TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN EVENTS AGREEMENT BETWEEN TOWN OF ADDISON AND DCO REALTY, INC. FOR THE MANAGEMENT, OPERATION, COORDINATION AND CONTROL OF A VARIETY OF EVENTS AT VITRUVIAN PARK, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the Vitruvian Nights Live, Vitruvian Salsa Festival and other special events conducted by DCO Realty, Inc. within Vitruvian Park bring thousands of visitors and tourists to the Town of Addison, many of whom will stay at Addison hotels.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Events Agreement between Town of Addison and DCO Realty, Inc. for the management, operation, coordination and control of a variety of events at Vitruvian Park, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved and the City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 13th day of September, 2016.

_____
Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

EVENTS AGREEMENT

This Events Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2016 ("Effective Date") by and between the Town of Addison, Texas ("City" or "Addison") and DCO Realty, Inc., a Delaware corporation ("DCO") (the City and DCO are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Except for properties owned by the City, DCO is the owner, manager, or otherwise has control over that area within the City that is known as Vitruvian Park and that is generally located along each side of Vitruvian Way, south of Spring Valley Road, and east of Marsh Lane.

2. DCO desires to conduct and present a variety of public events and activities within that area as described herein, and the City desires to participate in the public events and activities as set forth in this Agreement.

3. The public events and activities within Vitruvian Park attract individuals from throughout the region to the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the City and DCO do hereby contract and agree as follows:

Section 1. Events; Term. DCO will conduct, present, manage, operate, coordinate, and control a variety of events (including Vitruvian Nights Live and Vitruvian Salsa Festival, or the like) (collectively, the "Events" and each an "Event") and during the period of time of October 1, 2015 to September 1, 2016 (the "Events Period"). The Events will be conducted at and within that area of the City depicted and described in the attached Exhibit A ("Event Site"). A portion of the Event Site is a public park and open space area generally referred to as Vitruvian Park, which portion is shown on Exhibit A (and is referred to herein as the "Vitruvian Park Portion"). DCO is solely responsible for the Events.

DCO will conduct each Event in accordance and compliance with the terms and conditions hereof and all laws, ordinances, rules, regulations, standards, guidelines, and policies of the City or any other governmental authority having jurisdiction over the Event or the Event Site.

This Agreement shall be effective as of the Effective Date first set forth above and continue in effect through the end of the Events Period, subject, however, to the termination provisions of this Agreement.

Section 2. Sponsorship; Sponsorship Benefits. The City will be a sponsor of the Events as set forth herein. The City shall make available to DCO an annual sponsor fee (the "Sponsor Fee") in an annual amount of $185,000.00 to cover the cost of the Events during the

Events Period. . It is understood and agreed that the City will bid, hire and provide payment directly to a lighting contractor for the annual holiday light show ("Light Show"). The cost of the Light Show shall be deducted from the Sponsor Fee; and the remaining balance, if any, shall be submitted to DCO to cover the costs of other Events scheduled during the Events Period.

The Events will be designed to enhance and promote the identity of the Vitruvian Park area of Addison, which will in turn benefit hotels, retail, restaurant and housing providers in that area. The Events will create an entertainment amenity for all Addison residents, for those that live or work in the surrounding area and for regional tourists. In addition to these benefits to the City, for the City's sponsorship of each Event, DCO will provide the City with the following benefits:

(a) a listing of the City logo as a sponsor of the Events on collateral pieces, including but not limited to posters, fliers, invitations, admission passes, tickets, brochures, programs, etc.;

(b) a listing of the City logo as a sponsor of the Events on all print, broadcast, outdoor and electronic advertising, including but not limited to newspaper ads, magazine ads, radio ads, billboards, newsletters, web communications, etc.;

(c) a listing of the City as a sponsor of the Events in all press releases, and other communications regarding the Events;

(d) a listing of the City logo as a sponsor on all street banners and signs in connection with the Events;

(e) the inclusion of the Addison logo on the web site (www.vitruvianpark.com) and links to the City's websites (www.addisontexas.net); and

(f) provide recognition of the Town of Addison from the stage at the Events.

