



### USE CONTRACT

This USE CONTRACT is made and entered into this day, April 12, 2023, between the City of Arlington, Texas, a municipal corporation of the State of Texas, ("CITY") acting by and through the Arlington Expo Center Director, ("DIRECTOR"), and Texas Workforce Commission, ("USER"), whose principal address is 101 E. 15th St. Room 630, Austin, TX 78778, for the purpose of a 2023 GRACE CONFERENCE. USER is represented by Ms. Nicole Rozas, 101 E. 15th St. Room 630, Austin, TX 78778, and whose phone number is (512) 463-6389, in his/her capacity as authorized agent for USER.

1. **FACILITIES AND PERIOD OF TIME.** The City of Arlington agrees to make the following area or areas of the Arlington Expo Center ("facilities") available during the term of this Use Contract:

Date	Time	Function	Room	Room Rental
Tue 09/26/23	8:00 AM - 6:00 PM	Move In	Exhibit Hall 2 & 3	\$700.00
Wed 09/27/23	6:00 AM - 6:00 PM	Public	Exhibit Hall 2 & 3	\$1,400.00

Type	Description	Quantity	Price	Unit	Total
Parking	Gate	TBD	\$10	Car	TBD

2. **TERM.** The Term of this Use Contract shall begin on September 26, 2023, at 8:00 a.m. and shall end on, September 27, 2023 at 6:00 p.m. Daily use is considered any continuous 14-hour period and includes USER's move-in and move-out time. The area or areas shall be available to USER for any continuous 14-hour period between the hours of 6:00 a.m. and 12:00 midnight. Additional charges will be incurred for events exceeding the contracted rental period and between 12:01 a.m. and 5:59 a.m. as deemed necessary by the Director.

3. **USER FEES.** USER shall pay a total fee in the amount of \$2,100.00 for the use of the facilities.

- Fees are calculated according to the most current Arlington Expo Center Rate Schedule(s), copies of which is incorporated herein and attached to this Use Contract as Exhibits "A" through "C".
- USER shall pay the balance due in the amount of \$2,100.00, in full, no later than thirty (30) calendar days following conclusion of USER's event.
- Any applicable charges for parking, support personnel, services, utilities, or equipment furnished by the Arlington Expo Center, shall be paid no later than thirty (30) calendar days following conclusion of USER's event.
- Payment shall be made to the **ARLINGTON EXPO CENTER** and mailed or delivered to: **1200 Ballpark Way, Arlington, TX 76011.**

4. **DEADLINE FOR EXECUTION.** At the sole discretion of DIRECTOR, this Use Contract may be declared void if not fully executed and received by DIRECTOR by May 12, 2023. USER understands that the decision of DIRECTOR shall be final.

5. **SPECIAL PROVISIONS.** Any special provisions shall be set out in Addendums. Rental rate schedules are set out in Exhibit "A", Arlington Expo Center Rules and Regulations are set out in Exhibit "B", Equipment and Labor Rates are set out in Exhibit "C", and are incorporated in the Contract for all purposes. In the event of conflict between the Addendums and Exhibits, and this Contract, the Addendums and Exhibits shall have priority as to interpretation and procedure.

6. **USE OF FACILITIES.** USER is entitled to the use of the facilities for the purpose specifically set out above. The facilities must not be used for any purpose other than that specified above. Use of the facilities for any other purpose shall be a breach of this Contract and may result in the termination if this Use Contract and forfeiture of any and all monies paid to the Center by USER.

7. **INSURANCE.** CITY acknowledges that as a matter of state law the USER cannot enter into a "hold harmless" agreement with a vendor, nor can the USER expend appropriated funds to secure the liability insurance. Further CITY acknowledges that the USER as an agency of the State of Texas, is liable for the wrongful acts or omissions, or the negligent acts of its employees to the extent and for the amounts specified by the Texas Tort Claims Act

See Attachment A&B which is incorporated in reference.

