

# **AGREEMENT**

Source: DNCC files  
Purpose: To document  
contracts made by the  
DNCC

## **2012 Democratic National Convention**

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## AGREEMENT

### 2012 Democratic National Convention

THIS AGREEMENT is entered into as of March 9, 2011, by and among the 2012 Democratic National Convention Committee, Inc., a District of Columbia nonprofit corporation (the "DNCC") affiliated with the Democratic National Committee, a District of Columbia unincorporated association constituting the governing body of the Democratic Party of the United States (the "DNC"); Charlotte DNC Host Committee, and Committee for Charlotte 2012, both North Carolina nonprofit corporations (referred to collectively as the "Host Committee"); and the City of Charlotte, (the "City") (collectively, the "Parties");

WHEREAS, the Host Committee submitted a proposal to the DNC in response to the Request for Proposals issued by the DNC seeking a host city for the 2012 Democratic National Convention (the "Convention") and has invited the DNCC to hold the Convention in the City of Charlotte; and

WHEREAS, pursuant to the Final Call to the 2012 Democratic National Convention, to be adopted by the DNC, the DNCC was formed to plan and implement, and is vested with the operational and financial responsibility for, the Convention; and

WHEREAS, by authority of the Charter of the Democratic Party of the United States, the DNC, acting for and on behalf of the Democratic Party, has accepted said invitation, subject to the execution and delivery of this Agreement; and

WHEREAS, it is anticipated that the Convention will attract up to 50,000 people or more to the State of North Carolina and to Charlotte/Mecklenburg Metropolitan area (the "Metropolitan Area"), will stimulate substantial economic development in the State of North Carolina and in the Metropolitan Area and their environs and will generate substantial good will and other benefits for the State and the Metropolitan Area and their environs, including substantial opportunities for firms and for employment opportunities in the Metropolitan Area; and

WHEREAS, the City, the Host Committee and DNCC are committed to achieving the maximum economic benefit for the State of North Carolina and the City of Charlotte; and

WHEREAS, the City, the Host Committee and the DNCC are committed to involve and provide opportunities for as many persons as possible, including minorities, women and persons with disabilities in connection with the planning of and provision of goods, equipment and services for the Convention; and

WHEREAS, the DNCC and the Host Committee are entering into a separate agreement with Charlotte Arena Operations, LLC (the "Arena Company"), the City, and Charlotte Regional Visitors Authority ("CRVA"), granting the DNCC, a license to use certain facilities in and around the Metropolitan Area for the Convention, as described in Exhibit A hereto (the "Arena License Agreement");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **THE CONVENTION**

Subject to the terms and conditions of this Agreement, the DNCC agrees to hold the Convention in September 2012 in the City of Charlotte and the Metropolitan Area to select the Democratic Party's nominees for the offices of President and Vice President of the United States of America, and to take such other actions as the DNCC may deem appropriate.

2. **DEFINITIONS**

For the purposes of this Agreement:

"Airport" means Charlotte International Airport.

"Contractor" means any person or entity, other than the City, the Arena Company or the CRVA, with whom or which the Host Committee enters into a contract for the provision of goods, equipment, facilities or services, and which the Host Committee is obligated to provide in accordance with this Agreement or the Arena License Agreement.

"Convention Facilities" means and includes, collectively, all of the following: the Licensed Premises; the Media Workspace (as defined in section 7.1. hereof); the Media Operations Office (as defined in section 11.5 hereof); the Convention Center Licensed Premises (as defined in section 6.2.1 hereof); the hotel designated by the DNCC as its headquarters ("Headquarters Hotel"); and the Convention Offices (as defined below).

"Convention Hall" means the facility where official Convention business is conducted from opening to closing gavel.

"Convention Offices" means and includes, collectively, the facilities and spaces described in Article 11 hereof.

"Convention Period" means the period beginning 12:01 a.m. Local Time (as defined below) on Saturday, September 1, 2012, through and including 8:00 a.m. Local Time on Friday, September 7, 2012.

"Limited Access Period" means the period from and including the date of this Agreement, through and including 7:59 A.M. Local Time on the day the Unlimited Access Period begins.

"Local Time" means local time in Charlotte, North Carolina.

"Losses" means any and all claims, liabilities, obligations, losses, penalties, damages, charges, costs and expenses, including reasonable fees and disbursements of accountants or attorneys.

“Post-Convention Period” means the period from 8:01 a.m. Local Time on Friday, September 7, 2012 through and including 11:59 p.m. Local Time on September 28, 2012.

“Subcontractor” means any subcontractor to a Contractor, at any tier.

“Unlimited Access Period” means the period from and including 8:00 A.M. Local Time on July 14, 2012 through and including 8:00 a.m. Local Time on the day following the last day on which Convention proceedings take place.

### 3. GENERAL OBLIGATIONS OF THE HOST COMMITTEE

3.1. Nature of Obligations. The Host Committee acknowledges and agrees that, pursuant to the Presidential Election Campaign Fund Act, 2 U.S.C. §§ 9008 *et seq.*, and the regulations of the Federal Election Commission (“FEC”), 11 C.F.R. Part 9008: the DNCC is prohibited from spending in excess of the amount of public funding for the Convention to which the DNCC is entitled thereunder; that such amount is required and has been committed by the DNCC for Convention expenses other than for the facilities, equipment, goods and services provided for in this Agreement; that neither the DNCC nor the DNC may supplement such amount for Convention expenses; and that the Host Committee is entitled to make expenditures for facilities, equipment, goods and services in connection with the Convention, including the facilities, equipment, goods and services to be provided or caused to be provided by the Host Committee to the DNCC as set forth herein.

3.2. Status and Powers. The Host Committee represents that it is a committee meeting the requirements of 11 C.F.R. § 9008.52, authorized and able to perform the obligations and provide the convention related facilities and services in accordance with 11 C.F.R. § 9008.52. Committee for Charlotte 2012 claims exemption from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended and agrees promptly to apply to the Internal Revenue Service for recognition of its tax-exempt status. Charlotte DNC Host Committee claims exemption from taxation under section 501(c)(6) of the Internal Revenue Code of 1986 as amended. The DNCC acknowledges and agrees that the Host Committee may secure cash and in-kind donations that the Host Committee may use in meeting its obligations hereunder, subject to the terms and conditions of this Article 3, the guidelines and policies of Exhibit D hereto, and FEC regulations.

#### 3.3. Financial Commitment.

3.3.1. Budget. Subject to the provisions of this section 3.3, the Host Committee hereby agrees to expend such amounts as are necessary to fulfill all of its obligations under this Agreement. It is the present expectation of the parties that the Host Committee shall be able to meet its obligations hereunder through the expenditure of the amounts or the acquisition of in-kind donations, for each line item listed therein, set forth in Exhibit B hereto (hereinafter referred to as the “Host Committee Budget”). The Host Committee Budget does not include any amount the Host Committee may expend solely for Host Committee overhead and operational expenses. In no event may the Host Committee expend funds from the Host Committee Budget to cover any costs related to the Host Committee’s overhead and operations. The Host Committee Budget also does not include expenses for events not covered in the Host Committee Budget



(such as a community service project to be conducted during the Convention Period), nor does it include amounts for certain hospitality events and activities that may be sponsored by the Host Committee or another entity. Other than the contingent obligations of the Host Committee contained in this Agreement, and any additional amounts agreed to by the Host Committee, the Host Committee shall not be obligated to expend funds in excess of the Host Committee Budget.

3.3.2. Cash Fundraising Commitment.

3.3.2.1. It is understood and agreed that the Host Committee will be required, subject to the policies and guidelines set out in Exhibit D, to raise, in private monetary donations, and as permitted by 11 C.F.R. § 9008.52, the amount of thirty six million six hundred fifty thousand dollars (\$36,650,000), in order to fulfill its obligations under this Agreement ("Anticipated Net Cash Requirement").

3.3.2.2. The Host Committee shall maintain all monetary donations to the Host Committee to be used for meeting the obligations of the Host Committee hereunder, and in accordance with the Host Committee Budget, in a separate bank account, and shall expend such funds solely for the purpose of making expenditures required by this Agreement, for the provision of Convention-related equipment, goods, facilities and services to or on behalf of the DNCC as set forth in Exhibit B hereto solely at the direction of the DNCC. No monetary donations to Host Committee shall be co-mingled with any funds for the Host Committee's overhead and operations expenses, which shall be maintained in a different bank account, separate and apart from the bank account for the Host Committee Budget.

3.3.2.3. Letters of credit. To guarantee the availability of funds needed by the Host Committee to meet its obligations hereunder, the Host Committee will obtain, within ten (10) days of this Agreement, irrevocable, standby letters of credit, denominated in U.S. dollars, commitments for which are attached hereto as Exhibit C (collectively, the "Letters of Credit" and each, a "Letter of Credit"), issued by federally chartered depository institutions, and effective until December 31, 2012, in an amount totaling no less than ten million dollars (\$10,000,000), with each letter of credit naming the Host Committee as beneficiary and granting the DNCC the right to draw under the Letters of Credit, with funds payable to the Host Committee. In the event that--

(a) the Host Committee has not received, in the aggregate, in deposited monetary contributions, at least the amounts designated by the DNCC, on or before the dates designated by the DNCC;

and

(b) the Host Committee has insufficient uncommitted cash on hand to pay for any item of goods, facilities, equipment or services required to be provided under this Agreement, at the time such payment is required to be made, the Host Committee shall immediately notify the DNCC. The DNCC and the Host Committee shall then mutually consult to determine whether the Host Committee has sufficient uncommitted cash on hand to make such payment. If during such consultation, the Host Committee is unable to demonstrate that it has sufficient cash on hand immediately to make such payment, then the Host Committee shall have

an additional seven (7) days to obtain the funds necessary to make such payment. If the Host Committee is unable to obtain the necessary funds by close of business on the seventh day, then, no earlier than 9:00 a.m. Local Time on the second business day following such seventh day, the DNCC may draw under the Letters of Credit, up to the amount equal to the difference (if positive) between: (x) the aggregate amount required to be expended by the Host Committee, at that time, for the item or items of goods, facilities, equipment or services required to be provided by the Host Committee under this Agreement, *minus* (y) the Host Committee uncommitted cash on hand (any such amount, a "Shortfall"). Each Letter of Credit shall be drawn in an amount equaling the total amount of the Shortfall. The Letters of Credit may be drawn by the DNCC against presentation of a sight draft in the amount of the Shortfall.

Each additional Letter of Credit to be opened under this section 3.3.2.3 shall be in form and substance satisfactory to the DNCC. Without limiting the Host Committee's obligations under this section 3.3.2.3, the Host Committee shall timely deliver to any Letter of Credit issuer: (i) an application completed to the satisfaction of the Letter of Credit issuer, together with the proposed form of the Letter of Credit (which, in all respects, will comply with the applicable requirements of the Letter of Credit Agreement to which it pertains), and (ii) such other documents related to the Letter of Credit that the Letter of Credit issuer then requires. The Host Committee shall also provide such collateral or other assurances of reimbursement as the Letter of Credit issuer may require in order to issue the requested Letter of Credit.

3.3.2.4. Screening of donations. The Host Committee shall screen monetary and in-kind donations to the Host Committee for legality (including compliance with 11 C.F.R. §§9008.52 and 9008.53), appropriateness and compliance with the policies and guidelines attached hereto as Exhibit D.

3.3.2.5. Reporting. For each calendar month occurring during the term of this Agreement, the Host Committee shall prepare and submit to the DNCC, within fifteen (15) days after the last day of each month, a detailed written statement itemizing

(a) All receipts by the Host Committee during each month of private monetary donations, private in-kind donations and public funds (including name of donor and date and amount of contribution); and

(b) All disbursements of all funds expended hereunder (or in the case of in-kind donations, charges to the budget in respect of such donations), itemizing date, amount and purpose of disbursement.

The Host Committee shall also provide to the DNCC copies of the Host Committee's financial statements and account balances of all its bank accounts during each month within fifteen (15) days after the last day of each month.

#### 3.4. Budget Transfers.

3.4.1. Transferable Items. It is understood and agreed that certain line items of expenditures are shown in Exhibit B as being those for which amounts are "Transferable." When goods or services are purchased for amounts less than the amount budgeted for such line

item, the DNCC shall have the right to: transfer, from the amount budgeted for such line item, an amount up to the difference between the budgeted amount and the amount so spent; to reallocate such transferred amount to any other budget line item, whether designated as "Transferable" or "Nontransferable;" and to require that such transferred and re-allocated amount be expended in such other budget line item, subject to the provisions of section 3.4.2, in the case of a "Nontransferable" line item. To that end:

(a) Exhibit B shall be revised to account for each such proposed transfer by reducing the line item from which the transfer is made and increasing the line item into which the transfer is made, and such revision will be reviewed and discussed by the DNCC with the Host Committee, before any such transfer is made;

(b) It is understood and agreed that, at any time, in the event that the expenditure by the Host Committee in any budget line item whether designated as "Transferable" or "Nontransferable," to meet otherwise agreed requirements and specifications would exceed the amount budgeted for such line item in Exhibit B, the DNCC shall either (i) agree to transfer from uncommitted and available amounts in other budget line items which are "Transferable" an amount sufficient to cover such excess or (ii) agree to modify such requirements and specifications so that the expenditure will not exceed the amount budgeted therefore; and

(c) Except as otherwise expressly provided in section 3.3.1., the DNCC and the Host Committee shall cooperate in the ongoing revision and implementation of the Host Committee Budget to ensure that the Host Committee is able to meet all of its obligations within the Anticipated Net Cash Requirement.