Section 3. Event Promotion, Advertising. Any promotion or advertising by, for, or on behalf of DCO or the City of any of the Events that references Addison or the Vitruvian Park Portion shall, before being used for promotion or advertising purposes, first be submitted to Addison or DCO, as applicable, for its prior review and approval (if any), which approval shall not be unreasonably withheld, conditioned or delayed. In the event Addison or DCO, as applicable, fails to disapprove (with specific comments regarding the reason(s) for such disapproval) such promotion or advertising within ten (10) calendar days after the same is submitted (or resubmitted after modifications, as the case may be) to Addison or DCO, as applicable, such promotion or advertising shall be deemed approved. The parties agree that the type of promotions and advertising provided for the same or similar events in the Town of Addison prior to this Agreement are acceptable.

The City will promote the Events and will, among other things, (a) list the Events on the City's website (www.addisontexas.net) with a link to DCO's website (www.vitruvianpark.com), (b) display banners (as approved by the City, if at all and in the City's sole discretion, and subject to availability) across Belt Line Road advertising the Events (which banners, if any, will be supplied by DCO to the City no later than three (3) days prior to display), and (c) promote the Events on the City's social media sites.

Section 4. Termination.

(a) Either party may terminate this Agreement if the other party commits a material breach of this Agreement, and

(i) such breach remains uncured for a period of 10 calendar days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or

(ii) if the breach cannot with diligence be cured within said 10 day period, if within such period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such breach, and thereafter prosecutes the curing of such breach with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such breach with diligence and continuity, not to exceed 30 calendar days following the occurrence of the breach unless otherwise agreed by the parties,

Upon termination of this Agreement by Addison pursuant to this subsection 4(a), Addison will pay to DCO any amounts then due pursuant to this Agreement through the date of such termination, but no further or additional payments will be made (and if any payment has been made for which services have not been provided, DCO will reimburse to Addison proportional amount of such payment equal to the value of the services not received). Upon termination of this Agreement by DCO pursuant to this subsection 4(a), Addison will pay to DCO the then unpaid portion of the Sponsor Fee.

(b) This Agreement may also be terminated by either party hereto for any reason or for no reason upon giving at least thirty (30) days written notice of such termination to the other party hereto. If Addison terminates this Agreement pursuant to this subsection 4(b), Addison will pay to DCO the then unpaid portion of the Sponsor Fee.. If DCO terminates this Agreement pursuant to this subsection 4(b), Addison will pay to DCO any amounts then due pursuant to this Agreement through the date of such termination but no further or additional payments will be made (and if any payment has been made for which services have not been provided, DCO will reimburse to Addison proportional amount of such payment equal to the value of the services not received).

(c) Payment obligations under this Section 4 shall survive termination of this Agreement.

Section 5. Insurance. At all times in connection with this Agreement, DCO shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages set forth in Section 67-16(b)(4) of the Code of Ordinances of the City, a copy of which is attached as Exhibit B to this Agreement (with the addition that the requirement for commercial general liability shall also include coverage for death); provided, however, that the City Manager may waive the requirement of any of such insurance where, in the sole opinion of the City Manager, such insurance is not necessary to cover or protect a function or purpose of this Agreement.

In addition to the provisions of Section 67-16(b)(4), DCO shall specifically endorse applicable insurance policies as follows:

(i) The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

(ii) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, Texas.

(iii) A waiver of subrogation in favor of the Town of Addison, Texas, its elected officials, its officers, employees, and agents shall be contained in each policy required herein.

(iv) Reserved.

(v) All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

(vi) All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(vii) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(viii) DCO may maintain reasonable and customary deductibles, subject to approval by the Town of Addison, Texas.

(ix) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison, Texas and licensed to do business in the State of Texas.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to DCO and the City prior to the commencement of each Event, and shall:

(i) List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

(ii) Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, DCO shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

Section 6. **Responsibility, Assumption of Risk.** In connection with the Events and this Agreement and for the consideration set forth herein, **DCO agrees to assume and does hereby assume all responsibility and liability for any and all damages or destruction of any property or personal injuries (including death) to any person of whatsoever kind or nature**

caused by, arising out of, or in connection with DCO's conducting, presentation, management, operation, coordination, and control of the Events as set forth in Section 1 of this Agreement or by any act or omission of any DCO Persons (as defined in Section 7, below). Addison assumes, and shall have, no responsibility for any property placed by DCO or by any DCO Persons on the Event Site, and DCO hereby RELEASES Addison and all Addison Persons from any and all claims or liabilities of any kind or nature whatsoever for any loss, injury or damages whatsoever to persons or property that are sustained by reason of the occupancy of the Event Site.

