

PRIVATE EVENT LICENSE AGREEMENT

This Private Event License Agreement (this “**Agreement**”) is made and entered into effective as of August 5, 2019 (the “**Effective Date**”) by and between Forty Niners Stadium Management Company LLC, hereinafter referred to as “**Stadium Manager**” or “**Licensor**”, and San Jose Unified School District, hereinafter referred to as “**Licensee**”. Licensor and Licensee may be referred to individually as “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Licensor operates Levi’s® Stadium (the “**Facility**”) located in Santa Clara, California; and

WHEREAS, Licensee desires to use space in the Facility, on the terms and conditions set forth herein; and

WHEREAS, Licensor and Licensee desire to enter into an agreement specifying the terms and conditions under which Licensee will use the Facility for a private event.

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

1. GRANT OF RIGHTS AND TERM OF AGREEMENT

1.1 Use of the Facilities. Licensor grants Licensee permission to use those areas of the Facility as specified in **Exhibit A** on the dates and times as set forth therein for the event (the “**Event**”). Licensee may not use any portion of the Facility for any other purpose.

1.2 Term. This Agreement shall commence on the Effective Date and shall continue until thirty (30) days after the date of the Event (as set forth in **Exhibit A**), subject to earlier termination in accordance with the terms hereof (the “**Term**”). Licensee understands and agrees this Agreement shall be signed and returned within two weeks with the required Non-refundable Deposit, as defined and specified in **Exhibit B**, otherwise this Agreement shall be null and void from the beginning and in its entirety. In the event Licensor receives either the signed Agreement or the Non-Refundable Deposit, but not both, Licensor shall have no obligation to uphold the reservation for the Authorized Areas (as defined below) and may designate alternative areas(s) or date(s) in its sole discretion. Upon receipt of the final invoice by Licensee, payment is due to Licensor from Licensee within seven (7) days. The scheduling of Event days shall be subject to the Levi’s® Stadium schedule of events, the National Football League (“**NFL**”) schedule and the home football game schedule of the San Francisco 49ers.

2. AREAS, DATES AND HOURS OF USE, DEPOSITS AND FEES

2.1 Authorized Areas. On the Event Date set forth on **Exhibit A**, Licensee shall be entitled to use of the areas set forth on **Exhibit A** (the “**Authorized Areas**”). Notwithstanding the foregoing, Licensor reserves the right to control all lobby, retail stores, the Hall of Fame, suites, common areas and all other non-Event areas and will permit Licensee to use those areas to the extent such use is deemed by Licensor to be necessary. In addition, to the extent that, due to construction or other operational reasons, an Authorized Area is not available for the Event, Licensor and Licensee shall use commercially reasonable efforts to mutually agree on a

reasonably satisfactory and comparable alternative location. If Licensors and Licensee cannot agree on a reasonably satisfactory and comparable alternative location Licensors shall have the right to assign a comparable, alternative location to Licensee in its reasonable discretion without any additional obligations or liabilities. Furthermore, Licensee understands and agrees the Authorized Areas and Event arrangements are subject to the standard catering guidelines set forth in **Exhibit C** and attached hereto to this Agreement.

2.2 Fees and Additional Expenses.

(a) In consideration for the Licensee to use the Facility, as provided in this Agreement, Licensee shall pay Licensors the fees set forth in the estimate of charges (the “**EOC**”) attached as **Exhibit B**.

(b) Licensors and Licensee acknowledge that as the Event gets closer (or takes place) there may be other mutually agreed upon charges above and beyond the EOC. If at any time the Licensors and Licensee mutually agree to modify the services provided hereunder, Licensors shall revise the mutually approved EOC (each, a “**Revised EOC**”) and attach it to this Agreement. Additional charges and expenses may include, but are not limited to, changes made to the latest Revised EOC after the Remaining Balance date, any requested or agreed to extra utilities, staffing, security, move-in and move-out hourly charges, and equipment requested by Licensee but not covered in the EOC (the “**Additional Expenses**”). In the event that Licensee and Licensors mutually agree to extend the Event or any portion of the Event beyond an “End Time” contained in **Exhibit A**, Licensee shall be charged at the rate of fifteen percent (15%) of the total gross event revenue of the Event for each hour or portion of an hour beyond the “End Time” that the Event is extended. Such mutual agreement and charge shall not require a written revision to the EOC and shall be due to Licensors, along with any Additional Expenses, upon invoice.

