EVENT SUPPORT AGREEMENT FOR NBC ALL AMERICAN BOWL 2022

WHEREAS, NBC Sports Ventures has selected the Alamodome in San Antonio, Texas ("City") as the site for its All-American Bowl Games on January 8. 2022 ("Event");

WHEREAS, NBC Sports Ventures and City entered into the Event stadium agreement dated January 4-8, 2022 ("Event Agreement"); and

NOW THEREFORE, NBC Sports Ventures and City now execute this agreement ("Agreement") for and in consideration of the promises contained herein and to comply with Texas Government Code Chapter 480 ("Events Trust Fund"):

Commitments.

- 1. This Agreement makes reference to the Event Agreement and sets forth certain obligations of both parties related to the Event. NBC Sports Ventures agrees to hold the Event at the Alamodome in San Antonio, Texas on January 4-8, 2022 under the terms of the Event Agreement. Pursuant to the Event Agreement:
 - a) City agrees to reimburse NBC Sports Ventures for event staffing cost, peer security, cleaning cost, audio/visual cost, first aid services, San Antonio Police Department Off-Duty Security, and San Antonio Fire Marshal services.
 - b) City agrees to reimburse facility rental (\$45,000-\$50,000) based on tickets sold and an additional (\$20,000-\$25000) based on additional comp tickets redeemed.
 - c) <u>Team Fees.</u> The City agrees to reimburse NBC Sports Ventures for the team fees associated with the bringing the football All-American Bowl game.
 - d) <u>Team Travel Expenses</u> The City will reimburse NBC Sports Ventures for its transportation cost related to daily shuttle service and airline flights for players, coaches and press.
 - The shuttle service that will run between airport, the facility and hotels.
 - Airline flights for players.
 - e) <u>Equipment Rental.</u> The City agrees to reimburse NBC Sports Ventures for equipment necessary for the performance of the All-American games.
 - f) <u>Team & Support (Coaches, trainers, team medical staff) Hotel Expenses.</u> The City will reimburse NBC Sports Ventures for the hotel expenses including meals for the players, coaches and team staff for their stay for the games.
 - g) <u>Event Staffing.</u> The City will reimburse NBC Sports Ventures for staffing cost required to execute the event safely and professionally, including the following staff:
 - Coaches, Referees, PA Announcer, Equipment Crew, Medical for Players and EMT for Players and building operational cost.
 - h) <u>Insurance.</u> The City will reimburse NBC Sports Ventures for the event insurance required for hosting the event.
 - i) <u>Permits.</u> The City will reimburse NBC Sports Ventures for any costs associated with obtaining of permits, licenses, insurance and boding for the Event.

The Parties agree that that the items listed in Paragraph 1 (a)-(i) are necessary for the Event.

- 2. The amount described in Paragraph 1 is limited to funds available from and approved for eventual distribution from the Events Trust Fund established for the Event. Any reimbursement received from the Events Trust Fund shall first be used to repay the City's local contribution and then to cover the costs set forth in Paragraph 1.
- 3. Attendance Seven (7) days upon completion on the Event, NBC Sports Ventures agrees to provide the actual attendance for this Event as follows:
 - a) Actual attendance with breakdown of projected attendance from:

- i. San Antonio Metropolitan Market;
- ii. Texas, outside the San Antonio Metropolitan area market; and
- iii. Outside the State of Texas.
- b) Breakdown of actual attendance including, but not limited to patrons, staff, players, and media.

Procedure

- 1. City will perform the duties of fiscal agent and administrator.
- 2. NBC Sports Ventures will work with City so that City may submit a request to the Office of the Governor for consideration of reimbursement from the Events Trust Fund for the Event.
- 3. City will review all associated documentation to determine eligibility for reimbursement from the Events Trust Fund.
- 4. City shall submit all eligible requests for disbursement from the Events Trust Fund for the Event, along with the City matching funds to the Office of the Governor no later than the 120th day after the last day of the Event.

General Terms.

- 1. Each Party agrees to cooperate with the other in good faith. NBC Sports Ventures must provide records and information necessary for compliance with Texas Government Code Chapter 480 to document attendance and the economic impact of the Event.
- 2. Should any portion or aspect of this Agreement be determined by a court of competent jurisdiction or the Office of the Governor to be invalid, then such invalidity shall not affect any other part or severable portion(s) of this Agreement, it being the intent of the Parties to obtain the maximum benefit possible from the remaining unaffected portion(s).
- 3. This Agreement is made subject to the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.
- 4. The Parties recognize that full obligations between the parties for the Event, including indemnity are addressed by the Event Agreement executed by those parties and the indemnity language in that document shall govern indemnification between those parties with respect to this Agreement. This Agreement is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision or provisions of the Event Agreement. The parties agree that the covenants, agreements, terms, provisions and conditions set forth in the Event Agreement shall continue to remain in full force and effect.

5. Each signatory represents that he/she is duly authorized to execute this Agreement on behalf of and to bind the Party for which he/she signs.

NBC SPORTS VENTURES

Gary Quinn

Vice President, Programming NBC Sports Ventures, LLC.

CITY OF SAN ANTONIO/ALAMODOM

Steve Zito &

General Manager Alamodome