parking. Parking is not available at Civic Stadium, other than whatever on-street parking may be available from time to time. Commission makes absolutely no guarantees or representations as to the availability of continued availability of on-street parking.
- 6) Insurance: Licensee shall, at its sole cost and expense, procure and maintain through the term of this Agreement the following insurance requirements:
- a) Comprehensive General Liability with the Broad Form Comprehensive General Liability endorsement providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities licensed hereunder, such insurance to offer immediate protection to the limit of not less than \$1,000,000 (\$5,000,000 if attendance is expected to exceed 10,000 in attendance) and such insurance shall include Blanket Contractual Liability

coverage which insures contractual liability under the indemnification of the Commission and Metro by Licensee as set forth below;

- b) Any Comprehensive General Liability insurance policy required by the Agreement shall name as additional insured: the City of Portland, Metropolitan Exposition-Recreation Commission, Metro, and the member, officers, directors, agents and employees of each entity.
 - c) Licensee shall maintain with respect to each such policy or agreement evidence of such insurance endorsements as may be required by the Commission and shall at all times deliver and maintain with the Commission a certificate with respect to such insurance in a form acceptable to the Commission.
 - d) Licensee agrees to provide all required certificates of insurance to the Manager of the Civic Stadium at least thirty (30) days prior to the time of occupancy, on or before . Failure to do so shall constitute immediate breach of this Agreement by Licensee. It is agreed in that event the Commission, at its sole option, may terminate this Agreement. Commission may exercise any or all options in paragraph 15.
 - e) The parties agree that the specified coverage of limits of insurance in no way limit the liability of the Licensee. Licensee shall obtain the written agreement on the part of each insurance company to notify Commission at least thirty (30) days prior to cancellation of non-renewal of any such insurance.
 - f) Should Licensee fail to provide and maintain adequate Liability Insurance by the date listed in paragraph d. above, at its option, the Commission may provide adequate coverage under its Special Event policy and/or invoke any of all of its rights under paragraph 15. Licensee shall be invoiced for the cost of any coverage provided by Commission.
7. Indemnification: Licensee shall defend, indemnify, and hold the City of Portland, the Metropolitan Exposition-Recreation Commission, Metro, their agents, elected and appointed officials, and employees, (the Indemnities) harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with Licensee's performance of this Agreement or the event which is the subject of this Agreement. In the event that Licensee refuses or fails to defend as required herein, the Indemnitees may, at their sole option, settle or defend any claims, and may maintain an action in any court of competent jurisdiction against Licensee for the full costs of any settlement, judgment, or defense, including all expenses and attorney's fees.
8. Waiver of Subrogation: Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto during the terms of this License or any extension or renewal thereof for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the parties hereto. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give each insurance company written notice of the terms of such waiver, and to have insurance policies properly endorsed, if necessary.
9. Taxes and Fees: Licensee agrees to pay promptly all sales, use, excise and any other taxes required by any governmental authority and shall obtain at its own expense all permits and licenses required by law in connection with its use of the Facilities.

10. Defacement of Facility: It is understood and agreed that the Commission licenses to Licensee the authorized area in the Facility "as is", and that the Licensee will make, at its own expense, all changes, alterations, installations and decorations therein that are previously agreed to by Commission, and that Licensee will restore, at its own expense, the Facility to the same condition in which it existed prior to any alterations made therein. Licensee shall be responsible for any costs to repair or replace property at the Facility damaged or lost during the term of this Agreement. Ordinary wear and tear is excepted.
11. Novelties/Concessions/Food Service: Novelties/Concessions shall be defined as, but not limited to, the selling or dispensing of printed material, records, tapes, food stuffs, beverages (alcoholic and non alcoholic), flowers, tobaccos, novelties, souvenirs, clothing, etc. The sale and/or distribution of the aforementioned items are solely the exclusive right of the Commission or its contracted agent. Merchandising and Novelty items must be arranged through the Facility Manager and are subject to his/her approval.

Merchandising Agreement:

12. Non-Discrimination: Licensee agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public.
13. Force Majeure: If the Premises or any part of the facility is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by Commission impossible or impracticable, then this Agreement shall be terminated and the Licensee shall be liable for fees, charges for support personnel and services and additional utility charges which have accrued only at the time of termination and all other fees paid by Licensee shall be returned by Licensor, provided, however, if such impossibility of performance shall be due to the act or omission of Licensee, its agents, employees, members, or invitees, then Licensee shall be liable for all fees charged hereunder as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claim for damages or compensation from Commission on account of such termination.
14. Non-Exclusive Use: Commission shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person, firm or entity regardless of the nature of the use of such other space. This right shall be subject to Commission's prudent business judgment.
15. Default by Licensee and Commission Remedies. Licensee shall be in default of the Agreement if Licensee fails to pay any amounts due under the License terms, breaches any provisions of this Agreement or any other written agreement between Licensee and Commission including payment of fees and maintenance of required insurance in strict accordance with this Agreement, violates any applicable laws or ordinances during its use of the Facility, violates any Commission rules or policies, or should dissolve or cease doing business as a going concern or become insolvent or bankrupt. Upon such default by Licensee, the Commission may have one or more of the following remedies, in its sole discretion:
 - a) Declare the entire amount of the balance due per the terms of the Agreement payable.