3.4.2. Nontransferable Items. Certain line items of expenditures are shown in Exhibit B as being those for which amounts are "Nontransferable." If the Host Committee has purchased goods or services for less than the amount budgeted for such "Nontransferable" line item to provide goods or services in that line item meeting the agreed requirements or specifications therefore, the DNCC shall have no right to transfer or cause the Host Committee to expend or make any other particular disposition within the budget in an amount equal to the difference between the amount expended and the budgeted amount.

3.5. Charges of monetary disbursements to the budget. For purposes of determining the extent to which any amount set forth in any line item of Exhibit B has been expended by the Host Committee in the form of a monetary disbursement, there shall be included and considered only the monetary amount actually disbursed by the Host Committee, after express written approval by the DNCC, in providing or purchasing goods, facilities and services in accordance with the terms and conditions of this Agreement. There shall be excluded from such monetary amount any compensation of or benefits to any City or Host Committee employees not directly engaged in the provision of services to be provided hereunder, benefits to such employees, rental of offices for use by City or Host Committee employees, utilities, furnishings, equipment and supplies for such offices, depreciation of facilities and buildings to the City or the Host Committee, accounting and legal services to or for the benefit of the City or the Host Committee, interest, fines, penalties, contributions, taxes or any other amount for overhead incurred by or profit to the City or the Host Committee, or any goods, facilities, equipment or services not

required or called for under this Agreement, except as otherwise expressly approved in writing by the DNCC.

3.6. In-kind donations.

3.6.1. The obligations of the Host Committee as listed under Exhibit B to provide goods, facilities, equipment and services hereunder may be met by the provision of facilities, goods, equipment or services contributed by other parties to the Host Committee, in accordance with applicable laws and regulations, including 11 C.F.R. §§ 9008.52 and 9008.53, and the policies and guidelines outlined in Exhibit D. To the extent any item included in a budget category and listed in Exhibit B as requiring the expenditure of "cash" is furnished through the provision of an in-kind donation which is accepted and approved by the DNCC in accordance with the terms of section 3.6.2, the amount of cash budgeted for such item shall be reduced by the fair market value of the in-kind donation, valued in accordance with section 3.6.3 hereof. In that case, the Anticipate Net Cash Requirement shall be decreased accordingly.

3.6.2. No item of goods, facilities, equipment or services obtained in-kind by the Host Committee shall be considered to meet the obligation of the Host Committee to provide such item under Exhibit B of this Agreement unless the DNCC expressly approves in writing the use of such goods, facilities, equipment or services to meet such obligation; agrees that the provision of such goods, facilities, equipment or services meets such obligation with respect to such item; and agrees to the valuation of such item in accordance with section 3.6.3 hereof. The DNCC's approval and agreement shall be based upon the requirements set forth in this Agreement for each such item, and such other specifications as DNCC may reasonably prescribe to define further those requirements.

3.6.3. Any goods, services, equipment or facilities constituting in-kind donation shall be valued at their fair market value, provided that:

(a) Standard reductions or discounts, as defined in 11 C.F.R. § 9008.9, regardless of whether the same are provided to the DNCC directly or solicited or accepted by the Host Committee, shall not be treated as or considered to be in-kind donations, and the value of any such reduction or discount shall not be considered as having been expended by the Host Committee under or for purposes of Exhibit B.

(b) The following shall not be treated as or considered to be in-kind donations and their value shall not be considered as having been expended by the Host Committee under or for purposes of Exhibit B: any compensation of or benefits to City or Host Committee employees not directly engaged in the provision of services to be provided hereunder, benefits to such employees, rental of offices for use by City or Host Committee employees, utilities, furnishings, equipment and supplies for such offices, depreciation of facilities and buildings to the City or Host Committee, accounting and legal services to or for the benefit of the City or Host Committee, interest, fines, penalties, contributions, taxes or any other amount for overhead incurred by or profit to the City or Host Committee; or any goods, facilities, equipment or services not required or called for under this Agreement, unless otherwise expressly agreed to in writing by the DNCC.

3.6.4. Notwithstanding any provision of this Agreement to the contrary, in no event shall the valuation of any in-kind donation be deemed as having caused the expenditure by the Host Committee for any line item of Exhibit B to exceed the amount of such line item so as to require the transfer by the DNCC of budgeted amounts from any other line item or so as to otherwise reduce the amount the Host Committee is required to expend for all other line items of Exhibit B.

3.6.5. In the event that the obligations of the Host Committee to provide any category of goods, services, equipment or facilities described in Exhibit B have been fully met through the provision of an in-kind donation or donations and the total fair market value of such good or service is less than the amount of the line item under Exhibit B, such difference shall be deemed "Transferable" under or for purposes of section 3.4.1.

3.6.6. Treatment of charge-backs and refunds. It is understood and agreed that the amounts set forth for each line item of Exhibit B are net of any amount received by the Host Committee from any person or entity by way of a charge-back, offset or refund of an amount the Host Committee would otherwise be required to expend to meet its obligations hereunder. Any such charge-back, offset or refund shall not affect the obligations of the Host Committee to make expenditures as otherwise required under this Agreement.

3.7. Procurement of goods, services and facilities by the Host Committee.

3.7.1. Procurement method. The DNCC, in consultation with the Host Committee, shall have the sole right to determine the appropriate procurement method for the goods, services, equipment and facilities to be acquired hereunder through any monetary disbursement by the Host Committee. Such procurement method shall explicitly provide that the Host Committee may not make any expenditure to meet the obligations of this agreement without the written approval of the DNCC.

3.7.2. Contractor solicitation. For all contracts for goods, services, equipment or facilities to be provided by the Host Committee hereunder and for which bids shall be sought, the bid list shall be prepared by the DNCC, provided that the Host Committee and Arena Company may provide the DNCC with a list of potential contractors.

3.7.3. Contractor selection. For all contracts, the DNCC shall select the Contractor in its sole discretion. Any amount that the Host Committee is required to expend by reason of such selection shall be counted and treated as an expenditure by the Host Committee under and for purposes of this Article 3.

3.7.4. Contracting requirements. The DNCC shall prepare the terms, plans and specifications constituting the statement or scope of work for or in respect of any contract, and shall prepare the drafts of all contracts, for goods, services, equipment or facilities to be procured by the Host Committee to meet its obligations hereunder. The DNCC and the Host Committee shall jointly negotiate all such contracts. All contracts between the Host Committee and any Contractor shall be in writing and no such contract shall be executed by the Host Committee unless that contract shall have first been expressly approved in writing by the DNCC. The Host Committee agrees to respond within seven (7) calendar days from the day the DNCC submits

such contract for approval with an executed contract or specific objections in writing. The DNCC will discuss with the Host Committee any specific written objections within seven (7) calendar days from the day the DNCC receives specific objections in writing.

3.7.5. Disposition of equipment and risk management. The DNCC, the City and the Host Committee shall mutually develop a risk management and property disposition program with respect to all personal property and equipment obtained or provided for the use of the DNCC by the Host Committee under this Agreement, for the purpose of ensuring that all such property and equipment is returned to the Host Committee in good condition, normal wear and tear excepted; is otherwise disposed of as mutually determined by the DNCC and Host Committee; or, to the extent such equipment and/or property has been lost or stolen, the Host Committee is compensated through insurance cover.

3.8. Budget Management. The DNCC and the Host Committee agree to establish procedures for regularly reviewing the Host Committee Budget and to work collaboratively to identify possibilities for cost-savings in order to reduce the overall cost of the Convention and the Host Committee's obligations hereunder. The DNCC and the Host Committee both seek to deliver the Convention minimizing expenditures as much as possible.

#### **4. GENERAL OBLIGATIONS OF THE CITY**

4.1. City of Charlotte Obligations. Except as specifically provided in this Agreement, the City shall not be obligated to any party hereto to provide any goods, facilities, or services, or to expend any amount for the provision of such goods, facilities, or services. It is contemplated that any amounts required to be expended by the City for security under this Article 4 in excess of amounts that would normally and commonly be expended to provide for security of this nature as reasonably determined by the City ("Excess Security Costs"), will be funded through new grants from the United States Government and/or the State of North Carolina. To the extent that any Excess Security Costs are not funded through such new grants, the Host Committee shall be obligated to defray those Excess Security Costs.

4.2. Permits. The City hereby agrees to expedite the review and approval process for any and all permits, variances, licenses or other approvals to the extent necessary to permit the construction, installation, demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention to be completed in accordance with the schedules and deadlines specifically set forth in, or otherwise contemplated by, this Agreement or the Arena License Agreement. The City shall designate an appropriate City official to serve as principal point of contact for the DNCC, Arena Company and the Host Committee with respect to such permitting matters.

4.3. Security Plan. During the Convention Period and Post-Convention Period, the City will provide police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area as designated in a security plan developed by the City in cooperation with the U.S. Department of Homeland Security and its subsidiary agencies and divisions, including the U.S. Secret Service, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNCC, Arena

Company and the Host Committee ("Security Plan"). The City will provide such personnel in sufficient numbers and manner as are needed, as set forth in the Security Plan, to keep order and provide for the safety of all persons at the Convention Facilities and attending Convention-related activities in the Metropolitan Area. The City specifically agrees to increase its usual complement of such personnel or enter into such inter-jurisdictional mutual assistance arrangements pursuant to the Security Plan. Without limiting the generality of the foregoing, the City shall, during the Convention Period provide:

- (a) police escorts for all DNCC personnel delivering credentials to state delegations at their respective hotels;
- (b) armed security patrols for each of the Convention Offices from the date each such office is open for operations through and including the last day of the Convention Period;
- (c) armed security patrols for any parking lot or transportation staging area in which DNCC-owned or operated vehicles are stored in bulk, throughout the period of such storage;
- (d) security at the Headquarters Hotels and other Convention-related hotels in the Metropolitan Area, during the Convention Period; and
- (e) special security protection for delegates and other dignitaries to be identified in accordance with the Security Plan.

4.4. Equipment. As part of and as provided in the Security Plan, the City agrees to provide installation and operation of magnetometers, hand scanners, package scanners/x-ray machines and such other equipment as may be indicated, in accordance with reasonable and customary industry standards, to secure properly all agreed points of entry to the Convention Facilities, and personnel necessary to set up, operate and maintain these systems, sufficient to provide for the orderly and expeditious ingress and egress of all Convention attendees into the Convention Facilities, during the Convention Period and during a period of time prior to the Convention Period as shall be provided in the Security Plan.

4.5. Fire and EMS. During the Convention Period and at other times as may be set forth in the Security Plan, the City shall provide fire fighting and emergency medical services as reasonably necessary.

4.6. Public streets and walks. During the Convention Period and at other times as may be set forth in the Security Plan, the City shall restrict to exclusive use of the DNCC and such other persons as the DNCC alone may authorize, such streets and sidewalks as may be designated in the Security Plan for purposes of protecting public safety and facilitating transportation flow. The City shall erect and place such fences and other barricades when and as may be provided in the Security Plan.

4.7. Demonstration area. To the extent permitted by law, the City shall provide security for an appropriate demonstration area within appropriate proximity of the Licensed

Premises and shall be responsible for scheduling and issuing any required permits for all activity to take place within such demonstration area, in accordance with the Security Plan.

4.8. Security liaison. The City shall designate and provide a high ranking law enforcement officer (or officers) to plan and supervise all such security services, to serve as liaison to the Host Committee, the DNCC, and Arena Company personnel, to cooperate with the United States Department of Homeland Security (and its subsidiary divisions and agencies, including the U.S. Secret Service) and such other federal, state and local law enforcement and emergency services agencies as may be involved in developing and implementing the Security Plan, and to coordinate with such security personnel as the Host Committee, Arena Company or the DNCC may provide within and without the Convention Facilities. The City-designated officer (or officers) shall be available on a 24 hour basis, seven days a week, by cellular telephone, beginning on February 27, 2012.

4.9. Transportation liaison and planning. The City will assign an appropriate City official or consultant to assist in planning, coordinating and implementing all transportation services and to serve as liaison with DNCC, Host Committee, and Arena Company personnel commencing on the date of execution of this Agreement. The City shall assign such additional personnel as are reasonably required to help plan and implement the provision of the transportation services contemplated in this Agreement, and to help design plans for overall transportation coordination during the Convention.

4.10. Cooperation and Assistance Agreement. Given that other municipalities, counties, and/or state agencies and entities will likely be involved in the delivery and fulfillment of the City's obligations under the Agreement, the City shall prepare, in consultation with the Host Committee and the DNCC, a cooperation and assistance agreement, subject to approval of the DNCC, to be entered into by the City and such other municipalities, counties, agencies and other entities necessary to accomplish these obligations ("City Cooperation and Assistance Agreement"). The City Cooperation and Assistance Agreement shall confirm that the signatories will cooperate and assist the City as necessary in fulfilling its obligations, including but not limited to the expediting of permits set forth in Paragraph 4.2. The City Cooperation and Assistance Agreement shall be executed no later than 60 days after the signing of this Agreement.

