

GUILFORD COUNTY

**THIS AGREEMENT** is made and entered into on this 10<sup>th</sup> day of October, 2015, by and between the City of Greensboro, a municipal corporation of the State of North Carolina, on behalf of the Greensboro Coliseum Complex, 1921 West Gate City Blvd., Greensboro, North Carolina 27403 (hereinafter referred to as Coliseum) and Tournament Hosts of Greensboro, Inc. a North Carolina non-profit corporation, c/o Post Office Box 1888, Greensboro, North Carolina 2702 (hereinafter referred to as THOG to provide for THOG's performance of various services for Coliseum and use of certain Greensboro Coliseum facilities, service sand equipment as are hereinafter provided.

**WITNESSETH:**

**WHEREAS**, THOG was formed to provide entertainment, hosting and other general assistance in connection with hosting various events, including the Atlantic Coast Conference Men's and women's Basketball Tournaments, and other events as mutually agreed upon to be held at the Greensboro Coliseum Complex (the "Coliseum") or in the City of Greensboro As shown on the schedule (Schedule A) attached hereto, (hereinafter collectively referred to as the "Tournament"); and

**WHEREAS**, THOG has agreed to perform certain services for Coliseum and to host various entertainment activities and function at the Coliseum in connection with various events with consent of the contracted party; and

**WHEREAS**, Coliseum and THOG have agreed on certain terms and conditions whereby THOG may undertake to provide the entertainment activities and functions to the Conference, its constituent universities, their guests and invitees, as described herein below;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Coliseum and THOG agree as follows:

1. **Term:** The term of this Agreement shall be for five (5) years with the option to renew for two (1) additional one-year extensions each. This agreement may be terminated by either party upon written notice to be given no less than 30 days prior to the intended termination date. The parties acknowledge and agree that the Schedule A attached hereto is not inclusive and that other events may be added thereto by mutual consent.
2. **Services & Budget:**
  - (a) **Services:** THOG will perform various services for Coliseum mutually agreed upon by the parties in connection with the events. An illustrative list of services to be provided for each tournament or events will be submitted as budgeted documentation for funds to be encumbered for the contract in conjunction with the event.

(b) **Budget:** The services that THOG shall provide hereunder include services listed on Exhibit A. THOG shall submit its budget estimate to the Coliseum, and the Coliseum shall, after approval of same and upon receipt and approval of invoices or other documentation requested, pay such amounts to THOG for performance of such services. If the actual cost of the budgeted service exceeds more than five (5%) of the approved budget for such service, THOG shall request prior authorization from the Coliseum Managing Director to exceed the budgeted amount for such service and, after approval of such authorization by the Coliseum, and upon receipt of and approval of invoices or other documentation as may be requested, the Coliseum shall pay such amounts to THOG for the performance of such services. Within sixty (60) days after conclusion of each event, THOG shall submit to Coliseum an account prepared by Certified Public Accountant of all expenses for such service and the parties shall settle and remit any amounts due after such accounting has been agreed upon. In any event, Coliseum shall reimburse or pay to THOG any amounts approved by Coliseum and paid by THOG in connection with this Agreement. In any event, the City will not reimburse THOG any amount great than the total of Exhibit A as amended from time to time without the approval of change orders to approve such expenditures.

(c) Any payments to the Tournament Hosts of Greensboro, Inc. are derived from the ACC Women's Basketball Tournament contract, budgeted for eighty thousand dollars (\$80,000) each year of the contract and any additional funds needed will be offset by ancillary revenues (concessions, parking, sponsorships, etc.).

3. **Facilities Provided:** Coliseum agrees to provide to THOG for the term of the Tournaments, or other events, defined portions. Other locations on site may be added as mutually agreed upon for hospitality functions which may include the War Memorial Auditorium and the Media Room (hereinafter collectively referred to as the "Premises"). Coliseum expressly reserves for its own use, with the privilege of occupying and using the same, all lobbies, offices, spaces in halls, corridors, basement, concessions stands, supply rooms and grounds used by THOG for its own purposes, except as expressly hereinafter set forth. Coliseum shall also provide to THOG reasonable office space, equipment and support for THOG's administrative director/consultant.
4. **Purpose of Use:** THOG shall have the right to occupy and use the facilities aforesated for the purpose of providing the entertainment activities and functions for the Conference as described in the "Official Tournament/Event" brochures, together with hospitality functions for the Conference, certain corporate sponsors of the Tournament and certain media group and Fanfest organizers as mutually agreed upon.
5. **Insurance and Damage/Loss Liability:** THOG shall indemnify and hold harmless Coliseum from all loss, cost and expense arising out of any liability or claim of liability for injury or damages to person or property sustained or claimed to have been sustained by anyone whomever, by reason of the use