- b) Reenter the licensed area(s) without being liable for damage therefore and relet the licensed area(s) or any portion thereof, or operate the same for the balance of the License Agreement period, receive sums due and apply them first to any expenses of making the Commission whole and, second, to any expenses incurred for reentering the premises and reletting the licensed area(s).
 - c) Terminate the Agreement by giving the Licensee written notice of such termination, which shall not excuse breaches of the Agreement which have already occurred, and may reenter the licensed area(s) as in b. above.
 - d) Pursue any other remedies available to the Commission either at law or equity. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy.
 - e) Commission shall have the right, without resorting to any legal action, to withhold from any and all sums, receipts or deposits which may be in the possession of the Commission for or on behalf of Licensee, such sums as are necessary, in Commission's sole opinion, to apply to any claims Commission may have against Licensee, or to protect Commission against any loss, damage, or claim which may result from Licensee's performance or failure to perform under this Agreement.
 - f) Commission may, at its sole option, also terminate any other contract(s) with Licensee.
16. Assignment: Licensee may not assign this Agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without the prior written approval of the Commission. Any attempted assignment without such written prior approval shall be null and void.
17. Hazardous Substances: Licensee, its officers, employees and agents, and any exhibitors, customers or other participants in the event(s) covered by the Agreement are prohibited from bringing any hazardous substance into the Authorized Areas or onto Commission property and are prohibited from allowing any hazardous substance to be brought into the Authorized Areas or onto Commission property. As used in this paragraph, "hazardous substance" has the meaning given that term in ORS 466.540(9). If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substances that occurs as a result of Licensee's use of the Authorized Areas or entry on Commission property. Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Metro, Metropolitan Exposition-Recreation Commission, the City of Portland and their respective members, officers, directors, agents, elected and appointed officials, and employees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the clean up, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Authorized Area or entry on Commission property. As used in this paragraph, "release" has the meaning given that term in ORS 466.540(4). Licensee's obligations under this paragraph survive termination or expiration of the Agreement.
18. Terms and Conditions: Commission's Terms and Conditions are hereby incorporated into this Agreement by reference. Commission reserves the right to change such Terms and Conditions from time to time.
19. Actions: Any actions by one party to the Agreement against the other arising out of the Agreement or of conduct, acts or activities of the parties hereunder will be governed by

Oregon Law and shall be maintained in the Circuit Court of the State of Oregon, in and for Multnomah County, or if jurisdiction is proper, the United States District Court for the District of Oregon. No such action against the Commission may be maintained except in the State of Oregon. Licensee consents to its maintenance of any such action by the Commission against it in the Circuit Court of the State of Oregon, in and for Multnomah County, or if jurisdiction is proper, the United States District Court for the District of Oregon.

20. Severability: If any provision of this Agreement or the Terms and Conditions which have been incorporated into the Agreement by reference, shall be declared invalid or unenforceable, the remainder of the provisions shall continue in force and effect to the fullest extent permitted by law.
21. Waiver: The failure by the Commission to insist upon strict and prompt performance of the terms and conditions of this Agreement shall not constitute a waiver of the Commission's right to strictly enforce such terms and conditions thereafter. No waiver by the Commission of any default shall operate as a waiver of any other default on a future occasion or the same default. No delay or omission by the Commission in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
22. Attorneys' Fees: In case any suit or action is instituted by either party hereto arising out of this Agreement, the prevailing party in such litigation, including any appeal, shall be entitled, in addition to the costs and disbursements provided by statute, to reasonable attorneys' fees as determined by the court on trial or appeal. In the event that either party hereto employs in-house counsel, or if the Commission employs in-house counsel supplied to it by Metro, said prevailing party shall be entitled to recover the full reasonable fair market value of their counsel's services. The prevailing party shall also be entitled to recover its full reasonable costs of litigation, including the expense of depositions and expert witnesses.
23. Delivery of Notices: Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail as follows:

To Commission: in care of the Commission's official at the Facility, Attention Civic Stadium Manager.