(c) Regardless of payment method, Licensee shall provide a credit card (which shall remain valid throughout the Term of this Agreement) for mutually agreed Additional Expenses related to the Event and Licensors shall be entitled to charge such credit card for all such Additional Expenses.

(d) Licensee agrees to pay promptly any and all sales, use, excise, possessory interest and any other taxes or fees required by any governmental authority and shall obtain at its own expense all permits and licenses required by law in connection with its use of the Facility.

(e) Licensee shall provide Licensors with a final guaranteed attendance count a minimum of seven (7) days prior to the start of the Event. Such final attendance count shall be within five percent (5%) of the attendance count listed in Exhibit A (or as updated by mutual agreement of the Parties a minimum of fourteen (14) days prior to the Event). In the event that Licensee’s guaranteed attendance count is more than 5% higher than the attendance listed in Exhibit A, Licensee shall be charged a minimum of 15% premium on the total gross event revenue for the Event. In no event shall the final guaranteed attendance count exceed the maximum capacity of the areas within the Facility in which the Event will be held.

(f) In the event of extreme weather that prevents the Event from being held in the Authorized Areas, Licensee will be relocated to a comparable space within the stadium that is

mutually agreed upon by the Parties, subject to availability. Any operating costs incurred (by Licensor or otherwise) as a result of such move shall be the sole responsibility of Licensee, which may include a premium charge if such change is made within seven (7) days of the start of the Event. In the event that an upgraded space within the Facility is utilized for the Event, Licensee shall be responsible for any difference in rental fee and operating costs for such upgraded space, payable by Licensee to Licensor at the time of such determination

3. FOOD AND BEVERAGE CONCESSIONS, PARKING, ADVERTISING RIGHTS AND SIGNAGE. Food and beverage sales (including catering and alcohol sales) and distributions shall remain under the sole control of Licensor. Licensee shall not have any control over the sale or distribution of food or beverage products in or around the Facility at any time including during Events, nor shall Licensee be permitted to bring its own food or beverage. Parking in and around the Facility shall remain under the sole control of Licensor. Licensee shall not have or attempt to exert any control over the parking at the Facility at any time prior to, during, and after the Event and Licensee shall not have or assert any right to share in the revenues or receipts from such parking. Advertising rights and signage in or around the Facility shall remain under the sole control of Licensor and its designees. Licensee shall not have any control over the advertising or signage in or around the Facility at any time including during Events and Licensee shall not have or assert any right to share in the revenues or receipts from such advertising rights or signage. Without limiting the foregoing, Licensee shall not cover, block or in any manner obscure the visibility of signage within and around the Facility. Licensee shall use the appropriate facility name, depending upon which portion of the Facility it is referring to when referencing the Facility in any and all other forms of advertising or promotional messages, materials, invitations, directions, etc. Notwithstanding the above, Licensee is not granted the rights to use the marks and logos of the Facility nor the San Francisco 49ers in any promotional material relating to the Event without prior written approval. Licensee shall not publicly promote or market the Event, the Facility or the San Francisco 49ers.

4. TERMS AND CONDITIONS OF USE OF THE FACILITY. Licensee agrees to comply with all terms and conditions for use of the Facility as established from time-to-time by Licensor including the following: (i) at least fourteen (14) days before the first Event, Licensee shall provide Licensor with an operational plan detailing all pertinent information requested by Licensor for the Event such as physical layout, technical and equipment requirements; (ii) any use of the Facility which could reasonably harm the reputation of Licensor, the Santa Clara Stadium Authority ("Stadium Authority"), or the San Francisco 49ers, or is in violation of any law of the United States, the State of California, Santa Clara County, or the City of Santa Clara shall be a violation of this Agreement and shall be grounds for immediate revocation of this Agreement. Any person whose conduct is objectionable in Licensor's sole opinion or in violation of any law, shall be refused entry or shall be immediately ejected. Licensee shall be entitled to the quiet enjoyment of the Authorized Areas except that duly authorized representatives of Licensor or Santa Clara may, in order to maintain safe conditions or for other operational reasons, enter the areas to be used and any other areas at any time or any occasion without restrictions. All radio communication devices must be rented through the Licensor's exclusive vendor and only those communication devices shall be used on the dedicated frequency provided for the use of the Licensee. Licensee represents and warrants that it will obtain and maintain all necessary and valid rights, licenses, permissions and authorizations from third parties, including performing rights organizations, to play and/or perform any music or songs played by Licensee or any artist, DJ or other person that Licensee allows play and/or perform at

the Event. Licensee will indemnify, defend and hold Licensor harmless from all claims, damages and liability alleged against or suffered by Licensor arising from Licensee's breach of the foregoing

5. NON-EXCLUSIVE USE. Licensor shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person or entity regardless of the nature of the use of such other space.