4.11. Funding. The City's obligations under this Article 4 are undertaken with the expectation that funding for such activities will be provided by the United States Department of Homeland Security or another agency of the United States Government. In the event that no United States Government funding is made available to the City under Article 4, any costs and obligations for funding of the City obligations under Article 4 will be paid by the Host Committee.

## **5. HOST COMMITTEE SECURITY AND TRANSPORTATION OBLIGATIONS**

5.1 The Host Committee shall provide private security within the Licensed Premises to assist in securing property, equipment, and supplies during the Unlimited Access Period and Post-Convention Period.



5.2. The Host Committee shall provide an adequate number of safes or secured storage facilities for DNCC equipment at the Convention Offices and within the Licensed Premises, as determined necessary by the DNCC in its sole discretion.

5.3. The Host Committee will provide (i) a central station monitored alarm system and a photo identification/digital access control system for staff, visitors and volunteers, for access to each of the Convention Offices, which photo identification/digital access system shall be installed and fully operational three (3) business days prior to the date on which each such Convention Office shall be required to be available as provided in Article 11 hereof; and (ii) a package scanner or scanners as mutually determined and agreed with DNCC, for the Convention Offices, including at least one package scanner for the Headquarters Office described in section 11.1 hereof during the entire period of occupancy of such office.

5.4. Transportation Obligations. The Host Committee agrees to provide:

(a) During the period beginning on the third day prior to the first day of the Convention Period through and including the third day after the last day of the Convention Period, and for 24 hours a day during the Convention Period, the use of up to two hundred fifty (250) air conditioned buses preferably transit style lift equipped for access by persons with disabilities, and equipped with two-way radio/telephone service linked to a central dispatcher. Such buses shall be used to transport conveniently Convention attendees from the Airport and other airports in or near the Metropolitan Area to their housing accommodations and the Convention Facilities and to provide shuttle service among the Convention Facilities and hotel room accommodations; and shuttle service, during the Unlimited Access Period, for Convention staff between the Convention Offices and other Convention Facilities as needed. Such bus service shall be supplemented if necessary with accessible vans to the extent service for persons with disabilities is mutually deemed to be inadequate by the Host Committee and the DNCC;

(b) Exclusive use of up to fifty (50) vehicles and fuel, registration, parking, insurance and drivers for those vehicles, for up to twelve (12) months prior to the commencement of the Convention Period; and exclusive use of up to three hundred fifty (350) vehicles and fuel, registration, parking, insurance and drivers for those vehicles during the Unlimited Access Period; and

(c) Transportation for Convention attendees between any airport in the Metropolitan Area and the Convention hotels. The Host Committee shall contract with an existing shuttle company to provide up to seven thousand (7,000) round trip coupons to transport delegates, alternates and staff to and from the Airport. The coupons shall be valid for airport transportation during the period from and including August 29, 2012 through and including September 10, 2012;

(d) Public transportation vouchers to provide up to seven thousand (7,000) round trips within the Metropolitan Area for Convention attendees during the Convention Period.

## 6. LICENSES OF PREMISES AND FACILITIES

6.1. Arena License Agreement. In connection with this Master Contract, and subject to the specific terms and conditions set forth therein, the City, the DNCC, and the Host Committee are entering into the Arena License Agreement with CRVA and the Arena Company under which the DNCC is granted a limited license and privilege to use all areas of the building known as the Time Warner Cable Arena (the "Arena") and certain areas in and around the location, as set forth with specificity in the Arena License Agreement (the "Licensed Premises"). As also set forth with specificity in the Arena License Agreement, the Host Committee shall be responsible for and shall pay to Arena Company the licensing fee and all costs of the DNCC's use of the premises and shall provide all of the facilities and amenities set forth in the Arena Licensing Agreement as necessary for the operation of the Convention.

6.2. Convention Center.

6.2.1. In addition to the Arena discussed in the Arena License Agreement, the City and the Host Committee will provide, for the exclusive benefit and use of DNCC and the Host Committee, at no charge to the DNCC, during the period from and including Local Time, 12:01 a.m. Saturday, September 1, 2012 through and including 11:59 p.m. Saturday, September 8, 2012, the license and privilege to use, for the sole purpose of conducting the Convention, all of those areas of the building known as the convention center (the "Convention Center Licensed Premises") and all services, facilities, equipment and supplies normally furnished to those licensed to use such areas. DNCC shall have the right to assign such areas to other users in its sole discretion. The Convention Center Licensed Premises shall be provided rent free, provided that the Host Committee shall be responsible for and shall pay to the City or its designee all costs of the DNCC's use of the premises ("Event Costs"). The Event Costs shall be set forth with particularity in a separate license agreement, and include all labor costs to assemble and disassemble rooms, all food and beverage costs, and all costs for electrical and communications facilities required by the DNCC. Notwithstanding any assignment or sublicense of the DNCC's right to use areas of the Convention Center Licensed Premises to other users, the Host Committee shall remain liable to the City for all obligations hereunder and under any separate license agreements relating to such use.

6.2.2. Neither the Host Committee nor the DNCC shall alter or modify any structure or permanent fixture of or within the Convention Center Licensed Premises without the express prior written consent of the City. The Host Committee shall be responsible, at its own expense, for removing any furniture, equipment, and supplies, for cleaning the premises and otherwise for restoring the Convention Center to its condition as of the first day of the Convention Period.

6.3. Filings and Permits--Convention. The Host Committee shall have the responsibility to obtain and provide, at the sole expense of the Host Committee, all filings, permits and approvals from any federal, state or local governmental department or regulatory agency which may be required for the conduct of the Convention (except for building and construction or building permits). Each Contractor shall be responsible for obtaining and providing, at its sole cost and expense, all filings, permits and approvals from any federal, state or local governmental department or regulatory agency which may be required for any construction or other work to be performed by such Contractor.

## 7. MEDIA WORKSPACE STRUCTURE

7.1. Media Workspace. The Host Committee agrees to secure and obtain temporary building or buildings (the "Media Workspace") on space adjacent to the Arena, to be determined by the DNCC, for the use of the media, in accordance with the following requirements and otherwise in accordance with specifications to be developed by the DNCC, in consultation with the Host Committee and Arena Company. The Media Workspace shall be ready for occupancy and use no later than 12:01 a.m. Local Time on August 20, 2012. Media Workspace shall be available to the DNCC and such persons as are authorized by the DNCC during the Unlimited Access Period and shall include:

- (a) minimum of two hundred thousand (200,000) rentable square feet of office space;
- (b) provision of electricity and other necessary utilities, water, restroom and kitchen facilities, trash removal, janitorial services, air conditioning and ventilation and char service at the levels normally provided for office tenants of a commercial office building;
- (c) lighting adequate for work of the nature to be performed in the Media Workspace, of no less than 100 candle foot minimum;
- (d) hard walls and doors;
- (e) running water and restroom facilities reasonably adequate for the number of persons to be accommodated;
- (f) ease of access into and out of the Arena; and
- (g) wired and wireless voice and data connectivity and access to cable television service.

7.2. Buildout. The Host Committee hereby agrees to cause to be designed within the Media Workspace Premises, such temporary offices, work spaces, common areas and other facilities, including carpeting, and to provide such electrical distribution, wiring, supplemental air conditioning, ventilation and lighting, and other improvements, utilities and facilities, as are requested and specified by the DNCC (the "Media Workspace Buildout"), subject to Article 3 hereof.

7.2.1. All plans for any phase of the Media Workspace Buildout, and any change orders, shall include a requirement that the space on which the Media Workspace is located be restored to its condition in which such space was in at the commencement of the Unlimited Access Period, subject to subsequent deterioration from such condition due exclusively to ordinary wear and tear ("Media Workspace Lot Original Condition").

7.2.2. Immediately upon the conclusion of the Convention Period, the Host Committee shall cause to be commenced the work needed to restore the space on which the Media Workspace was located to the Media Workspace Lot Original Condition. The Host

Committee and the DNCC shall cooperate in the restoration work by causing the media representatives to vacate the Media Workspace and remove all of their property as soon as possible after the end of the Convention Period.

7.2.3. The development and approval of plans for the Media Workspace Buildout shall not require the approval of Arena Company.

7.3. Electrical power. The Host Committee will assume the costs of providing power distribution and power usage (including any applicable utility surcharges) as required for general use of the Media Workspace, beyond that normally provided by Arena Company through the phase panel made normally available to the space, during the periods of construction and other preparations prior to the Convention Period, during the Unlimited Access Period, and during the Convention Period and Post-Convention Period, and for air conditioning and for the cabling, communications and other electrical systems to be provided as contemplated herein.

7.4. Janitorial service. During the Unlimited Access Period, the Host Committee shall cause the Media Workspace to be cleaned as necessary to assure that all facilities, spaces and rooms in the Media Workspace are clean, presentable and in good order.

7.5. Directional signage. The Host Committee shall procure from a reputable exposition services provider and pay for such directional signage in or about the Media Workspace and the other Convention Facilities as the DNCC shall reasonably deem necessary.

7.6. Office keys. The Host Committee will provide and pay for up to thirty (30) sets of keys to the Media Workspace for use of DNCC staff during the time periods of use and occupancy by the DNCC as provided herein. The costs of any re-keying expenses shall be borne by the Host Committee.

## **8. PRODUCTION**

### **8.1. Executive producer.**

8.1.1. In the DNCC's discretion, the DNCC may require the Host Committee to enter a contract with an executive producer to be selected by the DNCC, providing that such executive producer shall contract and pay for the goods and services required under this Article 8. Such contract shall be drafted by the DNCC; be negotiated with the executive producer by the DNCC, with the final terms subject to approval of the Host Committee, such approval not to be unreasonably withheld; and provide for the executive producer to assume responsibility for arranging for and overseeing the provision of goods, equipment and services related to those production elements of the Convention for which the Host Committee is responsible under this Agreement. In the event that the DNCC submits such contract for approval to the Host Committee and the Host Committee fails to respond within seven (7) calendar days with an approval or specific objections, such contract shall be deemed approved. The contract shall provide that the responsibilities of the executive producer will include:

(a) preparing all production-related schedules for the Convention and coordinating overall scheduling of construction and production elements with the Host

Committee, the DNCC's production manager and hall manager, the Construction Manager and Arena Company's production liaison;

(b) working in consultation and coordination with the DNCC's production manager and hall manager (or the equivalent in DNCC personnel), the Construction Manager, Arena Company's production liaison and the electrical, mechanical or other Contractors regarding specifications for all elements set forth in Construction project line items and the Production category in Exhibit B;

(c) drafting requests for proposals for certain construction and production-related contracts, including contracts for design and construction of the podium, camera platforms, orchestra platforms and other sets and physical structures within the Licensed Premises, lighting, sound; and overseeing and implementing the selection of contractors for such contracts and the preparation of scope of work and other terms for such contracts;

(d) administering all such contracts in coordination with the DNCC production manager and hall manager, the Construction Manager and Arena Company's production liaison;

(e) preparing, tracking and monitoring budgets for all aspects of the production and construction projects elements set forth in Exhibit B;

(f) taking all necessary and appropriate steps to ensure that all labor requirements (including those imposed by collective bargaining or other agreements with labor unions) are met with respect to production and related construction operations;

(g) coordinating the operations and scheduling of Contractors and vendors to ensure that load-in, show operation and load-out are appropriately and efficiently coordinated; and

(h) supervising and overseeing operation of the production offices.

8.1.2. In the event that the DNCC requires the Host Committee to contract with an executive producer, the DNCC, the Host Committee and the executive producer shall agree on a production budget including all items of goods and services, the contracting and payment for which the executive producer shall be responsible. The Host Committee's contract with the executive producer shall provide for periodic payments by the Host Committee to the executive producer, in such amounts and at such times as shall be set forth in the contract, which amounts the executive producer shall use to pay Contractors with which the executive producer has contracted. The executive producer shall render a full accounting to the Host Committee of all amounts received and spent by the executive producer. In addition, the executive producer shall be responsible, under the contract, for providing all documentation reasonably required by the Host Committee to enable the Host Committee to comply with the terms and conditions of this Agreement and the regulations of the FEC and any other applicable laws. All contracts between the executive producer and Contractors shall be subject to the approval of the DNCC and the Host Committee. In the event that any such contract has been submitted to the Host Committee for approval and the Host Committee fails to respond within five (5) working days with approval

or specific objections, such contract shall be deemed approved by the Host Committee. The Host Committee's contract with the executive producer shall contain such other terms and conditions as may be mutually agreed among the DNCC, the Host Committee and the executive producer.

8.2 Production hardware and related services. The Host Committee agrees to pay or provide for the following items or services in accordance with requirements and specifications to be determined by the DNCC, subject to the provisions of Article 3. Notwithstanding the foregoing, the DNCC reserves the right to modify any of the specifications or requirements set forth below for any reason including to reflect advances in applicable technology and the executive producer's requirements.