To Licensee: at the address provided in the Agreement or at any of the offices designated in writing and provided to the Civic Stadium Manager during the term of the Agreement
24. Licensee's Assumption of Responsibility: The Licensee expressly assumes full responsibility for all persons connected with Licensee's use of the Facility, including all its employees, agents, members, invitees and contractors.
25. Addenda and Attachments: Any addendum, statement of policy, requirements and or operational items attached hereto are made a part of this Agreement as if copied in full herein.
26. Time is of the Essence: Time is of the essence to this Agreement.
27. Entire Agreement: Except as provided in paragraph 18, this document contains the complete and exclusive agreement between the parties, and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document has been or is relied upon by any party. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.

28. Headings: The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement nor the extent of any provision thereof.
29. Powers Reserved to Commission: In the event of a dispute as to the meaning or interpretation of Commission policies or the operation of Civic Stadium, the decision of the Commission shall be final and binding on the parties. By way of illustration and not limitation, the reserved powers of the Commission include the following:
- a) The final determination of all policies and procedures relative to the operation and management of Civic Stadium.
 - b) Sole discretion to cancel, terminate, or interrupt any event, and cause the patrons to be dismissed. The Commission shall not be liable to Licensee for any loss or cost occasioned by any such determination or action by the Commission, taken in good faith for the benefit or protection of the Commission, the public generally, or Civic Stadium.
 - c) The power to have access to any area of Civic Stadium at any time.
 - d) The power to terminate or suspend this Agreement for acts of default by Licensee as stated in accordance with paragraph 15.
30. No Third Party Beneficiaries: This Agreement is not intended to benefit any individual, corporation, or other legal entity other than Commission, Licensee, and the Indemnitees. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any other parties in any proceeding whatsoever.
31. Other Special Conditions:

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

By: _____
Candy Cavanagh

Title: Civic Stadium Manager

Date: _____

LICENSEE

By: _____

Title: _____

Date: _____

CIVIC STADIUM

TERMS AND CONDITIONS

1. The following are an extension of the License Agreement and are designed to give the Licensee a clear and descriptive outline of the responsibilities and operational guidelines of the Civic Stadium.
2. Definitions:
 - a) "Commission" means the Metropolitan Exposition-Recreation Commission, the governing body of the Civic Stadium.
 - b) "General Manager" means chief executive responsible for the management of all Commission facilities.
 - c) "Facility Manager" means the Civic Stadium Manager who reports directly to General Manager.
 - d) "Facility" means Civic Stadium, Portland, Oregon, and all property and facilities therein.
 - e) "License Agreement" means the written agreement entered into by the Metropolitan Exposition-Recreation Commission and Licensee.
 - f) "Licensee" means individual corporation, association, partnership or entity which is the responsible party utilizing the Civic Stadium.
3. Authority:
 - a) The Facility Manager shall have full responsibility for the operation of the Facility and shall act for and on behalf of the Commission in management, supervision and control of the facilities.
 - b) The Facility Manager is hereby authorized to enter into agreements with corporations, associations, individuals, partnership, and other entities for events in the Facility which, in the Facility Manager's opinion, are in the vest interest of the Facility.
4. License Agreement: All Agreements shall be in writing on forms approved by the Commission's attorney, furnished by the Commission and executed for and on behalf of the Commission by the Facility Manager.
5. Compliance with Laws: Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county, metropolitan governments, commissions and officers whenever applicable, all rules and regulations of the Portland Police Department and the Portland Fire Department and all policies, rules, regulations established by the Commission for the use of the Facility and the jurisdiction of the Commission.

Licensee Initials

Date: _____

6. Copyrights and Proprietary Material: Licensee warrants that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during the Licensee's use of the Facility unless Licensee has obtained written permission from copyright or trademark-holder. Licensee covenants to comply strictly with all laws regarding copyrights, royalties and trademarks and warrants that it will not infringe on any related statutory, common law, or other right of any person during its use of the Facility. Licensee will indemnify and hold the Indemnitees harmless from all claims, losses, attorneys' fees, court costs and damages with respect to such copyright and proprietary material.
7. Building and Public Safety: Licensee agrees not to bring into the Facility any material, substance, equipment, or object which is likely to endanger the facilities, the life of, or to cause bodily injury to any person in the Facility or which is likely to constitute a hazard without the prior written approval of the Facility Manager.
- a) Notice of Event Requirements. At least thirty (30) days before the first day of the event, Licensee shall provide the Commission with all other pertinent information required by Commission for the event such as set-ups, staging, technical requirements, and food and beverage requirements.
 - b) Licensee shall conduct business in the authorized areas in a dignified and orderly manner with full regard for public safety and in conformity with Commission's Fire and Safety Rules and Regulations as such may exist from time to time.
 - c) No portion of the sidewalks, ramps, entries doors, corridors, vestibules, hallways, lobbies, stairways, elevators, aisles or driveways shall be impeded by Licensee or its agents or used for any purpose other than ingress or egress from the Facility access to public utilities, fire suppression equipments, heating and air conditioning vents shall not be covered or obstructed at any time by Licensee or its agents.
 - d) Persons will not be permitted inside any area of the Facility in excess of the established capacity.
 - e) The Facility does not provide exhibit crate storage on-site without specific written approval by the Facility Manager. Licensee and Licensee's service contractors are expected to make all arrangements for storage of exhibit crates and packing materials if such approval is not granted by the Facility Manager.
 - f) The Licensee shall not permit any live animal, reptile, fish or bird to enter or remain in the Facility unless approved in writing by the Facility Manager. A properly and safely muzzled "seeing eye" dog accompanying a blind person is excepted. All such animals so admitted must at all times remain on a leash, within a pen, or under similar control.
8. Rental Regulations and Schedule:
- a) The minimum rental fee designation in the License Agreement is due and payable as outlined therein prior to the occupancy of the Facility.
 - b) The minimum rental fee consists of fees for using identified areas of the Facility.