6. INDEMNIFICATION. Licensee agrees to indemnify, hold harmless and defend Licensor, Stadium Authority, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, Levy Premium Foodservice Limited Partnership, TGP Restaurant Group, LLC, and their respective officers, directors, agents, owners, affiliates and employees (the "Indemnitees") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law, ordinance, or breach of this Agreement by the Licensee or the Licensee's employees, agents, subcontractors, exhibitors or invitees or any other person entering the Facility with the implied or express permission of the Licensee. Such indemnification shall apply unless such damage or injury results from the gross negligence or willful misconduct of any Indemnatee and then only to such Indemnatee.

7. INSURANCE. Licensee shall at its sole cost and expense procure and maintain during the Term the insurance in Exhibit D.

8. WAIVER OF SUBROGATION. Each Indemnifying Party hereto mutually agrees to waive any and every claim which arises or may arise in its favor and against the Indemnitees during the Term of this Agreement or any extension or renewal thereof for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the Indemnitees. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each Indemnifying Party is advised to give each insurance company written notice of the terms of such waiver, and to have insurance policies properly endorsed, if necessary.

9. DEFACEMENT OF FACILITY. It is understood and agreed that Licensor licenses to Licensee the Authorized Area in the Facility "as is", and that the Licensee will make, at its own expense, all changes, installations and decorations therein that are previously agreed to by Licensor, and that Licensee will restore, at its own expense, the Facility to the same condition in which it existed prior to any alterations made therein. Licensee shall be fully responsible for any costs to repair or replace property at the Facility damaged or lost during the dates of Licensee's use but only to the extent attributable to Licensee's use of the Facility.

10. CANCELED EVENTS. Failure of the Licensee to use the Facilities for any reason in no way relieves the Licensee from the obligation to pay the Total Fee for the scheduled Event unless such failure was due to one of the reasons set forth in Section 11 below. Licensor may make such other use of the Facility on the date or dates of any canceled Events and will not credit to Licensee any sums received against the Total Fee paid by Licensee for the Event. If a major third

party event (e.g., a concert, a college football game) is scheduled that requires complete use of the Facility, Licensor reserves the right to cancel this Event by giving at least sixty (60) days notice and Licensor will refund all payments made by Licensee to Licensor.

11. FORCE MAJEURE. If the Facility or any part of the Facility is destroyed or damaged by fire or any other cause, or if a labor dispute, major structural, mechanical, plumbing or electrical failure, closure of the Facility by governmental authority, boycotts, riots, war or national emergencies or disasters, terrorist acts or threats of terrorist acts, earthquake or other natural disaster, acts of God or any other cause beyond the reasonable control of Licensor renders the fulfillment of this Agreement by Licensor impossible or impracticable, then this Agreement shall be suspended for the duration of such condition or terminated if such condition is expected to continue indefinitely or through the remainder of the Term of this Agreement. In the event of any such indefinite suspension or termination, Licensor will refund to Licensee any sums paid by Licensee as of the time of termination. Licensor and Licensee shall not have any additional financial liability to the other as a result thereof. Licensee hereby waives any claim for damages or compensation from Licensor on account of such indefinite suspension or termination.

12. NOTICES. Any notice, request, or any other communications to be given to any Party hereunder shall be in writing, sent by registered or certified mail to the addresses set forth below. Licensor and Licensee may change such addresses for delivery of notice by written request to the other Party.