- (a) a lighting system and the services of lighting consultants and a lighting designer to operate the system;
- (b) an audio system (including microphones at each delegation and all audio feeds) and the services of audio consultants and an audio designer to operate the system;
- (c) an in-house wireless communication system for use by production personnel;
- (d) a teleprompter system with captioning capabilities, and the services of consultants to design and operators to operate the system;
- (e) a LED, digital video or similar projector system, to be determined by the DNCC, and screens/monitors, and the services of consultants to design and operators to operate the system;
- (f) the design and construction of the podium, the podium backdrop or other podium effects (e.g., plasma wall) and related wiring and cabling, safety features such as sprinkler systems, HVAC conduits, rehearsal room podium and related facilities;
- (g) the use of digital high definition television cameras, video editing equipment, other video production equipment and cable systems and satellite uplink facilities (in addition to those permanently installed in the Arena) ;
- (h) photocopiers and scanners in accordance with the requirements and specifications to be determined by the DNCC; and
- (i) a minimum of five (5) large production copiers for the press information center located at the Convention Hall.

8.3. Production design. The Host Committee agrees to provide the following items or service in accordance with requirements and specifications to be determined by the DNCC, subject to the provisions of Article 3:

- (a) the services and related expenses of a production designer, who shall report to the management of the DNCC;

(b) the design, production, installation and removal of all flags, banners and other Convention decorations, within and directly outside the Convention Hall and any other convention-related facilities, all under the direction of the DNCC's production designer;

(c) a backstage wheelchair lift to the podium level and any other accommodations necessary to comply with the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.* (as amended from time to time, the "ADA");

(d) all items relating to production effects;

(e) all items related to the Convention's balloon or confetti drop(s);

(f) design, production, installation and removal of all delegation placards;

(g) design and construction of cameral platforms and writing press stands in accordance with DNCC requirements;

(h) design, construction and installation of electronic voting and communication stands in accordance with DNCC requirements; and

(i) all necessary production control personnel, including camera persons, grips, video control and tape operators, audio and video maintenance engineers, chyron operators, video and utility personnel, riggers, gaffers, property master and such other production assistants as may be required by applicable union rules and all applicable laws.

## 9. TECHNOLOGY

9.1. Computer networks. The Host Committee shall provide or purchase, and provide for the installation of, wireless and wired local area networks ("LANs") connecting users within the Convention Facilities and other locations designated by the DNCC and a wide area network connecting all such LANs with each other. The LANs must support open standard to enable multi-vendor connectivity and support all of the types of wireless-enabled devices to be provided hereunder; and have a minimum bandwidth of 100 MB/second. Subject to the provisions of Article 3 and Exhibit B hereof, the DNCC reserves the right to modify any of the specifications or requirements set forth in this Article 9 for any reason including to reflect advances in applicable technology between the date hereof and the time the systems and networks to be provided herein are installed.

9.1.1. Servers and/or cloud computing platforms must be accessible by laptops and must be capable of daily back-up; have redundancy sufficient to prevent any single point of failure from disabling normal network operations; recovery in four hours or less; and ability to administer enterprise systems and services.

9.1.2. Wide area network systems must link the Headquarters Office, the Licensed Premises, the Headquarters Hotel and all of the other Convention Offices with each other, with connections to the Internet and a virtual private network to allow DNCC staff to securely access DNCC technology infrastructure features and services.

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9.1.3. Each of the Convention Offices shall be equipped with a modern structured cabling system with quad voice, data (2 voice/2 data) and a single CATV, utilizing a minimum of CAT 6 cable for all data cabling; and with all office wiring terminated on patch panel and a minimum bandwidth of 100 mb/second.

9.1.4. The Host Committee shall provide all required network installation personnel, wiring and cabling, warranty maintenance, surge suppressors and similar equipment and technical and maintenance support for all network systems and equipment, including all computers, peripheral and other devices and cabling and connectivity devices and elements.

9.2. Hardware and software items. The Host Committee shall provide or purchase the following items of hardware and software for inclusion and use in the computer networks described in section 9.1 and otherwise for use by DNCC staff, in accordance with a schedule to be determined by the DNCC that shall reasonably reflect the incremental build-up of staff and workflow; provided that, no less than ten (10) percent of the minimum number of items required in each category shall be available for the Headquarters Office as of the date such Headquarters Office is required to be available hereunder:

(a) a minimum of eight hundred (800) notebook computers and tablet computers - a combination of Apple/MAC and PC , as determined by the DNCC, meeting current industry standards, featuring the latest available Intel microprocessors with a minimum of hard drive; RAM memory; CD-RW/CD-ROM drive; DVD-R drive; mainstream graphics card; analog PC/TV receiver; NIC; speakers; USB 2.0 ports; mouse, keyboard; and wireless networking cards;; extra batteries, carrying cases and virtual private network to provide secure network; internet and e-mail access via remote location; port replicator for office docking; lock and key;

(b) a sufficient number of servers as designated by the DNCC, server software, racks, cabling and power uninterruptible power supply (UPS) needed to deploy and support Convention activities.

(c) a minimum of one hundred fifty (150) black and white laser printers that are network enabled; capable of printing forty (40) pages per minute; support multiple paper sizes; duplex; and support widely used print languages.

(d) a minimum of one hundred (100) color printers with 24 bit color resolution; network enabled; capable of printing twenty (20) pages per minute; supporting multiple paper sizes; presentation quality output; duplex; and supporting widely used print languages.

(e) a minimum of one hundred (100) photocopiers that are network-enabled; capable of printing fifty five (55) pages per minute; support multiple paper sizes; and of collating, stapling and 2-sided printing, and equipped with network scanner, faxing and e-mailing functionality.

(f) a minimum of twenty (20) scanners meeting the following minimum specifications: 1200 dpiX2400 dpi resolution; 24 bit color; 8.5"X11" document size; 20-age



document feeder; and USB 2.0 compatible.

(g) a minimum of twenty (20) digital cameras meeting the following minimum specifications: 8 megapixel resolution; SD memory storage; LCD display; 10X optical zoom; and USB compatible.

(h) adaptive equipment to accommodate persons with disabilities, in accordance with specifications to be provided by the DNCC, including Braille printers and large print capability and a closed circuit reading system;

(i) a minimum of ten (10) LCD projectors with no less than 2000 ANSI lumens and weighing no more than five (5) pounds, with five (5) portable anchor speakers with stands and five (5) portable projection screens;

(j) adaptive software with current industry standards, including latest versions of business enterprise software with the following functionality at a minimum: file sharing, word processing, spreadsheets, presentations, databases, email/contact management/calendaring, web browsing, instant messenger, project management, visual diagrams, accounting, author/editing audio video and picture, all with proper licenses for up to three thousand (3,000) end-users and documentation;

(k) server or cloud based email system, document sharing and real-time collaboration. Email system will wireless sync with mobile devices and allow users to access email from multiple sources (browsers, mobile phones, MAC & PC, etc)

(l) onsite based Active directory, domain controller and online database and workflow management system.

(m) adaptive software for persons with disabilities;

(n) a computer aided design system with the capacity to serve at least thirty (30) workstations, at the Headquarters Office at least nine (9) months prior to the first day of the Convention Period;

(o) electronic wire services and information sources as reasonably specified by the DNCC;

(p) Robust high speed Internet LAN systems, available on all computers to be provided under this Article 9, and available at the Headquarters Office on the date such office is to be made available under section 11.1 hereof;

(q) a proprietary software program for a voting system for use in the Convention Hall, including terminals in each delegation seating area, which will allow for communications among delegations and between each state delegation and the podium, including all necessary hardware and software, including features at each terminal permitting use by persons with disabilities, which system must be operational, de-bugged and beta tested on or before May 18, 2012;

(r) a software program for a credentialing distribution system, including all necessary hardware and technical support staff, which system must be operational, de-bugged and beta tested on or before May 18, 2012, and which must meet specifications determined by the DNCC;

(s) all necessary software and hardware to provide the DNCC with an advance and complete online presence including a website, at minimum web 2.0, advance content management system (CMS) bulk e-mailer, blogs, interactive online communications tools, and various multimedia resources with the capability of hosting, content delivery, and streaming a variety of video, audio, html5/flash animation and other interactive and multimedia elements as the DNCC determines necessary;

(t) short Message Service or text service, and mobile applications to provide updates and communicate with the public

(u) software program for providing daily network server back-up, anti-virus protection,

(v) advanced tools, appliances, systems and support personal to provide cyber security protection (including but not limited to network intrusion detection, firewalls, log and system reviewing tools, auditing; other tools);

(w) a software program providing a "helpdesk" ticketing system, asset management and all required helpdesk personnel for assisting and responding to end-users and technical problems;

(x) a Human Resources software program to collect and manage employee, personnel or staff information; and

(y) multimedia editing software and equipment for video, audio and picture.

9.3. The Host Committee shall provide color High Definition television monitors, plasma/LCD/LED television monitors, and use of audiovisual equipment in such quantities and of such types as are determined by the DNCC, including subscriptions to cable television service, for use inside the Convention Hall.

9.4. The Host Committee shall provide a minimum of seventy (70) computers for the voting system for use in the Convention Hall.

9.5. The Host Committee shall provide technical support staff/contactors agreed upon by the DNCC fifty two (52) weeks prior to the Convention Period. These staff will trouble shoot tier 1 and tier 2 level issues.

## **10. COMMUNICATIONS**

10.1 Communications system. The Host Committee shall provide a Communications system including such features as requested by the DNCC and otherwise meeting specifications to be established by the DNCC, and including the following elements:

(a) a central private branch exchange using Voice of Internet Protocol (VoIP) for a minimum of three hundred (300) stations at the headquarter and overall two thousand (2,000) lines meeting the following minimum specifications: caller ID; hold, speaker phone; conference call; multiple line access; voice mail; LCD display; plug and play installation provided that no fewer than twenty five (25) such lines shall be available and operational as of the first day the Headquarters Office is to be made available pursuant to section 11.1 hereof;

(b) a minimum of forty (40) conference room phones that meet the following minimum specifications: telephone switch/PBX ready; accessible; 360 degree room coverage; full duplex speaker; plug and play installation; optional extension microphones; multiple line access; and LCD display; and

(c) provision of all fiber, cable and wire distribution to make such communications system operable in accordance with the DNCC's requirements, including availability of installation and repair crew available to work overtime as needed.

10.2 Other facilities and services. The Host Committee shall provide the following additional items, at least ten percent of which shall be available to the DNCC at the Headquarters Office as of the first day such Headquarters Office is available pursuant to section 11.1 hereof:

(a) A minimum of twenty (20) fax machines that meet the following minimum specifications: switch network or dedicated analog (POTS) line; plain paper; laser printing; 1200 dpi resolution; 30 scans per minute scanner; 20 pages per minute laser printer; 50 sheet document feeder; legal and standard paper reservoir; caller ID; auto-dial, speed dial and programmed memory dial; and LCD display;

(b) A minimum of seven hundred (700) handheld wireless voice and data devices offering nationwide (voice/data/video) service; able to integrate with the DNCC's unified messaging system and enterprise email, calendaring, contacts, notes, and tasks; and meeting the following minimum specifications: 64 MB RAM; minimum 400 Mhz microprocessor; rechargeable battery, speaker phones and handsfree capable, Bluetooth; PC style keyboard; integrated camera, wireless sync with desktop/laptop applications; integrate with enterprise email client/unified messaging; and color graphical LCD screen with a minimal resolution of 320 x 320 color TFT;

(c) A minimum of one thousand five hundred (1500) two-way radios (with additional batteries and battery charger stations and meeting the following minimum specifications: proper FCC licensing; frequency management; four (4) mile outdoor range on radio; one hundred eighty thousand (180,000) sq. ft. or ten (10) floors of indoor range on radio; twenty seven (27) VHF business-exclusive frequencies; multi-channel operation with one hundred twenty (120) interference eliminator codes; scramble feature; voice-activated, hand-free operational operation and hand-free surveillance accessories; and

(d) a minimum of one hundred fifty (150) USB wireless aircards with unlimited secure national broadband.

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10.3. Wireless services reinforcement. The Host Committee shall cause no more than ten (10) areas, buildings or complexes designated by the DNCC to be reinforced by the Host Committee wireless voice, data and video service provider in order to ensure wireless devices are accessible at these locations.

10.4. Local and long-distance telephone service. The Host Committee shall provide or pay for local and long distance telephone service for the telephone systems located at the Convention Facilities.

10.5. Audio and video transmission. The Host Committee shall provide facilities and services to meet audio and video transmission requirements determined by the DNCC including satellite uplink and downlink, fiber (short and long-haul) and microwave transmission.

10.6. Satellite/cable television service. The Host Committee shall provide satellite and cable television facilities and services during the Convention Period, including the provision of an in-house feed of the Convention floor inside the Convention Hall.

10.7. RF frequency. The Host Committee shall provide RF Frequency coordination as requested by the DNCC and other meeting specifications to be established by the DNCC, including RF Frequency as may be necessary and utilized by media organizations during the Convention Period.

10.8. Spanish language services. The Host Committee shall provide or cause to have select DNCC website pages, DNCC press releases, and live Convention week programming translated and available in the Spanish language.

## 11. FACILITIES FOR DNCC OPERATIONS

The Host Committee shall provide or procure for the use of the DNCC the following facilities and services for officers, members, employees staff and volunteers of the DNCC and its affiliated organizations. The offices/spaces described in sections 11.1 through 11.6 below are referred to collectively in this Agreement as the "Convention Offices."