Licensee Initials

Date: _____

- c) A deposit is required with the execution of the License Agreement. Deposits are non-refundable except where the Commission is unable to deliver possession of the identified areas of the Facility.
9. Broadcast Rights: The Facility reserves all rights to all broadcasting, telecasting, videotaping and transcription of all performances, functions, meetings, and activities of all users of the Facility including Licensee. Licensee shall not engage in any broadcasting, telecasting, videotaping, recording or transcription activity without the written permission of the Commission, and, before permission is granted, the Commission may require payment for such privilege and for any costs to the Facility relative to such activity.
10. Recording: No recording, either visual or audio, of any kind shall be made of the event covered by this Agreement without the prior written approval of the Facility Manager. Commission reserves the right to require payment from Licensee for that privilege.
11. House Utilities: The Facility shall provide customary heat, air conditioning and lighting for interior spaces utilized as normally available during actual show days in the Facility. One-half normal electric illumination will be allowed for move-in and move-out days. Additional lighting, heating and air conditioning requested by Licensee will be assessed at the prevailing rate based on actual usage. Franchise teams housed at Civic Stadium shall be responsible for the utilities supporting their administrative office/storage spaces.
12. Event Utility Services:
- a) Commission agrees to make available to the Licensee, either in-house or through the Facility's agent, up to its existing capacity, all electric power required, water, sewer drains, and telephone service requested by Licensee. All charges arising from such services by the Facility shall be charged at the prevailing rate for connections and consumption of the requested utility to the Licensee.
- b) Commission will furnish additional services to Licensee such as labor, audio-visual, sound, lighting, equipment, materials (to the extent of the existing inventory), technicians, etc., at the Licensee's request provided that the Licensee is responsible to the payment of such services at the prevailing rate.
13. Facility Services:
- a) The Facility' personnel will maintain all public access areas which include lobbies, concourses, hallways, restrooms at no extra cost to Licensee. Franchise teams housed at the Facility shall maintain their administrative office/storage space.
- b) Costs to remove debris or trash not associated with the normal course of business shall be borne by the Licensee. Non-hazardous fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in a manner prescribed by the Facility.
- c) Any changes to the initial set will be subject to an hourly labor charge at the prevailing rate.
- d) All parking rights are under the exclusive control of the Commission.

Licensee Initials

Date: _____

14. Ticketed Events: Should the contracted event require the selling of tickets to gain admission, then the Facility shall require the Licensee to follow the procedures outlined on Attachment A-1, Civic Stadium Ticket Center and Box Office Terms and Policies. This document must be executed in its entirety before tickets sales will be authorized to commence.
15. Intermissions: For all programs within the Civic Stadium lasting one hour or more, excepting religious services and other engagements specifically excluded by agreement between the Commission and the Licensee, an intermission of not less than 15 minutes shall be held, subject to modification by the Facility Manager when necessary to meet the unusual conditions. The Commission reserves the right to negotiate an additional fee for modification of the intermission requirements.
16. Security: Licensee shall be responsible for complete security in all areas of the Stadium licensed, emergency exits and any storage areas from the time of initial occupancy until the completion of the move-out. Such services will be provided by the Commission and will be at the expense of the Licensee. All security arrangements are subject to approval by the Facility Manager or his/her designee.
17. Signs, Posters and Literature: The Licensee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface the Facility. Licensee will not permit nails, hooks, adhesive fasteners, tacks, screws or any other such devise to be installed on any part of the building or premises, Signs may only be posted on approved areas or equipment for such use and all signs and posters must relate to the event to be held on the Facility's property. The hanging of pictures, banners, signs or any other items on interior or exterior walls, draperies or structure requires prior written approval by the Facility Manager.
18. Helium Balloons: No helium or lighter than air balloons shall be permitted in the Facility without the express prior written approval of the Facility Manager.
19. Abandoned Equipment and Lost or Misplaced Articles: Any equipment or articles of the Licensee or exhibitors remaining past the expiration of the license period may be considered abandoned and may be disposed of by the Facility as the Facility Manager deems necessary and at the cost of the owner. The Commission shall have the sole right to collect and have the custody of articles left on the premises by Licensee's invitees and to provide for the disposition thereof. The Commission shall assume no responsibility for losses suffered by the Licensee, its agents, servants, employees or invitees which are occasioned by theft or disappearance of equipment, articles or other personal property in and at the Facility.
20. Commission's Right of Entry: In permitting the use of the licensed area(s), the Commission does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of such area. Duly authorized representatives of the Commission, City of Portland and Metro may enter the areas to be used and any other areas of the Facility at any time and on any occasion without any restrictions. All facilities, including the area which is the subject of this Agreement, shall at all times be under the charge of the Commission.
21. Objectionable Uses or Persons: Any use of the Facility which is not in the best interests of the Commission, or is in violation of any laws of the United States, the State of Oregon, the County of Multnomah, the City of Portland or Metro shall be a violation of