DCO, for itself and the DCO Persons do hereby ASSUME THE RISK of all conditions, whether dangerous or otherwise, in and about the Vitruvian Park Portion, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the same. The provisions of this paragraph shall survive the termination of this Agreement and the Events.

The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 7. **DCO'S INDEMNITY OBLIGATION. FOR THE CONSIDERATION SET FORTH IN THIS AGREEMENT, DCO COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS ADDISON, ITS ELECTED AND APPOINTED OFFICIALS, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (COLLECTIVELY, "ADDISON PERSONS" AND EACH AN "ADDISON PERSON"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE CITY OR ANY OTHER ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO:**

(1) DCO'S CONDUCTING, PRESENTATION, MANAGEMENT, OPERATION, COORDINATION, AND CONTROL OF THE EVENTS AS SET FORTH IN SECTION 1 OF THIS AGREEMENT,

(2) REPRESENTATIONS OR WARRANTIES BY DCO UNDER THIS AGREEMENT,

(3) ANY PERSONAL INJURIES (INCLUDING BUT NOT LIMITED TO DEATH) TO ANY DCO PERSONS (AS HEREINAFTER DEFINED) ARISING OUT OF OR IN CONNECTION WITH DCO'S CONDUCTING, PRESENTATION, MANAGEMENT, OPERATION, COORDINATION, AND CONTROL OF THE EVENTS, AND/OR

(4) ANY OTHER ACT OR OMISSION UNDER, IN CONNECTION WITH, OR IN PERFORMANCE OF THIS AGREEMENT BY

(I) DCO OR BY ANY OF ITS OWNERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM DCO IS LEGALLY RESPONSIBLE, BY

(II) ANY AFFILIATE OF DCO OR ANY AFFILIATE'S OWNERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR CONCESSIONAIRES, OR OF ANY OTHER PERSON OR ENTITY FOR WHOM SUCH AFFILIATE IS LEGALLY RESPONSIBLE, AND/OR BY

(III) THE RESPECTIVE OWNERS, PARTNERS, OFFICERS, MANAGERS, EMPLOYEES, DIRECTORS, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AND CONCESSIONAIRES OF THE ENTITIES AND PERSONS DESCRIBED IN THE FOREGOING (I) AND (II) (THE ENTITIES AND PERSONS DESCRIBED IN THE FOREGOING (I), (II), AND (III) BEING COLLECTIVELY "DCO PERSONS").

SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ADDISON AND/OR ANY OTHER ADDISON PERSON, OR CONDUCT BY ANY ADDISON AND/OR ANY OTHER ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, BUT DOES NOT INCLUDE ANY CLAIMS FOUND TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADDISON AND/OR ANY OTHER ADDISON PERSON. HOWEVER, DCO'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (INCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE ADDISON PERSON OR ADDISON PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS.

FOR PURPOSES HEREOF, "AFFILIATE" MEANS (A) ALL PERSONS, CORPORATIONS, AND OTHER ENTITIES, IF ANY, CONTROLLED BY DCO, (B) ALL PERSONS, CORPORATIONS, AND OTHER ENTITIES WHICH CONTROL DCO ("PARENT"), AND (C) ALL PERSONS, CORPORATIONS, AND OTHER ENTITIES CONTROLLED BY A PARENT; AND "CONTROL" MEANS THE POSSESSION, DIRECTLY OR INDIRECTLY, OF THE POWER TO DIRECT OR CAUSE THE DIRECTION OF THE MANAGEMENT AND POLICIES OF AN ENTITY, WHETHER THROUGH OWNERSHIP OF VOTING SECURITIES OR PARTNERSHIP INTERESTS, BY CONTRACT, OR OTHERWISE.