11.1. Headquarters Office space: A minimum of fifty thousand (50,000) rentable square feet of Class A office space to be located in a building in downtown Charlotte, which space shall be occupied exclusively by the DNCC, for use as the DNCC's Headquarters Office. Of that space, ten thousand (10,000) rentable square feet shall be available to the DNCC, built out and ready to occupy no later than May 1, 2011; and the remainder shall be available on a schedule to be mutually agreed by the Host Committee and the DNCC, contemplating use of all fifty thousand (50,000) square feet during the period from and including April 1, 2012 through the 30th day after the last day of the Convention Period, and use of up to five thousand (5,000) square feet from the 31st day after the last day of the Convention Period through and including October 31, 2012. The lease of such space must provide to the DNCC the right to use and occupy such space 24 hours a day, seven days a week.

11.1.1. The Host Committee will execute within thirty (30) days of the execution of this Agreement, with the owner of the space to be provided for the DNCC

Headquarters Offices, or such owner's agent, a term sheet for the lease of such space. The Host Committee shall have executed a complete and binding lease for all such space within sixty (60) days from the date of this Agreement.

11.1.2. The Host Committee shall cause to be constructed such buildouts and other modifications of the Headquarters Office as the DNCC reasonably determines necessary, subject to the provisions of Article 3 hereof, including electrical and network wiring upgrades, installation of voice and data connections, electrical outlets and supplemental electrical power if necessary.

11.2. Credentialing operations office: A minimum of six thousand (6,000) rentable square feet, at a location with ground floor street access, the location to be acceptable to the DNCC and convenient to the Arena and the Headquarters Office, and separate from the Headquarters Office, to serve as a credentialing operations office, to be available, fully built out and ready to occupy, no later than June 11, 2012 and available for occupancy through and including September 14, 2012. The Host Committee shall cause this space to be furnished and modified to serve the purposes contemplated in this section 11.2, including construction of teller counters, private offices, kitchen and restroom facilities and installation of an access control alarm system, and provision of a secured safe room for storage of credentials.

11.3. Transportation center office. The DNCC will identify a space within the Licensed Premises to serve as the DNCC transportation center. The Host Committee will supply two trailers that shall be equipped as provided in section 11.1.2 hereof, to be used during the period from and including August 6, 2012 through and including September 14, 2012. In addition to the buildout and facilities provided for in section 11.1.2 hereof, the Host Committee shall provide security fencing and other security features.

11.4. Airport transportation office and staging area. Modern office space of at least two thousand (2,000) square feet within the Airport, to develop the transportation plan and serve as the hub for the DNCC's greeting operation for arriving Convention participants. Such space shall be located inside the main terminal, outside of the secured area and be available exclusively for the use of the DNCC during the period from and including June 4, 2012 through and including September 10, 2012. Separately, the Host Committee shall provide at least one hundred thousand (100,000) square feet of parking space in close proximity to the Airport, for use as an airport transportation office and staging area, during the period from and including June 4, 2012 through and including September 28, 2012. The Host Committee shall supply two trailers on this space, with the facilities provided for in section 11.1.2 hereof, with security fencing and other security features, for use during that period.

11.5. Media Operations Office. Modern office space of at least seven thousand (7,000) rentable square feet separate from the Headquarters Office and Licensed Premises, to serve as the DNCC's media operations office (the "Media Operations Office"), during the period from and including August 15, 2012 through and including September 10, 2012. In addition to the facilities and buildout specified in section 11.1.2 hereof, such Media Operations Office shall include at least 8 separate, lockable rooms of approximately 900 square feet each for storage.

11.6. Headquarters Hotel Office. A minimum of ten thousand (10,000) square feet of

space within the Headquarters Hotel to serve as additional facilities for DNCC operations, during the period from and including August 20, 2012 through and including September 8, 2012. The Host Committee shall cause this space to be furnished for individual offices and war type room set ups as requested by the DNCC.

11.7 Access. The Convention Offices shall be available for use by DNCC staff 24 hours a day, seven days a week during the period in which each such office is to be available under this Article 11.

11.8 Commitment for Convention Offices. The Host Committee shall execute, within one hundred eighty (180) calendar days of the date of this Agreement, with the owner of each space to be used for a Convention Office, or such owner's agent, a term sheet for the lease of such space. The Host Committee shall have executed a complete and binding lease for each such space on or before April 1, 2011.

11.9. Buildout, utilities and facilities. The Host Committee shall cause to be constructed such buildouts and other modifications in each Convention Office as the DNCC shall reasonably determine are necessary. The Host Committee shall ensure that each Convention Office shall have connectivity to the DNCC wide area network, telephone service connected to and part of the DNC communications system and shall have wireless and wired voice and data connectivity, internet connectivity and cable television service. The Host Committee shall provide, for each Convention Office, during the period in which such office is to be available as provided in this Article 11, electricity, water, heating, ventilation and air conditioning available on a 24-hour basis, seven days per week; and janitorial service sufficient to ensure the consistent maintenance of a professional environment at all Convention Offices.

11.10 Parking spaces. Use of a minimum of seventy five (75) parking spaces, for use of DNCC staff, at or near the Convention Headquarters Office described in section 11.1 hereof and the credentialing office described in section 13.2 hereof, of which at least fifteen (15) spaces shall be available no later than June 4, 2012, and the remainder to be available on a schedule to be mutually agreed by the Host Committee and the DNCC beginning no later than June 25, 2012. Parking spaces shall be accessible 24 hours per day, seven days a week, with security and surveillance provided.

11.11 Equipment and supplies. The following items of equipment, facilities and supplies for use in the Convention Offices, in such quantities and of such types as requested by the DNCC; provided that an adequate amount of supplies for at least fifty (50) persons shall be available at the Headquarters Offices no later than the first day on which the Headquarters Office is to be made available to the DNCC pursuant to section 11.1 hereof:

(a) office furnishings and related items for at least five hundred (500) staff, at Convention Offices;

(b) office supplies for at least five hundred (500) staff, including signage, stationary, business cards, kitchen supplies and equipment;

(c) use of a modern, electronic postage meter and postage of at least \$25,000;

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- (d) an account with a local courier service, of at least \$10,000;
  - (e) an account with an overnight courier service, to be selected by the DNCC, with a minimum amount with value of \$15,000;
  - (f) voice, data, network structure cabling, cable television service and network in place no later than the first day on which the Headquarters Office is to be made available to the DNCC pursuant to section 11.1 hereof;
  - (g) a minimum of one hundred (100) color television monitors and use of audiovisual equipment, including subscriptions to cable television service, and plasma television monitors for use in conference rooms;
  - (h) subscriptions to newspapers, magazines and minority publications;
  - (i) availability of coffee, water and other standard office beverages and fully stocked vending machines;
  - (j) adequate connectivity, including high-capacity voice, data and wireless connectivity, at all Convention Offices, to support the systems and networks described in Article 9 above.

11.12. Transportation Passes. The Host Committee shall provide up to three hundred fifty (350) passes, for local subway and bus transportation, for use by DNCC staff, during the period beginning on the 60<sup>th</sup> day prior to the Convention Period through and including the last day of the Convention Period.

11.13. Recycling. The Host Committee shall involve all Convention Offices and other Convention operations in a recycling program acceptable to the DNCC.

12. SECTION 12 DELIBERATELY OMITTED

13. SECTION 13 DELIBERATELY OMITTED

14. HOTELS AND HOTEL RESERVATIONS SYSTEM

14.1. Hotel commitments. The DNCC and the Host Committee acknowledge that each hotel to be occupied by Convention attendees (the "Convention Hotels") has signed a letter of commitment with respect to room blocks, rates and other matters, which constitutes a contract between the DNCC and each such hotel. The Host Committee agrees that in the event that the room block or rates are modified to cause the DNCC to pay a higher price or lose a number of rooms, the Host Committee shall make up the difference, in a form of a credit or as otherwise determined by the DNCC, to the DNCC between the higher price or lower room count and the hotel's original commitment as stated in the hotel's letter of commitment. To the extent that further inspection of or completion of negotiations with hotels requires further travel by DNCC staff, the costs of such travel shall be paid by the Host Committee. The Host Committee shall be signatory to a contract to be concluded with owners of low cost accommodations such as college dormitories and the like. The Host Committee shall in good faith negotiate with owners of low

cost accommodations to contract bed or dorm rates at the price level in effect during the period beginning on the first semester occurring in calendar year 2012.

14.2. Reservations system. The Host Committee will make available a computerized, Internet-accessible, citywide system capable of being used for reserving rooms and suites, as well as meeting and function spaces, in all the Convention Hotels including low-cost housing accommodations, allowing guests to register by telephone, fax and on-line; providing the DNCC in-house access to the system in order to monitor the status of reservations. Any modifications required to make any existing computer program useable for these purposes shall be made at the expense of the Host Committee. The Host Committee shall arrange a bid for the selection of a provider of the reservation system.

## **15. HOSPITALITY FUNCTIONS BY THE HOST COMMITTEE**

15.1. Hospitality functions by the Host Committee. The Host Committee shall perform the functions and provide the services described below:

(a) sponsorship of a hospitality lounge and suites for news media personnel and a specialty press lounge during the Convention Period, including appropriate furnishings, long-distance telephone service, personal computers and light food and beverages;

(b) sponsorship of a hospitality lounge and suites during the Convention Period for dignitaries, diplomats and foreign honored guests, with appropriate furnishings, security, light food and beverage service and telephone service;

(c) sponsorship of a hospitality lounge and suites during the Convention Period for DNC, DNCC and Democratic Party and elected officials, with appropriate furnishings, security, light food and beverage service and telephone service;

(d) a stage, sound system, operator, and electrical power for a public demonstration area for groups and organizations exercising First Amendment rights (including general area lighting and temporary restroom facilities if necessary);

(e) subject to the DNCC's approval, produce and assemble and deliver twenty thousand (20,000) promotional packets or kits ("Delegate Welcome Packet") with appropriate shopping and promotional materials and samples, entertainment and shopping guides, and other appropriate materials or items that local businesses may wish to provide—such Delegate Welcome Packet does not include the Official Democratic National Convention Media Guide;

(f) recruit at least five hundred (500) able volunteers representing a cross-section of the Metropolitan Area available to work for the two months preceding the Convention Period and at least seven thousand (7,000) such volunteers available to work during the Convention Period, including up to two hundred (200) qualified volunteers to serve as motor pool drivers (with appropriate driver's licenses and other driving credentials) during the Convention Period, and hire senior-level coordinators of volunteers and adequate support staff, to be located primarily at the Convention Offices, to manage such volunteers;



(g) create and implement a plan by which lower-income/disadvantaged young adults in the community can participate in Convention support activities;

(h) rent or reserve major event facilities for use by the DNCC and other party organizations for receptions and similar events, as the Host Committee may deem desirable in its discretion.

(i) the Host Committee shall pay for the production of ten thousand (10,000) copies of the Official Democratic National Convention Media Guide which is entirely compiled by the DNCC;

(j) sponsor an internship program for college students;

(k) design, prepare and place such user-friendly, directional and informational signage, decorations and other materials throughout the Metropolitan Area, including the areas of, within and immediately adjacent to the Airport, the Headquarters Hotel, the host hotels, the Convention Offices and the Convention Facilities, upon the approval of the DNCC on such content and location;

(l) prepare and disseminate such other information services for guests as mutually agreed to by the Host Committee and the DNCC; and

(m) sponsor special events to be planned and implemented in consultation with the Host Committee and DNCC.

Such functions and services provided by the Host Committee shall not be sponsored or cosponsored by any incorporated entity without the express written approval of the DNCC.

15.2. Printed material. To the extent permitted by law, any printed material supplied by the Host Committee shall be provided by a firm or firms covered by union collective bargaining agreements.

15.3. Assistance with staff housing. The Host Committee will provide assistance in locating furnished housing (including handicap accessible housing), in proximity to the Licensed Premises and the Headquarters Office, for DNCC staff relocating to the Metropolitan Area.

## **16. PERSONS WITH DISABILITIES**

The Host Committee and, with respect to the Licensed Premises, Arena Company, shall endeavor in good faith to ensure that all of the Convention Facilities, transportation and communications services and other spaces, structures, services and facilities of whatsoever nature to be provided or procured by the Host Committee under this Agreement shall meet the applicable requirements of the ADA, and the applicable provisions of local laws, including the applicable building codes and other applicable provisions of the Constitution and Revised Statutes of the State of North Carolina. In the event that it is determined by an agency or court of competent jurisdiction, prior to or during the Convention Period, that any modification or

alteration to any of the Convention Facilities must be made to meet such requirements, the Host Committee shall be responsible for procuring such modification or alteration at its sole expense.

## **17. UNION LABOR**

17.1. Use of union labor. To the extent permitted by law, to the extent, if any, such labor is available in the region, and except as otherwise expressly agreed by the DNCC, all services, goods, equipment, supplies and materials to be provided or procured by the Host Committee hereunder shall be performed or supplied by firms covered by current union collective bargaining agreements with the unions which have jurisdiction for the work or services to be performed.

17.2. Labor agreement. The Host Committee agrees that it will, within sixty (60) days of the date of this Agreement, conclude and execute with unions of potential jurisdiction in the Charlotte metropolitan area, an agreement obligating the Host Committee to utilize firms employing or contracting with members of those unions to the maximum extent feasible and obligating the unions to refrain from supporting, participating in or sanctioning any strike, sympathy strike, walkout, work stoppage or other labor action that would interfere with or delay work necessary to put on the Convention, or engage in handbilling or picketing (including, but not limited to, informational picketing) at the Convention Facilities.