Licensee Initials

Date: _____

the License and shall be grounds for immediate revocation of the License. Any person whose conduct is reasonably believed by representatives of the Commission to be disorderly, as defined by Oregon Statute ORS 166.025, detrimental to the Facility's use, or otherwise in violation of any laws, may be refused entrance or may be immediately ejected from the premises. Licensee shall defend, indemnify, and hold the indemnitees harmless from any claims relating to any such admission refusals or ejections.

- 22. Residual Matters: Any matters not expressly covered by this License Agreement or by applicable policy, rules and regulations adopted by the Commission shall be determined by the Facility Manager in his/her discretion.
- 23. Solicitations: No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without the prior written approval of the Commission or the Facility Manager.
- 24. Failure to Vacate/Removal of Property: Upon the expiration or sooner termination of License Agreement hereof, Licensee shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Facility. Any such property not so removed shall be considered abandoned and procedures relating to paragraph 19 above will be in force at the discretion of the Facility Manger.
- 25. Protection of Playing Field Surface: Commission shall set guidelines for the protection of the Facility's artificial turf on an event by event basis. Should surface need additional protection against damage, Licensee shall be responsible for the labor/services/supplies needed to ensure such protection.

Licensee Initials

Date: _____

Contract No.:
Client File No.:
Date Prepared:

ATTACHMENT A-1

**CIVIC STADIUM
Ticket Center and Box Office
Terms and Policies**

Spectator Seated Events

1. **Ticket Control:** The Commission shall maintain full control of the sale of tickets for any and all spectator seated events held at MERC facilities to insure the Commission against financial risk and to provide protection for the ticket buying public. The Commission shall retain exclusive control over its Ticket Centers, ticket personnel and ticket sales revenues until settlement with the Licensee. All tickets must be sold at MERC facilities Ticket Centers, through Commission contracted agency(s).
2. **Ticket Sale Services:** Ticket sales shall be conducted at the MERC Ticket Centers and the Commission's contracted ticket agency(s). MERC Ticket Centers do not charge a fee to the Licensee to conduct the sale of computerized tickets. The contracted computer ticket agency will independently establish a commission rate for the sale of tickets on the computer system to be paid to the ticket agent by the Licensee at settlement, but at no time will this Commission rate exceed 5 percent of the dollar value of the tickets sold (excluding convenience charge and User's Fees).
3. **Ordering Tickets:** All tickets (automated or hard tickets) must be ordered through the MERC Ticket Center management who will arrange ticket manifesting to include seating layout, price structure, discounts and ticket format. All ticket holds, sound and obstructed vision seat kills, promoter ticket holds, etc., shall be handled via MERC facilities Ticket Center management.
4. **Pricing Tickets:** Licensee agrees to sell all tickets at the prices as advertised by Licensee and approved by the Facility Manager. Any changes in ticket prices shall require the prior written approval of the Facility Manager or his/her designee.
 - a) **Convenience Charge** - All ticket sold through MERC Ticket Centers and its contracted ticket agency(s) shall include a convenience charge for each ticket sold. The convenience charge shall be retained at the ticket purchase point. This charge

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will be established by the Facility Manager or his/her designee at the time the rental license is issued. The convenience charge shall be printed on the face of each ticket. The convenience charge shall be as follows:

\$ over-the-counter
\$ telephone sales

b) User's Fee - A User's Fee shall be imposed on each ticket sold to any spectator seated event located in any MERC facilities, whether purchased in cash, by check,

or credit card and regardless of where the tickets are sold. The User's Fee shall not apply to unsold, complimentary or free admission tickets. Licensee shall include the User's Fee as part of the total ticket price. User's Fees shall be imposed on all paid admissions at all spectator events within MERC facilities as follows:

Tickets priced \$10.00 and under	\$.50 User's Fee
Tickets priced \$10.01 to \$22.00	\$1.00 User's Fee
Tickets priced \$22.01 and above	\$1.50 User's Fee

5. Advertising: The Commission requires that the total admission price advertised for all ticketed events shall include the User's Fee. All advertising shall include the disclaimer "Tickets subject to convenience charges". All advertising, both print and electronic shall be accurate as to location of ticket purchase points, charge-by-phone telephone number, and Group Sales information (if applicable). Necessary corrections to ensure accuracy shall be made at Licensee expense.
6. Credit-Worthiness: Licensee shall be responsible for the credit-worthiness of its patrons, including but not limited to bad checks and credit card charges.
7. Complimentary Tickets: Licensee shall be allowed to take complimentary tickets for use in the promotion of the event. At no time shall the number of complimentary tickets exceed 2 percent of the total ticket manifest without written consent from the Facility Manager or his/her designee.
8. Commission's Access to Events: The Commission retains the right to draw thirty (30) tickets per performance during the Licensee's use of the MERC facility without charge.
9. Refund of Ticket Revenue: Refunds shall be at the sole discretion of the Commission when such refunds shall, for cause, be made in keeping with its policy and its proprietary interest in retaining public faith for events held at MERC facilities. This shall include, but not be limited to, failure of projection equipment, failure of act to show, or to go on stage within a reasonable time of scheduled performance according to License Agreement. The Commission may charge the Licensee a fee for compensation of ticket refund handling. All refunds shall include User's Fee and Convenience Charge.
10. Season Ticket Sales: Should the Licensee sell season tickets for a series of events and thereafter cancels some or all of the events, Licensee shall be responsible for giving notice of and return of refunds for unused tickets. All sales promotions for season tickets shall clearly state this provision and all tickets shall clearly have this provision printed on them. Tickets shall further state the Commission is not responsible for refunds.
11. Taxes: The Licensee shall be responsible for filing of all federal, state and local tax returns and the payment of all sales, admission, excise or other taxes due, if any, in connection with such admissions. The Commission reserves the right to collect and or withhold such taxes due for ticket sales and remit same directly to the proper agency

Licensee Initials

Date: _____

CIVIC STADIUM SPECIAL EVENT OBJECTIVES

In harmony with the Neighborhood Association, the following objectives for Special Events at Portland Civic Stadium have been jointly developed by the Goose Hollow League and the management of Civic Stadium. Our mutual objectives are:

- To increase the number of Special Events per season at the Stadium and thereby generate needed revenue for the facility, the Metropolitan Exposition-Recreation Commission, and the City of Portland.
- To provide greater scheduling flexibility for the Stadium management to market the facility and expedite the contract issuance process.
- To stimulate the economy of the business surrounding the Stadium via increased Stadium scheduling and usage.
- To streamline the Neighborhood Association and City of Portland sanctioning processes by requesting City Council action exempting Civic Stadium from existing Noise Code requirements for a period commencing July 1, 1993 through September 30, 1994.
- To reduce the potential negative effects that such Special Events may have on the immediate surrounding vicinity at the Stadium.

For the purpose of definition, a "Special Event" is any Stadium usage with a projected "paid" attendant in excess of 12,500 spectators.

SPECIAL EVENT GUIDELINES

A. Scheduling/Frequency of Special Events

Single-day Special Events, both athletic and non-athletic, shall be scheduled throughout the season without limitation.

Multiple-day Special Events shall be limited to a maximum of four per season.

Multiple-day Special Events shall contain no more than three consecutive event days per event (excluding ingress and egress dates).

In the case of musical entertainment Special Events, the stage location and volume levels will be taken into consideration in the development of the Special Event, to reduce the noise impact as much as possible on immediate surrounding properties.

B. Ticket Sales

Stadium management shall take steps necessary to discourage any overnight lines on the Stadium premises for ticket sales.

Overnight "camp-outs" will not be permitted on the exterior of the Stadium.

Usage of an identification system (i.e. wrist bands/bracelets) will be instituted at the discretion of Stadium management dependent upon the anticipated demand for tickets and the circumstances of the individual event.

C. Shuttle Service

Stadium management will encourage all Special Event producers to provide a shuttle service system when paid attendance is projected to exceed 12,500 spectators. Shuttle service will be required by contract for all events when paid attendance projections exceed 20,000 spectators. Management will make every effort to distribute shuttle information at the time of ticket purchase.

D. Ingress-Egress Activities/Facility Clean-Up

Stadium management and Special Event producers will attempt to conduct all set-up and take-down activities with respect to, and to reduce as much as feasible, the noise and late night/early morning lighting impact on immediate surrounding properties.