If to Licensor:	Forty Niners Stadium Management Company LLC 4900 Marie P. DeBartolo Way Santa Clara, CA 95054 Attention: Events
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With a copy to: Attention: Legal Affairs
and Attention: Stadium Operations

If to Licensee:	San Jose Unified School District 555 Dana Avenue San Jose, CA 95126
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13. DEFAULT. Licensee shall be in default of this Agreement if Licensee fails to pay any amounts due under the terms of this Agreement (and does not cure such failure within five (5) business days after such notice) or breaches any provisions of this Agreement (and does not cure such breach within thirty (30) days after notice) or should dissolve or cease doing business as a going concern or become insolvent or bankrupt. Upon any such default by Licensee, Licensor may have one or more of the following remedies, in its sole discretion: (i) declare the entire amount of the balance due under the terms and conditions of this Agreement payable immediately; (ii) reenter the Authorized Area(s) without being liable for damage therefore and relet the Authorized Area(s) or any portion thereof, or operate the same for the balance of the Agreement period, receive rents due and apply them first to any expenses of making Licensor whole and, second, to any expenses incurred for reentering the premises and reletting the Authorized Area(s); (iii) terminate this Agreement by giving the Licensee written notice of such termination which shall not excuse breaches of this Agreement which have already occurred and

may reenter the Authorized Area(s) as described above; or (iv) pursue any other remedies available to Licensor either at law or equity. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor may withhold and apply, without the necessity of resorting to any legal action to any claim it may have against Licensee, all sums or deposits which may be in the possession of Licensor for or on behalf of the Licensee. In the event Licensor materially breaches any obligation under this Agreement and does not cure such default within thirty (30) days after notice is given by Licensee of such default, Licensee may terminate this Agreement.

14. CONFIDENTIALITY OF TERMS. The Parties agree to maintain in strict confidence any confidential or proprietary information of the other Party, which it observes, comes into contact with, or receives in the course of performance under this Agreement. Each Party shall safeguard all information and material, whether written or otherwise, which the other Party supplies to it and shall not duplicate or use such information for any purpose whatsoever without the other Party's prior written consent. Each Party shall take all such reasonable precautions to prevent the disclosure of any confidential and proprietary information of the other Party to any unrelated party. Each Party shall return or destroy, at its option, all of the other Party's materials, including copies or derivations thereof. Each Party acknowledges and agrees that this Agreement, including the names of the Parties, the financial terms contained herein, and related correspondence are authorized to be disclosed as a public record, or pursuant to a valid request or subpoena received or issued by a court, public entity, or other competent body. This Section 14 shall survive termination and expiration of this Agreement.

15. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the State Court of Santa Clara County and both parties hereby submit to the exclusive jurisdiction of that court and consent to venue in that court for any such actions or proceedings.

16. NON-ASSIGNMENT. Licensee may not assign this Agreement or permit the use of the Facility or any part thereof without the prior written approval of Licensor. Any attempted assignment without such written prior approval shall be null and void.

17. MISCELLANEOUS PROVISIONS. If any provision of this Agreement shall be declared invalid or unenforceable, all remaining provisions shall continue in force and effect to the fullest extent permitted by law. No waiver by either Party of any default shall operate as a waiver of any other default on a future occasion of the same default. No delay or omission by either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy. The failure by either Party to exercise any right, power or option given to it under this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law. Licensee expressly assumes full responsibility for all persons connected with Licensee's use of the Facility, including all its employees, agents, contractors, patrons, invitees and any other

participants in Event. This Agreement and any Revised EOC may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Agreement and any Revised EOC shall be deemed to be the execution of a counterpart of this Agreement. This Agreement, as well as the Exhibits referenced herein, constitute the entire Agreement between the Parties relating to the subject matter herein and supersedes all other agreements, if any, express or implied, whether written or oral, specifically including, but not limited to, any representations, advertising or marketing materials distributed or communicated in any form by Licensor and/or its agents. Furthermore, Licensee expressly waives any right to claim fraudulent inducement by Licensor with respect to the Event and this Agreement. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all Parties hereto.

(one signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

LICENSEE:

SAN JOSE UNIFIED SCHOOL DISTRICT

BY: _____ *gm*

NAME: Steve Adamo

TITLE: Director

DATE: _____

LICENSOR:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

BY: _____

NAME: Patricia Ernstrom

TITLE: Vice President of Special Events

DATE: _____

EXHIBIT A

EVENT DATE(S) AND AUTHORIZED AREA(S)

Date	Event Name	Start Time	End Time	Function	Room	Licensee Setup	Agr
5-16-20	Lincoln High School Prom	7:00pm	11:00pm	High School Prom	Levi's 501 Club	TBD	700

EXHIBIT B

ESTIMATE OF CHARGES (“EOC”)

Current Estimate of Charges is \$38,596.90

Payment Type	Due Date	Amount Due
Non-refundable Deposit	9-20-19	\$19,298.45
Remaining Balance	5-1-20	Remainder of total fees under EOC plus any Additional Expenses less deposits previously paid by Licensee.