and occupation of the facilities hereinabove described, whether such use is authorized or not, or by any act or omission of THOG or any of its officers, agents, employees, guests, patrons or invitees, and THOG shall pay for any and all damage to the property of Coliseum, or loss or theft of such property, done or caused by such persons. These terms of indemnification shall be effective unless such damage, injury or loss of property results from the gross negligence or misconduct of Coliseum. Upon request of Coliseum, THOG shall execute and deliver to Coliseum before the Tournament commences a commercial liability insurance policy, including public liability and property damage, written by a company licenses to do business in the State of North Carolina. Said commercial liability insurance shall cover the Premises and shall provide minimum limits of coverage in the amount of \$1,000,000 per person with a \$2,000,000 aggregate. Certified copies of a certificate evidencing the existence of insurance coverage shall be delivered to the Coliseum. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or otherwise modified without giving at least ten days written notice to Coliseum. Coliseum shall be named as an additional insured in any liability policy required and provided hereunder. The cost of such insurance shall be a reimbursable expense.

6. **Catering:** THOG may employ, at its expense, the services of one or more commercial caterers, provided said caterer is approved by Coliseum management. THOG shall be required to submit any and all food service arrangements and/or requirements to the Coliseum Manager for approval. No fee shall be required of THOG for such catering services by Coliseum.
7. **Parking:** THOG's guests and invitees shall be provided parking access and spaces in accordance with a parking plan to be mutually agreed upon by Coliseum and THOG. Coliseum and THOG shall coordinate such parking plan so as to take account of the Tournament parking needs and requirements of the ACC or other contracted Event.
8. **Licenses and Permits:** THOG shall be responsible for acquiring and shall pay the cost of any and all licenses and permits as may be required by authorities having jurisdiction over the Coliseum and operations and activities therein. At its discretion, Coliseum may acquire such licenses or permits on behalf of THOG and THOG shall reimburse Coliseum for same. THOG shall be responsible for security and necessary copyright, license or permission in connection with any copyrighted or trademarked materials that THOG may use at the Premises. THOG shall indemnify and save Coliseum harmless from any and all claims, expense or suits for copyright infringement which may arise from the performance of this Agreement.
9. **Decoration Services:** THOG may employ the services of a decorator to assist THOG in the decoration of the Premises, subject to Coliseum's mutual agreement.
10. **Compliance with Law:** The parties acknowledge that THOG is performing a public purpose activity for which the Coliseum and the Coliseum will provide certain reimbursements to THOG. THOG shall comply with all applicable laws, regulations and ordinances, including specifically applicable bid laws with respect to items or services acquired by THOG and for which Coliseum provides reimbursement to THOG.

- 11. Miscellaneous:** All matters not delineated or expressly stated in this Agreement are reserved to the discretion of Coliseum. This Agreement and all and each of its terms and conditions shall be binding upon and operate to the benefit of the parties hereto, their heirs, successors and assigns. If the Premises is to be used by or open to any non-members, then no one shall be denied the equal privileges and enjoyment of having free and open access to the said Premises on the basis of race, color, national origin, sex, age or religion.
- 12. Counterparts:** This Agreement may be executed in duplicate original counterparts, and each counterpart, when combined with all other counterparts, shall constitute one original Agreement.
- 13. Assignment:** This Agreement may be only assigned by Coliseum should it be deemed necessary by Coliseum management.

## **SCHEDULE A**

**SCHEDULE OF EVENTS:** (at time of contract writing, may be updated during contracted period)

**2016 Women's ACC Basketball Tournament**

**2017 Women's ACC Basketball Tournament**

**2018 Women's ACC Basketball Tournament**

**2019 Women's ACC Basketball Tournament**

**2020 Women's ACC Basketball Tournament**

**2021 Women's ACC Basketball Tournament**

**2022 Women's ACC Basketball Tournament**

**2016 UNCG Season Basketball**

**2016 Men's and Women's ACC Swimming & Diving Championship**

**2017 Men's and Women's ACC Swimming & Diving Championship**

**2018 Men's and Women's ACC Swimming & Diving Championship**

**2019 Men's and Women's ACC Swimming & Diving Championship**

**2020 Men's and Women's ACC Swimming & Diving Championship**

**2021 Men's and Women's ACC Swimming & Diving Championship**

**2022 Men's and Women's ACC Swimming & Diving Championship**

**2016 YMCA Short Course Swimming**

**2020 Men's ACC BASKETBALL TOURNAMENT**