## **18. OUTREACH**

18.1. Outreach efforts. The Host Committee shall make every effort to identify and solicit bids from businesses of various sizes owned by minorities, women and persons with disabilities, as Contractors and as employees, involved in the performance of the responsibilities of the Host Committee hereunder. The Host Committee agrees to develop and implement a comprehensive community outreach plan within ninety (90) days of the execution of this Agreement.

18.2. Contracting goals. The Host Committee and the DNCC will aggressively work to ensure that of the aggregate dollar value of all contracts for goods, equipment, services and supplies entered into by the Host Committee pursuant to this Agreement, a significant portion will be awarded to minority-owned, women-owned, and persons with disabilities-owned business enterprises (each as categorized in accordance with the vendor directory prepared pursuant to Section 18.3), reflective of the substantial presence of such business enterprises in the Charlotte-Mecklenburg area. To accomplish this, the Host Committee will consult with appropriate representatives of the minority-owned, women-owned and persons with disabilities-owned business community to help determine the best way to accomplish these goals. The Host Committee agrees to develop and implement a comprehensive tracking system, and to provide monthly reports to the DNCC, to identify contracts awarded to businesses owned by minorities, women and persons with disabilities.

18.3. Vendor directory. Within sixty (60) days of the execution of this Agreement, the Host Committee will provide (if already prepared), or cause to be prepared, an on-line directory, for use by the DNCC and others obtaining goods, equipment, services and supplies in connection

with the Convention, which shall only include local businesses owned by minorities, women and persons with disabilities, and shall be updated quarterly beginning in January 2012.

## **19. INTELLECTUAL PROPERTY AND MERCHANDISING**

19.1. It is understood and agreed that, as among the DNCC, the City and the Host Committee, as between the DNCC and any Contractor to the Host Committee, and as between the DNCC and any Subcontractor, the DNCC shall have all copyright, trademark and other intellectual property rights in and to the Convention proceedings, the production of the Convention, all elements of the production of the Convention and of the design of the Convention Hall, and in and to the official Convention logo and any other designs or logos developed by or for the DNCC or any Contractor or Subcontractor, for use in connection with the Convention. All of the proceedings, designs, logos, works and marks referred to or described in the preceding sentence shall become and remain the exclusive property of the DNCC and, to the extent permitted by law, shall be deemed works for hire created for the DNCC for purposes of the Copyright Law of 1976; and all copyright and any other rights in and to such writings and materials shall belong to the DNCC. The Host Committee agrees to execute and deliver, and to require and cause its Contractors and Subcontractors to execute and deliver, any instrument of conveyance or any other instrument or document necessary to transfer all such rights to the DNCC. The DNCC agrees to negotiate in good faith with the Host Committee an agreement under which the Host Committee may use a design or logo referring to the Convention or incorporating elements of the official Convention logo, provided that such agreement may restrict the Host Committee's rights as may be reasonably necessary to protect the value of the intellectual property rights described in the first sentence of this Article 19. The DNCC agrees to negotiate in good faith with the City an agreement under which the City may use a design or logo referring to the Convention or incorporating elements of the official Convention logo for use in promoting Charlotte and for other governmental purposes.

19.2. The DNCC or its designee(s) shall have the sole and exclusive right to sell or otherwise distribute, throughout the world, any program or other publications, novelty or souvenir of or pertaining to the Democratic Party, the DNCC, DNC, or any of their affiliated organizations, the Convention, the attendees, or any candidate of the Democratic Party within the Licensed Premises. The Host Committee shall not, without the express prior written approval of the DNCC, sell, distribute, or promote any merchandise that would infringe or violate any exclusive copyright, trademark or other intellectual property right of the DNCC (or its exclusive licensee(s)).

## **20. LIABILITY, INDEMNIFICATION AND INSURANCE**

20.1. Indemnification of DNCC. The Host Committee agrees to defend, indemnify and hold harmless the DNCC, the Democratic Party, the DNC and their respective affiliates (including the DNC Executive Committee, 2012 Convention Technical Advisory Group and associated technical advisors, DNC Services Corporation and Democratic Properties Corporation), together with their respective directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (the "DNCC Indemnitees"), from and against any and all Losses which may be imposed upon, incurred by or asserted against the DNCC Indemnitees in any matter arising out of or related to:

(a) use of the Convention Facilities by the DNCC or any other person or entity using the Convention Facilities with the permission of or as the invitee, licensee or guest of the Host Committee, the City, Arena Company, the CRVA or the DNCC;

(b) performance by the Host Committee, Arena Company, CRVA, or the City of their respective obligations under this Agreement, the Arena License Agreement, or any agreements entered into by the Host Committee with Contractors, or by those Contractors with Subcontractors, or otherwise relating to performance under this Agreement or the Arena License Agreement;

(c) losses relating to equipment, personal property or supplies furnished to the DNCC by, at the expense of, or as an in-kind donation to or for the benefit of, the Host Committee, whether or not covered by insurance;

(d) any other acts or omissions of the City, the Host Committee, Arena Company, CRVA or their respective officers, managers, employees, agents, Contractors, other contractors, Subcontractors or vendors at any tier, or

(e) any other activities (including activities by any or all of the DNCC Indemnitees) contemplated by this Agreement or the Arena License Agreement;

The indemnity in this section 20.1 shall not extend to acts or omissions that are solely the result of gross negligence or willful misconduct of the DNCC Indemnitees.

20.2. Indemnification of City. The Host Committee agrees to defend, indemnify and hold harmless the City, together with the CRVA and their respective elected officials, officers, employees and agents (the "City Indemnitees"), from and against any and all Losses which may be imposed upon, incurred by or asserted against the City Indemnitees in any matter arising out of or related to:

(a) use of the Convention Facilities by the DNCC or any other person or entity using the Convention Facilities with the permission of or as the invitee, licensee or guest of the Host Committee, the City, CRVA, Arena Company, or the DNCC;

(b) performance by the Host Committee, , the Arena Company, the CRVA or the City of their respective obligations under this Agreement or the Arena License Agreement, or any agreements entered into by the Host Committee with Contractors, or by those Contractors with Subcontractors, or otherwise relating to performance under this Agreement or the Arena License Agreement;

(c) losses relating to equipment, personal property or supplies furnished to the DNCC by, at the expense of, or as an in-kind donation to or for the benefit of, the Host Committee, whether or not covered by insurance;

(d) any other activities (including activities by any or all of the City Indemnitees) contemplated by this Agreement or the Arena License Agreement;

The indemnity in this section 20.2 shall not extend to acts or omissions that are solely the result of gross negligence or willful misconduct of the City Indemnitees.

20.3 Host Committee Indemnification of the Arena Company. The Host Committee hereby agrees to indemnify, defend and hold harmless the Arena Company, and its respective directors, members, managers, officers, employees, agents, attorneys, volunteers, consultants, and consulting staff (the "Arena Indemnitees") from and against any and all Losses which may be imposed upon, incurred by or asserted against them in any matter arising out of or related to:

(a) the use of the Licensed Premises by the Host Committee and the DNCC in connection with the Convention (other than any Losses arising out of or related to any act or event described in Section 20.4(a) or 20.4(b));

(b) the breach by Host Committee of any of its covenants or representations and warranties under this Agreement or any related agreements entered into by Host Committee or to which the Host Committee and one or more of the City Indemnitees or the DNCC Indemnitees are otherwise bound; or

(c) the negligent act or omission or willful misconduct of Host Committee or its employees, agents, Contractors or invitees (including any personal injuries or death or any damage to property).

Notwithstanding anything in this section 20.3 to the contrary, Host Committee shall not be obligated to indemnify, defend or hold harmless the Arena Indemnitees, to the extent such Losses are caused by fraud, gross negligence or willful misconduct of the Arena Indemnitees.

20.4. Indemnification by Arena Company. As set forth in the Arena License Agreement, and subject to the waivers included in Sections 3.5, 6.3.3 and 10.11 thereof, the Arena Company agrees to indemnify, defend and hold harmless the City Indemnitees, the Host Committee, and its respective officers, directors, employees, invitees and agents, (the "Host Committee Indemnitees") and the DNCC Indemnitees, from and against any and all Losses which may be imposed upon, incurred by or asserted against them in any matter arising out of or related to:

(a) the breach by Arena Company of any of its covenants or representations and warranties under the Arena License Agreements or any related agreements entered into by Arena Company or to which the DNCC, the City, the Host Committee and Arena Company are otherwise bound; or

(b) the negligent act or omission or willful misconduct of Arena Company or its employees, agents, contractors or invitees (including any personal injuries or death or any damage to property).

Notwithstanding anything in this section 20.4 to the contrary, Arena Company shall not be obligated to indemnify, defend or hold harmless the DNCC Indemnitees, the City Indemnitees or the Host Committee on account of the consequences of any fraud, gross negligence or willful misconduct of the DNCC Indemnitees, the City Indemnitees or the Host Committee.

20.5. Indemnification by the DNCC. The DNCC hereby agrees to indemnify, defend and hold harmless the City Indemnitees, the Host Committee Indemnitees, and the Arena Indemnities from and against any and all Losses which may be imposed upon, incurred by or asserted against the City Indemnitees, the Host Committee Indemnitees or the Arena Indemnities in any matter arising out of or related to the performance or breach of the obligations and representations of the DNCC under this Master Contract, the Arena Licensing Agreement, or any related agreements entered into by the DNCC or to which the DNCC, the City, the Host Committee, CRVA and Arena Company are otherwise bound. Notwithstanding anything in this paragraph to the contrary, the DNCC shall not be obligated to indemnify, defend, or hold harmless the City Indemnitees, Host Committee Indemnitees or Arena Indemnities on account of the consequences of fraud, any negligence, or willful misconduct of the City Indemnitees, the Host Committee Indemnitees or the Arena Indemnities.

20.6. Limitation of liability. Neither the DNCC, the City nor the CRVA shall be liable to Arena Company for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder or under the Arena License Agreement, as to all of which Arena Company shall be entitled to have recourse only to the Host Committee and any insurance provided and any bonds posted hereunder or pursuant to the Arena License Agreement or the Construction Management Agreement. Arena Company shall not be liable to the City, the CRVA or to the DNCC for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder, as to all of which the City and the DNCC shall be entitled to have recourse only to the Host Committee and any insurance provided pursuant to this Arena License Agreement.

20.7. Limitation of liability to insurance limits. Excluding Losses arising from the breach of contractual obligations under this Agreement or the Arena License Agreement that are not covered by insurance (such as Restoration Work), no party shall be required to expend, in order to indemnify another party under or by virtue of any indemnity set forth in this Article 20, in excess of the limits and coverages of the insurance policies, of which such indemnifying party is beneficiary, named insured or loss payee under section 20.6, except that the Host Committee shall be liable to indemnify the DNCC and the City as provided in section 20.1(c) without regard to whether such loss or damage is covered by insurance. Notwithstanding any provision of this Agreement to the contrary, the DNCC shall not be liable to the Host Committee or to any other party for loss of or damage to any item of personal property, equipment or supplies, it being understood that any claim whatsoever against the DNCC for such loss or damage will be covered by insurance and, to the extent not covered by insurance, will be indemnified by the Host Committee.

20.8. Insurance. The Host Committee shall, in consultation with the DNCC, the City and Arena Company, obtain and maintain such policies of insurance, issued by such companies duly authorized to do business in North Carolina as are acceptable to the DNCC, the City and the Arena Company (each, in its sole discretion, and in accordance with the specifications set forth on Exhibit F hereto. All insurance policies required to be maintained pursuant to this Arena License Agreement by any party shall be placed with insurance companies admitted to do business in the State of North Carolina and carrying a current rating of at least "A-" by A.M. Best. The Host Committee will deliver to the DNCC, the City and Arena Company in

accordance with a schedule to be mutually agreed by the Host Committee, Arena Company, the City and the DNCC, reasonably reflecting the times at which the various risks to be covered may be presented, appropriate insurance certificates and binders evidencing that such insurance policies are in full force and effect providing for at least the coverages set forth on Exhibit F hereto. The Host Committee, the City, the Arena Company and each of the DNCC Indemnitees shall be a primary or named insured party or loss payee, as applicable in each and every policy described in this section.

20.9. Terms of insurance policies. All policies of insurance shall be in full force and effect with respect to their coverage for any occurrence during appropriate periods contemplated by this Agreement, shall require at least (thirty) 30 days written notice to the DNCC, the City and Arena Company prior to cancellation thereof, and shall include express provisions in which the insurer (a) waives its subrogation rights against, and (b) agrees to defend, the City, the Host Committee, the Arena Indemnitees and the DNCC Indemnitees. No policy procured shall impose any obligation upon the DNCC, the Arena Company or the City whatsoever to pay any deductible, self-insured retention or self-insured participation in connection with any claim. Original copies of all policies shall be furnished to the DNCC, the Host Committee and Arena Company as applicable.

20.10. Contractor Insurance. The Host Committee shall require in each of its agreements with any Contractor, as a precondition to payment thereunder, that such Contractor provide a certificate of insurance naming the Host Committee, the City, the DNCC Indemnitees and the Arena Company Indemnitees as additional insureds on all such agreements; naming the Arena Company Indemnitees as additional insured, with respect to any Construction Work or Restoration work, and evidencing at least the coverages set forth in Exhibit F hereto with respect to all contemplated operations of such Contractor and any Subcontractors of that Contractor.