Unless mandated by facility schedule or extraordinary circumstances related to particular Special Event, all such ingress/egress activities will be conducted prior to 11:30 p.m. approximately.

In those limited instances when such activities must continue past 11:30 p.m. in order to produce and stage the event as scheduled, all efforts will be made to lessen noise and lighting impact.

Stadium management will advise immediate affected properties of the schedule and itinerary of all required ingress/egress work.

Unless necessitated by event scheduling, all interior Stadium clean-up activities will be conducted during normal working hours. All post-event clean-up activities will be conducted with respect to noise and minimal necessary lighting levels.

E. Duration of Special Events

Stadium Special Events shall conclude by 10:00 p.m. Sunday through Thursday, and by 11:00 p.m. Friday and Saturday. When Special Events, where music is the major form of entertainment, continue past 5:00 p.m., the actual music presentation shall last no more than 4 hours.

Noise readings will be required by contract document with Special Event producers (excluding athletic events) and will be reported to the Noise Control Office within seven days following the Special Event.

We will use as a guide the Council's suggested level for the David Bowie concert, which was not to exceed 85 decibels at the receiving property for an extended period of time.

Stadium management shall initiate a joint review of all Special Events, at the end of each season, with Good Hollow League and affected City Bureaus.

F. Area Clean-Up

For all Special Events that exceed 12,500 spectators in actual paid attendance, Stadium personnel will pick up "event related" litter and debris, within 24 hours of the start time of the event.

Extent of clean-up area will encompass an area one block from Civic Stadium, with boundaries of Burnside, Salmon, 17th, and 21st Streets. If the actual paid attendance exceeds 20,000 spectators, the clean-up area will be expanded to two blocks from Civic Stadium, with boundaries of Burnside, Main, King, and 16th Streets. Particular attention will be focused on all block faces directly across from the Stadium due to their location as most highly impacted litter areas.

All clean-up activities will be conducted to the satisfaction of the Stadium management. Any decision regarding extent of the clean-up scope made by Stadium management will be considered final in all instances.

Inspection of the area will be made prior to the event to determine pre-existing trash and litter. No attempt will be made during post-event clean-up to remove any litter deemed "pre-existing".

Installation of permanent trash receptacles on the exterior of the facility (Stadium premises) was completed June 15, 1989.

G. Security

Stadium management will coordinate event security with the Portland Police Bureau within the immediate vicinity of the Stadium both pre-Special Event and for one hour following the event. Staff will investigate creative approaches to security situations occurring in the general vicinity of the facility.

The Metro ERC's Security department will provide its mountain bike patrol in the Stadium vicinity when deemed appropriate by the Facility Manager.

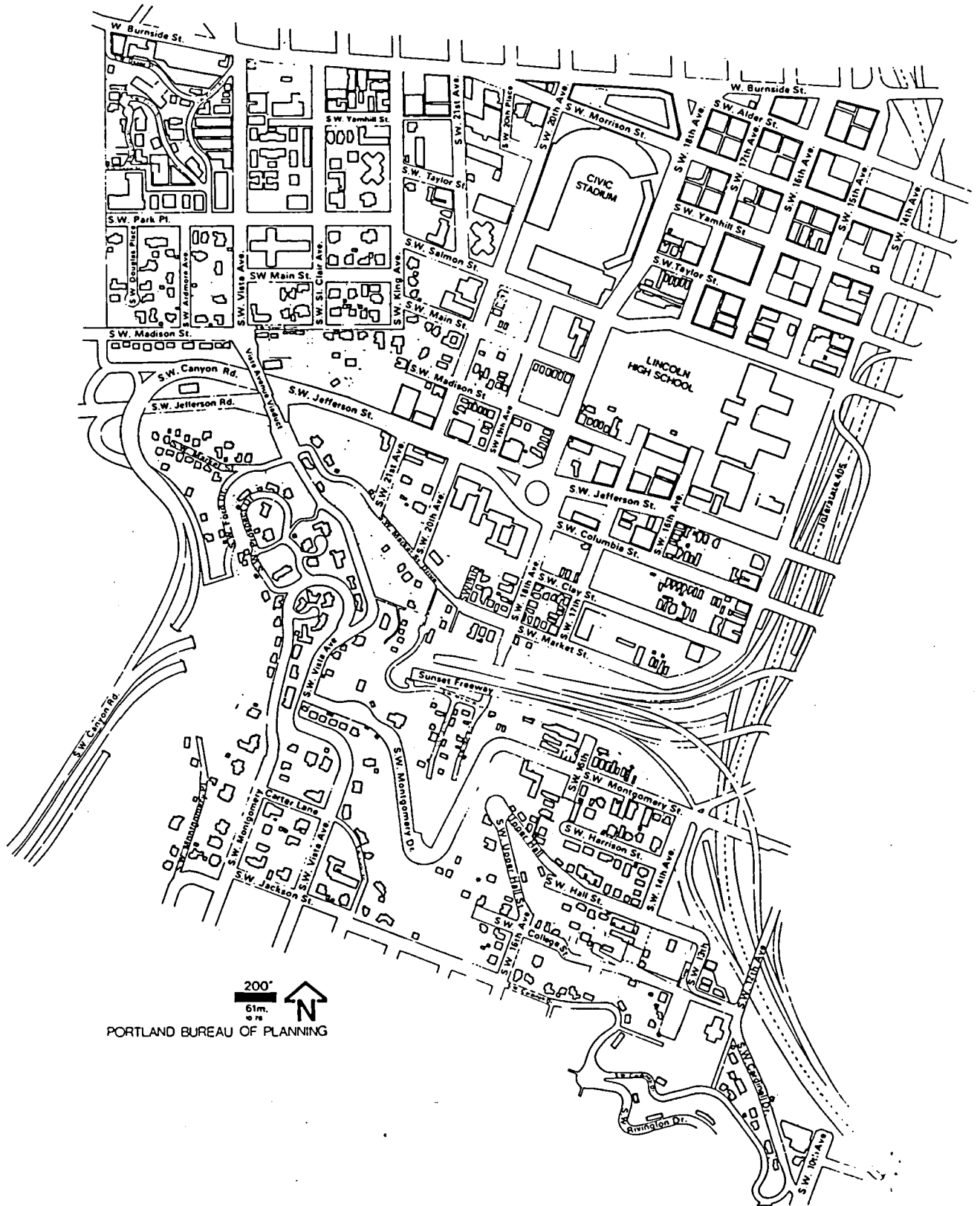
A Security "hot-line" will be established on-site at the Stadium for each Special Event to coordinate response efforts.