EXHIBIT C

STANDARD EVENT GUIDELINES

All Authorized Area(s) and Event arrangements shall be made in accordance with and are subject to the standard catering guidelines set forth below. In the event of any conflict between the terms of this **Exhibit C** and the Agreement, the terms set forth in the Agreement shall prevail.

Food and Beverage: No outside food or beverage of any kind may be brought into or removed from the Facility by Licensee, its guests or its exhibitors. Licensor's designated concessionaire, Levy Premium Foodservice Limited Partnership ("Caterer") is responsible for the quality and freshness of the food served to all guests. All food and beverage must be prepared by the Caterer's culinary staff. Food may not be taken off premises after it has been prepared onsite. Caterer is the only licensed authority to sell and serve liquor for consumption in the Facility and the surrounding grounds. California law requires persons to be a minimum of twenty-one (21) years of age to consume alcoholic beverages. Licensor and its designated concessionaire reserve the right to refuse alcohol service to anyone. All alcohol drink prices will include tax. Bartenders are required for all bar and alcohol service at a ratio of 1 per 75 guests.

Taxes: In accordance with Section 2.2(d) of this Agreement, all federal, state and municipal taxes which may be imposed or applicable to the services rendered by Licensee or its designated concessionaire are in addition to the prices herein agreed upon and Licensee agrees to pay for them separately.

Catering Fees: A twenty-one percent (21%) service charge and nine percent (9%) sales tax is added to all food, beverage, labor and equipment charges. This service charge is taxable. All prices are quoted per person unless otherwise indicated. Bar prices are per drink unless otherwise indicated. To ensure food quality, buffet pricing is based on two (2) hours or less. Refreshment breaks are based on thirty (30) minutes or less. Additional charges may incur for extending service times. Action and carving stations are subject to a chef attendant fee per chef. Bartender and cocktail servers will be charged per attendant. Menu tasting fees will apply. Removal of food from the event is not permitted. The service charge added to this bill for the Event is used to defray the cost of set up, break down, service and other house expenses. No portion of this service charge is distributed to the employees providing the service.

Food and Beverage Guarantee: Menu selections must be given to the catering manager at least fourteen (14) days prior to the Event to ensure proper prepping, staging and food freshness. The guaranteed attendance for all food and beverage functions must be submitted to the catering manager four (4) business days prior to the Event. If the guaranteed attendance is not received by the specified date, the attendance on the most recent EOC will be used and Licensee will be charged for the number of guests delineated in such EOC. Any increases after the final guarantee is subject to premium pricing.

EOC will be used and Licensee will be charged for the number of guests delineated in such EOC.

If the EOC provides for per person charges, Licensee shall pay for every person served at each Event at the per person charges specified on the EOC provided. However, if the number of persons served at the event is less than the guaranteed attendance, the Licensee shall pay the per person charges on the basis of the guaranteed attendance. Caterer reserves the right to count guests using a mutually agreed upon counting method for an event which is billed on a per person basis. Should this guest count be less than the guaranteed attendance, the Licensee shall pay the guaranteed attendance.

The guaranteed attendance shall not exceed the maximum capacity of the areas within the Facility in which the Event will be held. Caterer will be prepared to serve five percent (5%) above the guaranteed attendance, up to a maximum of thirty (30) meals (the "Overage") for plated and buffet meals only. Should additional persons attend the event in excess of the total of the guaranteed attendance plus the Overage, Caterer will make every attempt to accommodate such additional persons subject to product and staff availability. If Licensee fails to notify Caterer of the guaranteed attendance within the time required, (a) Caterer shall prepare for and provide services to persons attending the Event on the basis of the estimated attendance specified in the EOC, and (b) such estimated attendance shall be deemed to be the guaranteed attendance. Licensee will pay for such additional persons and/or a la carte items at the same price per person or per item plus the service charge and local taxes. If this Overage is exhausted, the Licensee will pay for each additional person at the same price per person/per item, plus applicable service charges and sales tax.

Should the guaranteed attendance increase by twenty percent (20%) or more within four (4) business days of the Event, Licensor, at its sole discretion, may charge the Licensee an additional twenty-five percent (25%) per guaranteed guest.