EACH PARTY SHALL PROMPTLY ADVISE THE OTHER PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON, DCO, OR ANY DCO PERSON RELATED TO OR ARISING OUT OF DCO'S ACTIVITIES UNDER THIS AGREEMENT, AND, TO THE EXTENT REQUIRED UNDER THIS SECTION 7, DCO SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DCO'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DCO OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Section 8. Miscellaneous.

(a) *Notices.* For purposes of this Agreement and except as otherwise provided for in this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return

receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered next business day. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To DCO:	To Addison:
c/o UDR, Inc. 1745 Shea Center Drive, Suite 200 Highlands Ranch, CO 80129 Attn: Legal Department	Town of Addison, Texas 5300 Belt Line Road Dallas, Texas 75254 Attn: City Manager

From time to time either party may designate another address within the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

(b) *Independent Contractors.* This Agreement shall not be deemed to create a joint venture, joint enterprise, partnership, principal-agent, employer-employee or similar relationship between DCO and Addison. DCO and Addison are and shall be acting as independent contractors under this Agreement.

(c) *Assignment; Binding Agreement.* DCO shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a "Conveyance") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City. Any Conveyance of any kind or by any method without the City's prior written consent shall be null and void. This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns.

(d) *Construction of Terms.* For purposes of this Agreement, (i) "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded, and (ii) "day" or "days" means calendar days. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

(e) *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving party.

(f) *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between DCO and the City with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of DCO and the City or it shall have no effect and shall be void.

(g) *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(i) *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(j) *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

(k) *Recitals; Exhibits.* The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes. All appendices and exhibits to this Agreement referenced in this Agreement are incorporated herein by reference and made a part hereof for all purposes wherever reference is made to the same.

(l) *Authorized Signatories.* The officers and/or agents of the parties hereto executing this Agreement are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(m) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and same instrument.

In Witness Whereof, the parties hereto have executed this Agreement effective as of Effective Date.

TOWN OF ADDISON, TEXAS	DCO REALTY, INC.
By:_____	By:_____
Wesley S Pierson, City Manager	Typed name: Harry G. Alcock
	Title: Senior Vice President
Date:_____	Date:_____

EXHIBIT A

APARTMENTS
VITRUVIAN WAY
FIORI
SAVOYE
SAVOYE
VITRUVIAN PARK
VITRUVIAN PARK
POINTE AVENUE
PARISH EPISCOPAL SCHOOL
PARK ROAD

EXHIBIT B

Section 67-16(b)(4), Code of Ordinances

(4) *Insurance.* The promoter of a district event or host of a non-district event held on public property and all contractors and subcontractors shall purchase and maintain insurance at their own expense during the event and its setup and teardown in the following minimum amounts:

a. Statutory limits of workers compensation insurance.

b. Employers liability $1,000,000.00.

c. Commercial general liability $1,000,000.00.

d. General aggregate $2,000,000.00.

e. Product/completed operations aggregate $2,000,000.00.

f. Personal injury and advertising $1,000,000.00.

g. Per occurrence $1,000,000.00.

h. Medical coverage $5,000.00 per person.

i. Fire liability $50,000.00 per fire.

j. Liquor liability endorsement $1,000,000.00 per claim.

k. Comprehensive automobile liability $1,000,000.00 (owned, leased, non-owned and hired automobiles).

The committee shall review the sufficiency of required policies and, based on the nature of the event, request reasonable changes or increases in coverage. Upon such request, the promoter shall immediately increase the limits of such insurance to an amount satisfactory to the town and make other reasonable changes requested. The amount required by the committee shall be commensurate with other events of the nature of the subject event.

Required policies shall be issued by a carrier that is rated "A-:VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, name the Town of Addison as an additional insured on a primary basis in all liability coverages, and include a waiver of the subrogation endorsement in all coverages in favor of Addison.

Certificates of insurance shall be delivered to the special event manager at least 30 days prior to the first day of the district event. Each such certificate must provide that it shall not be canceled without at least 30 days written notice thereof being given to the Town of Addison. Certified copies of insurance policies shall be furnished to the Town of Addison upon request.