A log will be maintained on all calls received to document and determine problem areas as they become known and to assist response efforts.

Determined problem areas will be given special attention to any future Special Event planning matters.

In recognition of this cooperative effort, based upon compliance with the general guidelines set forth, the Metro ERC/Stadium management and the Goose Hollow League respectfully request City Council action to formally exempt Portland Civic Stadium from the existing City Noise Code requirements for a period commencing July 1, 1993 through September 30, 1994.

GOOSE HOLLOW



200'
5m.
N
PORTLAND BUREAU OF PLANNING

EXHIBIT 1

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

I state that I am _____ (Title) of _____ (Name of Proposer) and that I am authorized to make this Affidavit on behalf of the Proposer. I am the person authorized by the Proposer and responsible for the Proposed Offer put forth in this RFP.

I state that: (1) The Proposed Offer of this RFP has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, except as disclosed in the attached appendix.

(2) The Proposed Offer of the RFP has not been disclosed to any other person who is a Proposer or potential Proposer and the Proposed Offer will not be disclosed before Proposal opening.

(3) No attempt has been made or will be made to induce any person to refrain from proposing on this RFP, or to submit a Proposal higher than this Proposed Offer, or to submit any intentionally high or non-competitive Proposal or other form of complementary Proposal.

(4) This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any person to submit a complementary or other non-competitive Proposal.

(5) _____ (Name of Proposer), its affiliates, subsidiaries, officers, directors and employees (as applicable) are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as listed and described in the attached appendix.

I state that I and _____ (Name of Proposer) understand and acknowledge that the above representations are material and important, and will be relied on by MERC in determining the successful Proposer. Any misstatement in this Affidavit will be treated as fraudulent concealment from MERC of the true facts relating to the submission of Proposed Offer.

Signature of Affiant

Printed Name of Affiant

Sworn to and subscribed before me this _____ day of _____ 19__.

Notary Public for _____

(SEAL)

My Commission Expires: ____/____/____

EXHIBIT 2
PROPOSAL CERTIFICATION

TO: Metropolitan Exposition Recreation Commission

The undersigned, on behalf of the proposer identified below, hereby certifies as follows:

1. That the Metropolitan Exposition Recreation Commission's Request for Proposals and the following Amendments, have been read and the proposer has complied with the mandatory requirements stated herein.

<u>Addendum Number</u>	<u>Issue Date</u>
_____	_____
_____	_____

2. That the proposer's representative(s) have had the opportunity to ask questions regarding the Request for Proposals, and that if such questions have been asked, they have been answered by MERC.

3. That the proposal consists of the following documents:

The RFP including Attachment A the Contract form, standard rental license and Attachment B, Special Events Guidelines.

4. That the proposal is valid for ninety (90) days.

Name of Proposer (Firm)

Signature of Authorized Representative

(Print or type name and title of signator)