**ORIGINAL**



8. **ASSIGNMENT.** Neither CITY nor USER will assign, sublet, subcontract, or transfer any interest in this Contract without the prior written consent of CITY. No sale, assignment, delegation of duties, or subcontract under this Contract shall be effective without written consent of CITY. Nothing in this paragraph shall preclude USER from selling exhibition space to members or suppliers of the particular group represented by the suppliers.
9. **LAWS AND RESTRICTIONS.**
- a. USER shall comply with all local, state, and federal laws, rules, regulations, and ordinances, including but not limited to the Rules and Regulations of the Arlington Expo Center, as they may be amended from time to time. USER and DIRECTOR both agree that they will comply with all applicable laws, rules, regulations and ordinances, including but not limited to the no-smoking policy and the requirements of the Police and Fire Departments, and will not do, nor suffer to be done anything on the premises during their term of this contract, in violation of these rules, laws, or ordinances. If the attention of USER is called to such a violation, User will immediately desist from and correct the violation. This USE Contract may be terminated by DIRECTOR, without penalty, at any time, whether prior to or during USER's use of the facilities, if such use would result in a violation of any such law, rule, regulations, or ordinance.
  - b. **USER, its employees, agents or invitees, shall use the facilities in a safe and careful manner, and solely for the purpose specified above. USER shall not use nor allow any of its employees, agents, or invitees to use the facilities in a manner that infringes upon the rights of other users of the facility.**
  - c. **USER shall not permit the facilities, or any portion thereof, to be used: for the sale or distribution of alcoholic beverages, except through CITY's food and beverage concessionaire; or, for any unlawful or immoral purpose; or, in any manner which would injure persons or property in, on, or near the facilities covered by this Contract.**
  - d. USER shall not do any act or suffer any act to be done during the term of this Contract that might, in any way, mar, deface or injure any part of the Center. Upon termination of this Contract, USER shall deliver up to CITY the facilities in as good condition and repair as the same was found at the beginning of the term of this Contract. USER shall be responsible for expenses associated with excessive cleanup and any and all damages caused by the USER or USER's employees, subcontractors, or attendees to the facility.
10. **RIGHT OF ACCESS.** DIRECTOR reserves the right for Director of the Arlington Expo Center or his/her representatives, to enter upon and have access to the premises at any and all times on any matters connected with the facilities and retains the right to control the management of the Expo Center and to enforce any laws, rules, regulations, and ordinances. However, DIRECTOR is under no obligation to enter upon the facilities.
11. **INDEMNIFICATION & HOLD HARMLESS.** <DELETED>
12. **TERMINATION OF CONTRACT.** USER shall be in default of this Contract if USER changes the nature and purpose of the event, fails to pay any fees, deposits, or invoices, fails to obtain or maintain appropriate insurance policies in accordance with this contract, fails to obey the requests of DIRECTOR, or his/her representative concerning matters of security or safety for attendees or employees or damage to the facility, or fails to comply with any other terms and conditions of this agreement. In the event that any default occurs, DIRECTOR shall notify USER or its agent, either orally or in writing, of the occurrence of an event of default and may terminate this agreement immediately upon notice to USER and all deposits and monies received in accordance with this agreement shall be returned to USER. Nothing in this section shall be construed to impair or limit the right of DIRECTOR to terminate this Contract for reason(s) set forth elsewhere in this Contract. Failure of DIRECTOR to insist upon strict performance of any of the terms in this section or failure to notify USER properly in the event of a default, shall not be deemed a waiver of any right of the Director to insist on strict performance of any rights or remedies as to prior or subsequent default.
13. **COPYRIGHTS, ROYALTIES AND TRADEMARKS.** USER warrants that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during the USER's use of the facilities unless USER has obtained permission in accordance with the law and paid all required license fees. USER covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during the use of the facilities.
14. **SEATING CAPACITY.** USER shall not sell or distribute or permit to be sold or distributed, tickets or passes that exceed the seating capacity of the facilities or any portion thereof in the configuration in which the facilities or portions thereof will be used.
15. **CONCESSIONS.** CITY shall provide at USER's expense, unless otherwise specified in this Contract, the following:
- a. Concessions of any type, including but not limited to food, beverages (alcoholic or non-alcoholic) and any other food and beverage products;
  - b. Garment check-in;
  - c. Parking;
  - d. Exhibitor electric, water, telephone or other utilities required for exhibits, performances or meetings;