Caterer and Licensee agree that the Licensee may have additional personnel authorized to make decisions on behalf of the Licensee's Event(s). The Licensee is to inform the Caterer in writing who their authorized personnel are. To the extent an EOC is created hereafter, once such EOC signed (inclusive of the Licensee's authorized personnel) they shall be deemed to be part of, and are hereby incorporated into this Agreement.

Pricing: A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the Event. Licensee understands and agrees the prices set forth in the EOC are subject to increase in the event costs of food, beverage or other costs of operations increase leading up to or at the time of the Event and agrees to such pricing as reasonably set by Licensor or, as an alternative, shall be permitted to make reasonable substitutions on the menu with reasonable prior written notice.

Ancillary Minimum Spend: The "Ancillary Minimum Spend" as set forth in the EOC may be met by Licensee through Food and Beverage, audio/visual, Super Bowl trophy rental, centerpieces, appearances by the Gold Rush, Sourdough Sam, Niner Noise, or a 49ers Alumni, or other mutually agreed upon spend by Licensee on elements or experiences provided by Licensor for the Event. In the event that Licensee fails to meet the Ancillary Minimum Spend, Licensee shall be invoiced for the full Ancillary Minimum Spend minus any previously approved payments made against the Ancillary Minimum Spend by Licensee, regardless of costs incurred. Any payment made under this Section shall not modify any payment obligations of Licensee not covered by the Ancillary Minimum Spend. Licensee acknowledges that that space rental fee shall not be included in any Ancillary Minimum Spend calculations and cannot be used to offset any amount of the Ancillary Minimum Spend.

Authorized Areas/Event Space: Authorized Areas are reserved according to the contracted number of guests anticipated. Licensor reserves the right to relocate space based on significant increase or decrease in the number of attendees or in the case of a Facility-wide or NFL event, with reasonable written notice.

Rigging, Staging, Performance Lighting and Audio Services: Licensor retains exclusive rights to all rigging, staging, performance lighting and audio services and equipment. All such services and equipment must be installed and supervised by Licensor or our exclusive in-house provider. For events with a large infrastructure build or staging requirements, additional lighting, staging, and non-in-house audio-visual equipment union workers shall be utilized. All union staffing must go through Licensor.

Signage, Décor, Audio Visual: The “Levi’s ® Stadium” name and design is a registered trademark and may only be used with the express written consent of Licensor. Licensor reserves the right to approve all signage, staging, props and décor. No signs, banners or décor can be affixed to any Facility surfaces at any time. Licensor reserves the right to prohibit the erection of props or free standing display items in the Facility. Preferred vendors are encouraged for props, and décor rentals. Balloons and drones are not allowed in Stadium. No wheels on carpet, tile, in guest elevators, or through major entry doors. Carpeting is required for exhibit/tradeshow booths on platforms and concourse. A limited inventory of banquet furniture per **Exhibit E** may be provided to Licensee for use during the Event, some without charge (see Exhibit E for rates of inventory containing a charge). Rental needs in excess of the available individual event inventory will incur additional rental fees. Load in and load out procedures will be provided. Licensee and Licensor shall work to develop a setup plan for tables, chairs, and any other furniture a minimum of (14) days prior to the Event. Any modifications to the setup plan by Licensee within four (4) business days of the Event shall incur a one-time fee of five hundred dollars (\$500.00) to be invoiced along with any other outstanding balance owed by Licensee after the Event.

Staffing and Security: Licensor will be the exclusive provider of all staffing services, staff including but not limited to security, for all Events. The security department is available 24 hours a day, seven days a week. Licensee must follow Licensor’s directions with respect to Facility parking and entry. All packages and guests will be subject to search/pass through a metal detector.

Smoking: Smoking is not permitted anywhere on or around the premises.

Damages: Any damages to the Facility as a result of Event activities will be subject to repair charges. A scheduled walk through of the Authorized Areas will be mandatory prior to move-in and after move-out to assess conditions.

Dravage: Licensee is responsible for transporting any equipment or boxes it brings into the Facility or has shipped to the Facility. Any information regarding equipment or boxes must be communicated to the Caterer’s Catering Service Manager five (5) days prior to the Event. Licensee will incur a per box fee if Licensor staff members are utilized to store and/or move any equipment or boxes.