20.11 Waiver of Subrogation. Notwithstanding anything to the contrary herein, the DNCC and the Host Committee (each on behalf of itself and its insurers), hereby waives all rights of subrogation against the Arena Company, the CRVA and the City for any and all losses of and damage to or destruction of property (including all personal property of the DNCC and the Host Committee and the Alterations).

## 21. COMPLIANCE WITH LAWS

Each of the parties hereto shall comply, and assure that any agents, Contractors, other contractors, Subcontractors and vendors engaged by them in the performance of this Agreement comply, with all applicable laws and regulations, including: the ADA; all federal, state and local campaign finance laws; laws relating to fair employment practices; laws pertaining to health, fire, or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and all other applicable laws. In connection with the performance of work under this Agreement, no party hereto shall (i) discriminate against any person, or (ii) refuse to hire or promote, or discharge or demote, or discriminate in matters of compensation against any person otherwise qualified, in either case solely because of that person's race, color, religion, sex, gender, age, national origin, military status, physical or mental disability, marital status, or sexual orientation. The parties further agree to insert the foregoing provision in all contracts and subcontracts entered into in furtherance of the transactions contemplated by this Agreement.

**22. REPRESENTATIONS AND WARRANTIES OF THE HOST COMMITTEE**

The Host Committee hereby represents and warrants to each of the other parties hereto as follows:

22.1. The Host Committee has full legal right, power and authority to enter into and perform this Agreement.

22.2. The Host Committee has taken all corporate action to authorize and approve the execution, delivery and performance of this Agreement on behalf of the Host Committee.

22.3. This Agreement has been duly and validly authorized, executed and delivered by the Host Committee and, assuming the due authorization and execution hereof by the other parties hereto, constitutes the legal, valid and binding obligation of the Host Committee enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

22.4. The execution, delivery, and performance of this Agreement by the Host Committee does not conflict with, or constitute on the part of the Host Committee, a violation of, breach of, or default under any provision of its Articles of Incorporation and/or bylaws, or any statute, indenture, resolution, mortgage, deed of trust, note agreement or other agreement or instrument to which the Host Committee is party or by which the Host Committee is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Host Committee or any of its activities or properties.

22.5. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending before any court, public board, or body, or, to the Host Committee's knowledge, threatened, against or affecting the Host Committee, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement.

22.6. Neither the Host Committee nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

**23. REPRESENTATIONS AND WARRANTIES OF THE CITY**

The City hereby represents and warrants to each of the other parties hereto as follows:

23.1. The City has full legal right, power and authority to enter into and perform this Agreement.

23.2. The City has taken all action to authorize and approve the execution, delivery and performance of this Agreement on behalf of the City.



23.3. This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming the due authorization and execution hereof by the other parties hereto, constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

23.4. The execution, delivery, and performance of this Agreement by the City does not conflict with, or constitute on the part of the City, a violation of, breach of, or default under any provision of its Charter, or any statute, indenture, resolution, mortgage, deed of trust, note agreement or other agreement or instrument to which the City is party or by which the City is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties.

23.5. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending before any court, public board, or body, or, to the City's knowledge, threatened, against or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement.

23.6. Neither the City nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

## **24. REPRESENTATIONS AND WARRANTIES OF THE DNCC**

The DNCC hereby represents and warrants and covenants to each of the other parties hereto as follows:

24.1. The DNCC has full legal right, power and authority to enter into and perform this Agreement.

24.2. The DNCC has taken all corporate action to authorize and approve the execution, delivery and performance of this Agreement on behalf of the DNCC.

24.3. This Agreement has been duly and validly authorized, executed and delivered by the DNCC and, assuming the due authorization and execution hereof by the other parties hereto, constitutes the legal, valid and binding obligation of the DNCC enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

24.4. Neither the DNCC nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

25. **SECTION 25 DELIBERATELY OMITTED**

26. **TERMINATION**

26.1. The DNCC, the City or the Host Committee may terminate this Agreement as to another party in the event that such other party materially breaches any material term or condition of this Agreement, provided that the terminating party has provided written notice of such material breach to each of the other parties to this Agreement and the breaching party has failed to cure or remedy such breach within thirty (30) calendar days after receipt of such notice.

In the event of termination, in addition to any remedies set forth in this Agreement, the terminating party shall have all other remedies available to it under applicable law or in equity, including injunctive relief and specific performance.

26.2. The Host Committee and the DNCC shall each have the right to terminate this Agreement as to Arena Company in the event that Arena Company materially breaches any material term or condition of this Agreement, provided that the terminating party has provided written notice of such material breach to each of the other parties to this Agreement and Arena Company has failed to cure or remedy such breach within 30 calendar days after receipt of such notice. In the event of termination, in addition to any remedies set forth in this Agreement, the Host Committee and DNCC shall have all other remedies available to them under applicable law or in equity, including injunctive relief and specific performance.

27. **ARBITRATION AND DISPUTE SETTLEMENT**

During the Unlimited Access Period and the Post-Convention Period, any failure to reach agreement, dispute or claim arising out of or relating to this Agreement, any modification or extension hereof or any breach hereof (including the question of whether any particular matter is arbitrable hereunder), as among the Host Committee, the DNCC, the City or Arena Company shall be settled exclusively by arbitration in Charlotte, in accordance with the Commercial Rules of the American Arbitration Association then in force, except as modified by this Agreement. The party requesting arbitration shall serve upon the other party to the dispute or claim and upon the American Arbitration Association a written demand for arbitration stating the substance of the dispute or claim and the contention of the party requesting arbitration, and the name, address and telephone number of an arbitrator appointed by it. The party receiving such demand and the American Arbitration Association shall each appoint an additional arbitrator within twelve (12) hours after receipt of such demand for arbitration (if the panel of arbitrators shall not previously have been designated). There shall be no pre-hearing discovery, and the arbitrators shall convene to hear the dispute or claim within twenty four (24) hours after receipt of such demand for arbitration. The hearing shall not be continued or recessed, and each party shall have one hour after commencement of the hearing to present oral and documentary evidence. The arbitrators shall announce an award to the parties by telephone or in person within one hour after conclusion of the hearing, shall enter an award in writing within twenty four (24) hours and shall serve notice thereof in writing upon each of the parties thereto. The parties hereto agree to abide by all awards rendered in such arbitration proceedings, and all such awards and decisions may be filed by the prevailing party with any court of competent jurisdiction as a basis for judgment and the issuance of execution thereon. Such judgment shall not be open to review except to the extent permitted by federal law. The fees of the arbitrators(s), attorney fees and related

reasonable expenses of arbitration shall be awarded to the prevailing party as determined by the arbitrator(s).

Any party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

During the Limited Access Period, the forgoing provision shall apply, except the twelve (12) hour deadline shall be extended to five (5) business days, and the twenty-four (24) hour deadline shall be extended to at least five (5) business days and no more than ten (10) business days.

The arbitration provisions set forth in this section shall not govern any disputes that (i) may arise between or among the City, the CRVA or the Arena Company, or (ii) involve a party not subject to the Arbitration provisions hereof, except, in each case, all of which are governed by the Arena Operating Agreement, except to the extent such disputes will cause a delay in the Construction Work or Convention time line.

## **28. MISCELLANEOUS PROVISIONS**

28.1. Further assurances. Each of the parties hereto agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and file such further documents, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement. Such actions shall include fully and effectively settling or resisting and defending against any action by any third party which would interfere with the full and timely performance of this Agreement by any party.

28.2. Liability. Nothing in this Agreement shall be construed to constitute any party to be a partner, joint venturer, employee or agent of any other party, nor shall any party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor, and except as otherwise provided herein, solely responsible for its own actions. The DNCC and its affiliated organizations shall not be liable under any contracts or obligations of the Host Committee apart from this Agreement, or for any acts or omissions of the Host Committee or its officers, directors, members, employees, agents, Contractors, Subcontractors or vendors at any time. The Host Committee shall not be liable under any contracts or obligations of the DNCC apart from this Agreement and the License Agreements, or for any acts or omissions of DNCC or its officers, directors, employees or agents at any time, except as otherwise specifically provided herein or therein.

28.3. Notices. All notices, demands, requests or other communications relating to this Agreement shall be in writing and shall be sent by electronic mail or mailed by first class mail, postage prepaid and return receipt requested, or transmitted by hand delivery, or by facsimile, addressed as follows:

If to City:

City Manager  
City of Charlotte  
600 East Fourth Street  
Charlotte, NC 28202-2842  
Telephone: (704) 336-5019  
Fax No.: (704) 336-2408  
Email: [cwalton@ci.charlotte.nc.us](mailto:cwalton@ci.charlotte.nc.us)

With a copy (which shall not constitute notice) to:

City Attorney  
600 East Fourth Street  
Charlotte, NC 28202  
Telephone: (704) 336-4112  
Fax No.: (704) 632-8328  
Email: [dmccarley@charlottenc.gov](mailto:dmccarley@charlottenc.gov)

If to the Host Committee:

Charlotte DNC Host Committee, Inc.  
Attention: Will Miller, President  
Telephone: 704-382-2443  
  
Email: [will.miller@charlottein2012.com](mailto:will.miller@charlottein2012.com)

With a copy (which shall not constitute notice) to:

Joseph E. Sandler  
Sandler, Reiff & Young, P.C.  
Telephone: 202-479-1111  
Fax No.: 202-479-1115  
Email: [sandler@sandlerreiff.com](mailto:sandler@sandlerreiff.com)

If to DNCC:

2012 Democratic National Convention Committee, Inc.  
430 South Capitol Street, S.E.  
Washington, DC 20003  
Attention: Stephen Kerrigan

Telephone: 202.863.8072  
Email: kerrigans@dnc.org

With copies (which shall not constitute notice) to:

Judith Corley  
Perkins Coie LLP  
700 Thirteenth Street, N.W., Suite 600  
Washington, DC 20005-3960  
Telephone: 202.434.1622  
Fax No.: 202.654.9120

Email: jcorley@perkinscoie.com

Each party's address may be changed by written notice to the other parties. Each notice, demand, request or other communication transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile) the message confirmation being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee.

28.4. Severability. If any one or more of the covenants, agreements, provisions or terms of this Agreement, or any other agreement, document or writing given pursuant to or in connection with this Agreement, is held invalid for any reason whatsoever, then the covenants, agreements, provisions or terms will be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and will in no way affect the validity or enforceability of the other provisions of this Agreement.

28.5. Survival. All representations, warranties and indemnities made in this Agreement shall survive the termination of this Agreement and any investigation, audit or inspection made by any other party.

28.6. Waiver. Neither the waiver by any party hereto of a breach of or default under any of the provisions of this Agreement, nor the failure of any party to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any other provisions, rights or privileges hereunder. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

28.7. Assignment and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided that this Agreement shall not be assignable by any party without the prior written consent of the other parties hereto except, in the case of assignment by the DNCC, to another organization affiliated with the Democratic Party.

28.8. Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement thereof is sought.

28.9 Entire Agreement. This Agreement (including the Exhibits hereto) and the Arena License Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior oral or written agreements, commitments, understandings or proposals with respect to the matters provided for herein.

28.10. Headings. Paragraph headings contained in this Agreement are inserted for convenient reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

28.11. Certain Interpretations. In this Agreement: (i) the words "herein" and "hereunder" and similar words refer to this Agreement as a whole (and not only to the particular sentence, clause, paragraph or exhibit where they appear); (ii) terms used in the plural include the singular, and vice versa, unless the context otherwise requires; (iii) the words "including," "included," "include" and variations thereof are deemed to be followed by the words "without limitation" or "but not limited to" (regardless of whether some uses of those words contain such following words); (iv) "or" is used in the sense of "and/or" and "any" is used in the sense of "any or all"; (v) with respect to all dates and time periods in or referred to in this Agreement, time is of the essence; (vi) "affiliate" or "affiliated" means, with respect to any particular person or entity, any other person or entity directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such person or entity, whether by ownership or control of voting securities, by contract or otherwise; and (vii) nothing in this Agreement creates any leasehold estate or any right of or status as a tenant.

28.12. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any disputes or claims relating thereto, shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement will be interpreted without reference to any law, rule or custom construing this Agreement against the party which drafted this Agreement.

28.13. Execution in Counterparts. This Agreement may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which, when so executed, will be deemed to be an original. The counterparts when taken together will constitute one and the same agreement. Executed copies delivered by facsimile or other electronic means will be deemed to be originals and binding on the parties.

28.14. Time is of the Essence. All times, wherever stated in this Agreement, shall be of the essence of this Agreement.

28.15. Examination of Records. The Host Committee agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Host Committee involving transactions related to this Agreement.

[Signature pages follow]

CITY OF CHARLOTTE

By:

~~ATTEST:~~

By:

**No Pre-Audit Required. No payment obligation in the current fiscal year.**

By:

~~Finance Officer~~

CHARLOTTE DNC HOST COMMITTEE, INC.