- e. Rigging and labor for rigging of sound and lighting systems of any kind that are suspended from or attached to hang points, gridwork, or ceilings, and the motors to raise and lower those systems;
- f. Novelty-type items (T-shirts, program books, etc.);
- g. Crowd management services including ushers, ticket takers, ticket sellers, badge checkers, door guards, security, overnight security, police officers, and paramedics; and
- h. Any product or service specifically reserved in the Arlington Expo Center Rules and Regulations, as amended, for exclusive sale by CITY.

USER understands that the sale of the additional items or services may be reserved exclusively to CITY, either before or after the signing of this Contract, through amendment to the Expo Center Rules and Regulations.

16. **SCHEDULING SIMULTANEOUS EVENTS.** Unless otherwise specified in writing, DIRECTOR of the Expo Center shall be permitted to schedule other events in the building simultaneously.
17. **RADIO AND TELEVISION BROADCASTS.** USER shall not transmit nor permit anyone to transmit from the facilities a description of any part of the event by means of radio, television, cable, videotape, satellite broadcasts, digital audio or video streaming, or other method of transmission of aural or visual reports without the prior consent of DIRECTOR.
18. **PASSAGEWAYS.** All "common" areas, including entrances, lobbies, hallways, walkways, plazas, parking areas and all other exterior areas of the facility are under the exclusive control of DIRECTOR. No portion of common areas, including the parking lots, sidewalks, ramps, entries, corridors, passageways, halls, stairwells, aisles, and driveways shall be obstructed by USER or used for any other purpose other than for ingress or egress from the facilities without prior written consent of DIRECTOR.
19. **ENTERTAINMENT STANDARDS.** USER agrees that the performance, exhibition, or entertainment to be held at the facilities under this Contract is not illegal or obscene and agrees to immediately cease and desist from presenting or continuing to present any portion or portions of a performance, exhibition or entertainment deemed obscene or illegal by the appropriate law enforcement authority. CITY's discretion performance, exhibitions or entertainment may be taped, videotaped, and/or filmed for purposes of reviewing the contents of such performance in the event any legal or contractual issues arise as to the content of the performances. Such tape, videotape, and or film shall not be used for any commercial purposes and shall be destroyed or erased after a reasonable length of time if no legal or contractual issues arise.
20. **VACATION OF PREMISES.** In the event that USER fails, for whatever reason, to vacate any or all of the facilities upon the expiration of the term set forth above, at the sole expense of USER, CITY may, without incurring any liability for such actions, remove all goods, wares, merchandise or other property remaining on or about the facilities to dispose of, or store those items at DIRECTOR's discretion.
21. **VENUE.** The laws of the state of Texas shall be the applicable law. The Texas Attorney General's Office will handle any disputes arising out of this contract. The parties to this Contract agree and covenant that this contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.
22. **ENTIRE CONTRACT.** The terms of this Contract with its attached exhibits constitute the full and complete agreement between the Parties. No verbal or written agreement shall, in any way, vary or alter the terms of this Contract unless both parties consent in writing to the terms of such agreement.

IN TESTIMONY WHEREOF, USER and CITY execute the Use Contract on the date and year written below.

USER: Texas Workforce Commission

City of Arlington /Arlington Expo Center

By: Lowell A. Keig  
Printed or Typed Name

By: Keri Parker Berry  
Printed or Typed Name

Signature: *Lowell A. Keig*

Signature: *Keri Parker Berry*

Title: Business Operations Director

Title: Director, Convention & Event Services

Date: 4/18/2023

Date: 4/18/23