Photography & Videography: While using the Facility for the Event, Licensee and its employees, agents, members, invitees, and contractors shall not film, broadcast, televise, record, or capture any programs, activities or events in the Facility or its premises without the prior written approval of the Licensor. Guests are allowed to bring in compact cameras with lenses less than three (3) inches.

Vendors: All vendors must be pre-approved prior to entering the Facility and meet all Facility insurance requirements. Non-compliance will result in denied access to the Facility without exception. Licensee is not permitted to sell merchandise.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

- Licensee agrees to purchase, prior to commencement of its use of the Facility and to maintain during Licensee's use of the Facility the following minimum insurance coverage:
 - Worker's Compensation Insurance to comply with any applicable law.
 - Employer's Liability Insurance with minimum limits of \$1,000,000 per accident and \$1,000,000 per employee/\$1,000,000 policy limit for disease.
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence (bodily injury, including death, personal injury (libel, slander, false arrest) and property damage combined). Such insurance shall include, but not be limited to personal injury, contractual liability and products-completed operations insurance.
 - Business Automobile Liability Insurance, including owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 per occurrence (bodily injury, including death and property damage combined).
 - Umbrella Liability Insurance applying in excess of the items listed above with minimum limits of \$1,000,000.
- The insurance policies covering Commercial General Liability, Business Automobile Liability and Umbrella Liability Insurance shall name Licensor, Santa Clara Stadium Authority, Forty Niners SC Stadium Company, Forty Niners Football Company LLC, and Volume Services, Inc. ("the Additional Insured Parties") and all subsidiaries, related or affiliated companies as additional insured and shall specifically state the coverage thereunder shall be deemed to be primary and not excess or contributory as respects any comparable insurance otherwise available to the Additional Insured.
- Workers Compensation policy shall include a waiver of subrogation in favor of the Additional Insured Parties.
- Should Licensee fail to provide and maintain the insurance required by this Exhibit, Licensor shall have the option, but not the obligation, to obtain any or all of such coverage under its own insurance. In such event, Licensee shall be invoiced for the cost of this coverage plus a thirty-five percent (35%) administrative fee. Licensor does not represent that any acquired insurance is sufficient to protect Licensee's interests or provide adequate coverage.
- If Licensee purchases event cancellation or other "first party" property insurance covering the property in or on the Facility or operations of the Facility shall be endorsed to waive any rights of subrogation that the insurance company may have against Additional Insured Parties.
- Prior to the commencement Licensee's use of the Facility pursuant hereto, Licensee shall procure from the company or companies in writing said insurance and present to Licensor a certificate or certificates, satisfactory to Licensor and that said insurance is in full force and effect and that the same shall not be canceled or materially changed without thirty (30) days notice to Licensor.
- Licensee shall require all of its vendors or subcontractors to provide foregoing coverages, as well as any other coverages Licensee or the Facility deems necessary. Such policies shall

include the Additional Insured and Waiver of Subrogation Clause as set forth above. However, the fact that any vendor or subcontractor provides or does not provide any of the foregoing coverages or any other coverages Licensee deems necessary, such coverage shall not itself relieve Licensee of its obligations to provide said coverages. To the extent Licensee does not require or the vendor/ subcontractor does not obtain such coverage, the Licensee agrees to indemnify and hold Additional Insured Parties harmless from all claims, demands, losses, expenses and judgments to which said coverages would have applied. The foregoing shall in no way limit the entire indemnity obligations of the Licensee.










EXHIBIT E

AVAILABLE BANQUET INVENTORY



Special Events Banquet Inventory

Additional inventory may be provided upon request, based on availability.

Tables		Size	Quantity	Price
	Round	72"	40	No Charge
		60"	10	No Charge
	Cocktail Round (High)	42" x 36"	10	No Charge
	Cocktail Round (Low)	30" x 36"	5	No Charge
	Half Round	30"	5	No Charge
	Banquet	8' x 30"	10	No Charge
		6' x 30"	10	No Charge
	Conference	6' x 18"	10	No Charge
	Serpentine	5.5' x 2.5	6	No Charge
Chairs		Size	Quantity	
	Modern Banquet Cocoa, Slate	18" x 18"	400	No Charge
	Chiavari with cushion Black, Black	16" x 16"	400	\$6.00 per chair
	Padded Folding White	16" x 16"	100	\$2.75 per chair