By:

COMMITTEE FOR CHARLOTTE 2012

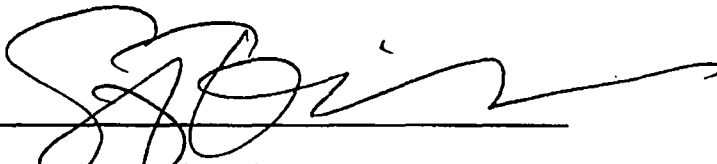
By:

**Will Miller, President**



2012 DEMOCRATIC NATIONAL CONVENTION COMMITTEE, INC.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'SKerrigan', written over a horizontal line.

Stephen Kerrigan, Secretary

2012 DEMOCRATIC NATIONAL CONVENTION COMMITTEE, INC.

## INDEX OF EXHIBITS

Exhibit A	Arena License Agreement
Exhibit B	Host Committee Budget
Exhibit C	Letters of Credit
Exhibit D	Policies and Guidelines for Screening Donations
Exhibit E	Labor Agreement
Exhibit F	Insurance Requirements

2016-05-06 : 000731000

## Arena License Agreement

2016-05-06-03-00073101

Exhibit B

Host Committee Budget

<b>CHARLOTTE DNC HOST COMMITTEE MASTER CONTRACT EXHIBIT B</b>	<b>CASH</b>	<b>TRANSFERABLE</b>
<b>HC Budget Line Number</b>		
<b>1.0 City Obligations</b>	<b>\$2,000,000</b>	<b>No</b>
1.1 Broker Fee		
1.2 Insurance Premiums	\$2,000,000	
1.3 Deductibles		
<b>2.0 Host Committee</b>	<b>\$500,000</b>	
2.1 DNCC Special Events, Receptions, Tours, Outreach		
2.2 DNCC Staff Housing/Commuting		
2.3 HC Hospitality Expenses		
<b>3.0 Convention Complex</b>	<b>\$15,000,000</b>	<b>Yes</b>
3.2 Construction/ Modification/ Media Pavilions/ Power/License Fee	\$12,000,000	
3.3. TWC Arena Exposition Services		
3.4. TWC Arena Staff/Maintenance/Management		
3.5. Convention Center		
3.6 HQ Hotel Costs	\$500,000	
3.7 Contingency	\$2,500,000	
<b>4.0 Production</b>	<b>\$9,000,000</b>	<b>Yes</b>
4.1 Producer and Production	\$9,000,000	
<b>5.0 Hotel and Other Accommodations</b>		
5.1 Hotel and Other Accommodations		
<b>6.0 Office Space</b>	<b>\$2,400,000</b>	<b>Yes</b>
6.1 Headquarters Rent		
6.2 Credentialing Rent & Modification		
6.3 Additional Modifications		
6.4 Media Operations Office		
6.5 Staples		

2019-01-06 10:00 AM

6.6 Headquarters Modifications		
6.7 Equipment & Services		
6.8 Unassigned Funds - Surplus/ (Deficit)		
<b>7.0 Technology</b>	<b>\$500,000</b>	<b>Yes</b>
7.1 Hardware (Computers, Printers, Servers)		
7.2 Network & Equipment		
7.3 Website		
7.4 Inside Wiring		
7.5 Wire Services		
7.6 Software		
7.7 Credentialing System		
7.8 Voting System		
7.9 Unassigned Funds - Surplus/ (Deficit)		
<b>8.0 Telecommunications</b>	<b>\$500,000</b>	<b>Yes</b>
8.1 Voice Communications		
8.2 Wireless Communications		
8.3 Two-Way Radios		
8.4 Audio and Video Transmission		
8.5 Local and Long Distance Service		
8.6 Internet		
8.7 Other/ Encoders		
<b>9.0 Transportation</b>	<b>\$3,750,000</b>	<b>Yes</b>
9.1 Bus Commitment		
9.3 Shuttle Bus Service		
9.4 DNCC Vehicles		
9.5 Fuel, car washing services, registration, toll fees		
9.6 Insurance		
9.7 Convention Complex Parking and Staging Area		
9.8 Convention Offices Parking		
9.9 Equipment, Services and Supplies		
<b>10.0 CONTINGENCY</b>	<b>\$3,000,000</b>	<b>Yes</b>
<b>Balance</b>	<b>\$36,650,000</b>	

## Letters of Credit

NY-10070000-63-050-16102



January 19, 2011  
Charlotte DNC Host Committee Inc.  
Charlotte in 2012  
400 S. Tryon Street ST-17E  
Suite 1749  
Charlotte, NC 28285  
Attn: Will Miller  
Acting Executive Director

Mr. Miller:

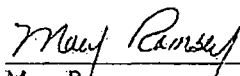
In connection with the City of Charlotte, North Carolina, being selected to host the 2012 Democratic National Convention, Fifth Third Bank ("Fifth Third") is pleased to provide this proposal to issue a \$10,000,000 letter of credit ("Credit Facility") on the account of Charlotte DNC Host Committee, Inc., a North Carolina non-profit corporation ("Host Committee") in favor of 2012 Democratic National Convention Committee, Inc. ("DNC") upon commercially reasonable terms and conditions satisfactory to Fifth Third Bank in all respects. Please understand that this proposal is not a commitment or offer to lend, and does not create any obligation for the Bank.

Such terms and conditions shall include; but shall in no way be limited to: 1) credit approval as required by Fifth Third Bank's credit policy and 2) other documentation deemed necessary or desirable by Fifth Third Bank, all of the foregoing upon commercially reasonable terms acceptable to Fifth Third Bank, in all respects.

We appreciate the opportunity to present Fifth Third Bank's financial services to you for discussion and we look forward to your positive response to this proposal.

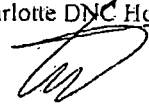
Best regards,

Fifth Third Bank

  
Mary Ramsey  
Vice President

Accepted:

Charlotte DNC Host Committee Inc.

  
Will Miller  
Acting Executive Director

## Exhibit D

### Policies and Guidelines for Donations to the Host Committee

1. The Host Committee shall screen monetary and in-kind contributions in compliance with FEC regulations and policies and guidelines adopted by the DNCC, including, without limitation, a prohibition on the receipt by the Host Committee of contributions from the following:

(a) Any contribution whatsoever from any individual who is neither a US citizen nor a legal permanent resident of the U.S.;

(b) Monetary contributions from any incorporated for-profit entity;

(c) In-kind contributions from any corporation organized under the laws of, or with its principal place of business in a foreign country provided, however, that nothing shall prohibit in-kind contributions from any subsidiary of such corporation incorporated under the laws of a state within the United States, any tribal nation, the District of Columbia, or any territory of the United States, and provided that any such in-kind contributions from such a subsidiary must be made using revenue generated from U.S. operations;

(d) Monetary contributions in excess of \$100,000 from any individual;

(e) In-kind contributions of goods or services from corporate entities that received TARP or other bail-out funds, unless those funds have been repaid in full to the U.S. Government;

(f) Monetary or in-kind contributions from political organizations as defined in Section 527 of the Internal Revenue Code, such as political action committees, unless approved in advance by the DNCC;

(g) Monetary or in-kind contributions from individuals registered as federal lobbyists under the Lobbying Disclosure Act; and

(h) Monetary or in-kind contributions from foundations established by or affiliated with any incorporated for-profit entity, unless approved in advance by the DNCC (and any such contribution approved by the DNCC would be subject to a limit of \$100,000).

2. In addition to the guidelines above, the Host Committee shall comply with the following policies of the DNCC:

(a) No individual registered as a federal lobbyist under the Lobbying Disclosure Act may serve on the Host Committee;

(b) No incorporated entity may sponsor any event or any other items funded under the Master Contract unless approved in advance by the DNCC;





Exhibit E

Labor Agreement

Host Committee shall execute and provide DNCC a labor agreement, to be amended hereto, in accordance with Section 17.2 hereof within sixty (60) days of the execution of this agreement.

NOTED ON 06/01/00

## Exhibit F

### Insurance Requirements

1. The Host Committee shall, in accordance with section 20.8 of this Agreement, obtain and maintain property insurance which will include coverage as follows:

(a) Commercial general liability insurance with a combined single limit for bodily injury, personal injury and property damage in the amount of at least ten million dollars (\$10,000,000) per occurrence. The commercial general liability insurance policy shall cover all risks usually covered by such policies, including coverage for the following: (i) death; (ii) personal injury liability, including assault and battery, false arrest, false detention or imprisonment, emotional distress (if such cover is reasonably available), malicious prosecution, libel, slander, infringement of intellectual property rights, defamation or violation of rights of privacy, wrongful entry and eviction or other invasion of rights or private occupancy; (iii) incidental medical malpractice liability; (iv) independent contractors; (v) products and completed operations liability; (vi) premises medical payments liability; and (vii) host liquor liability; provided that, such policy may provide for appropriate exclusions for acts of terrorism and other exclusions related to terrorism as mutually agreed between the Host Committee and DNCC.

(b) Real and personal property insurance with replacement cost coverage written on a standard all-risk basis with limits sufficient to cover the full value of all property listed or described in any schedule provided by the City, the Host Committee, the DNCC or Arena Company and located in the Metropolitan Area, written on a per occurrence basis, for any damage to real or personal property, fixtures, appliances and furnishings located in the Metropolitan Area and owned by the City, the Host Committee, the DNCC or Arena Company or for which such party is legally liable, and to be used in connection with the Convention, including coverage for the following: (i) papers and records insurance covering the loss of or damage to papers, pamphlets, records, and magnetic and electronic storage media; and (ii) office contents insurance covering both rental and owned office equipment. In no case shall the per occurrence limit be less than one million dollars (\$1,000,000) without the express written approval of the DNCC.

(c) Commercial automobile liability insurance covering owned, non-owned and hired automobiles, with per occurrence coverage of not less than five million dollars (\$5,000,000) for bodily injury and not less than one million dollars (\$1,000,000) property damage expressly applicable to all motor vehicles not owned by the insured/indemnified parties.

(d) Money and securities insurance covering all cash, checks, financial instruments and other negotiable instruments in or on the Convention Facilities against all loss, including burglary and robbery, with per occurrence limits of not less than one hundred thousand dollars (\$100,000) for each loss.

(e) Accidental death and dismemberment insurance providing coverage in addition to any coverage supplied by the accidental medical payment insurance above, covering all attendees in an amount no less than one hundred thousand dollars (\$100,000) per occurrence.

(f) Directors and officers liability insurance expressly covering all directors and officers of the Host Committee, the DNCC Indemnites and Arena Company Indemnites written on a claims-made basis, if available, in the amount of one million dollars (\$1,000,000) per occurrence.

(g) Voluntary worker's compensation insurance for all voluntary workers of the City, the Host Committee and DNCC working on Convention-related services, with limits equal to or greater than the maximum awards under the State of North Carolina worker's compensation law.

(h) Umbrella or excess liability insurance with a two hundred fifty million (\$250,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

(i) Cancellation/Relocation Coverage to indemnify the DNCC for its actual net incurred expenses arising from or relating to the contingencies described in section 3.4.2 of the Arena License Agreement, for a limit not less than three million dollars (\$3,000,000).

(j) Coverage insuring the Alterations, both during and after the construction or installation thereof, and the Restoration Work, which coverage shall, with respect to the Alterations only, name the Host Committee and DNCC as named insureds and exclude any loss payee of Arena Company, including its lenders, from recovering any losses to the Alterations;

(k) Coverage insuring the Licensed Premises against risks associated with the Construction Work, the Restoration Work, the Convention and the other activities of the City, the Host Committee and DNCC in the Licensed Premises conducted pursuant thereto.

To the extent applicable (and not other covered by such policies) and not substantially affecting the cost of the applicable premium, the policies should include business interruption insurance endorsements.

2. Host Committee shall require that all Contractors provide a certificate of insurance naming the DNCC and other DNCC indemnified parties as additional insureds, evidencing the following coverage with respect to all contemplated operations of such Contractor and any Subcontractors of that Contractor:

(a) Commercial general liability insurance, primary and umbrella, with a minimum combined single limit for bodily injury and property damage in the amount of ten million dollars (\$10,000,000) per occurrence in the case of any contractor performing any construction work (as defined in Article 6 of the Arena License Agreement) and otherwise with a per occurrence limit to be mutually agreed. Coverage extensions shall include: (i) owners and independent contractors protective liability; (ii) premises operations liability; (iii) products and completed operations liability; (iv) premises medical payments liability; (v) personal injury liability; (v) incidental medical malpractice liability and (vi) contractual liability.

(b) If any such Contractor is to undertake any construction, including improvements or betterments, all-risk blanket builder's floater policy (builder's risk policy) with

a limit of no less than five million dollars (\$5,000,000) per occurrence on all risk completed value form, and, if applicable, to cover materials, equipment and fixtures at 100% of replacement value.

(c) Worker's Compensation and Disability Coverage maintained with respect to employees of Contractors and their Subcontractors equal to or greater than the limits required under applicable state law.

(d) Comprehensive commercial automobile liability insurance covering owned, non-owned and hired automobiles, with a per occurrence coverage of not less than five million dollars (\$5,000,000) for bodily injury and not less than one million dollars (\$1,000,000) for property damage.

(e) For any Contractor providing architectural, engineering, medical, legal or other services of a professional nature, professional errors and omissions coverage with per occurrence coverage of not less than ten million dollars (\$10,000,000). DNCC may modify or waive specific coverages, or require additional specific coverages, for particular Contractors depending on the circumstances, subject to the reasonable approval of Arena Company.


(f) Umbrella or excess liability insurance with a one million dollar (\$1,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

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