



SMG TUCSON CONVENTION CENTER

260 S. Church Avenue
 Tucson, AZ 85701
 520-791-4101

PERMIT NO: 1448-65-65-55633

LICENSE AGREEMENT

SUMMARY OF BASIC TERMS

The following Basic Terms are incorporated into the License Agreement entered into by and between SMG ("Operator") and Trump 47 Committee, Inc ("Licensee").

EVENT: DJT 2024

LICENSE DATE: 9/11/2024 - 9/12/2024

LICENSEE ADDRESS:

Trump 47 Committee, Inc
 Bradley Crate
 PO Box 509
 Arlington, VA 22216

LICENSEE TELEPHONE:

LICENSEE E-MAIL: bradley.crate@djt24.com

EVENT TYPE: Assembly - 701

LICENSE PERIOD AND AUTHORIZED SPACE AND EXPENSES:

<u>Area</u>	<u>Function</u>	<u>Date</u>	<u>Time</u>	<u>Rental</u>
The Linda Ronstadt Music Hall	Move In	09/11/2024	7:30 AM - 11:30 PM	\$2,700.00
The Linda Ronstadt Music Hall	Performance	09/12/2024	7:30 AM - 11:30 PM	\$4,000.00
Subtotal				\$6,700.00
3.1% Rental Tax				\$207.70
Total Rental				<u>\$6,907.70</u>

<u>Item</u>	<u>Details</u>	<u>Date</u>	<u>Times</u>	<u>Expense</u>
TCC Ushers	Attendance Counters	9/12/2024	See Attached Estimate	\$810.00
TCC Security	Security Guards	9/12/2024	See Attached Estimate	\$6,561.00
Tucson Police Department	Crowd Control, Civil Disturbance & Dignitary Protection, Inside Music Hall Crowd Control, K9 Security Sweep	9/12/2024	See Attached Estimate	\$115,732.00
Fire Marshall & EMS Services	See Attached Estimate	9/12/2024	See Attached Estimate	\$5,311.50
Rhino Staging Service	See Attached Estimate	9/12/2024	See Attached Estimate	\$7,266.50
Housekeeping	See Attached Estimate	9/12/2024	See Attached Estimate	\$2,184.00

Equipment & Services	See Attached Estimate	9/12/2024	See Attached Estimate	\$450.00
			Subtotal Expenses	\$137,315.00
			ALL EXPENSES	\$145,222.70

Cancellation of space being held under "Licensed Period and Authorized Areas" of this License Agreement will not decrease the rental amount as stated herein. Any addition of space will be charged at the ongoing rate at the time of the adjustment and will increase the stated amount.

DEPOSIT: \$145,222.70 due upon receipt of this Permit

ALL DEPOSITS ARE NON-REFUNDABLE

SPECIAL CONDITIONS:

- *TCC contract may not be amended or modified. Event specific accommodations will be noted under Special Conditions and/or within an Addendum, which will be applied to the contract.*
- *Full estimate of expenses are \$145,222.70 which include Rent, Security, Tucson Police Department, Fire Marshall Services, EMS, Rhino Staging, Housekeeping, and Equipment & Services. Price does not include Food & Beverage, parking or any other third party expenses. Full estimate of expenses may vary based upon the speaker, event times, event needs and advance conversations between Secret Service, Tucson Police Department and Tucson Convention Center. Tucson Police Department and Secret Service are meeeting on Monday. Will have an update on Tucson Police Department expenses at that time and will send an addendum if necessary.*
- *Press Riser location TBD*
- *This event is not ticketed, guests are encouraged to register. The event is open to the public. Maximum capacity is 2,229 with pit chairs set in front of stage.*
- *Fair Market Value: Operator represents the rent paid by Trump 47 Committee, Inc. to Operator pursuant to the terms of the Agreement constitutes fair market value of the use of space*
- *Merchandise: Trump 47 Committee, Inc. is hereby authorized by Operator to sell merchandise at the Event. Trump 47 Committee, Inc. shall be the sole and exclusive seller of such merchandise at the Event and is responsible for remitting any applicable sales taxes.*
- *In the event of an epidemic, pandemic, quarantine or any other outbreak of novel virus infections among people that pose a public health concern, safety protocols may need to be addressed prior to contract date.*
- ***Permit must be signed and returned and All Expenses, \$145,222.70 must be paid prior to event announcement***

ANCILLARY SERVICES: Fees not already covered by deposit shall be paid on closing night.

ANCILLARY SERVICES CHARGES:

Ancillary services, i.e. parking, staging and rigging, electrical, telephone and internet, security-ushering needs, cost for crowd safety and traffic control services provided by the City of Tucson both within and outside the licensed areas and any additional fees are not included in the basic rental rate and will be billed at closing with credits applied with the previously paid deposit.

If total amount of equipment required by Licensee exceeds the Operator's inventory, then Licensee agrees to pay for the cost of renting the additional equipment.

OTHER CHARGES: Fees shall be made on the closing night of the use of areas unless a prior agreement is reached and accepted by both parties.

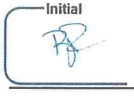
A room re-set charge will be assessed for all meeting rooms that require changeover from the initial set-up. The room re-set fee is the cost of that meeting room or 4 hours minimum labor charge, whichever is greater.

DUE DATE FOR DELIVERY OF THE DEPOSIT AND SIGNED LICENSE AGREEMENT: 9/9/2024 or at time of event announcement

DATE FOR DELIVERY OF INSURANCE CERTIFICATES: 9/9/2024

DUE DATE FOR RENTAL PAYMENT IN FULL BY LICENSEE 9/9/2024

LICENSEE: Trump 47 Committee, Inc

Initial

Initial

September 9, 2024 | 12:55 PM EDT
Date



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260 S. Church Avenue
Tucson, AZ 85701
520-791-4101

PERMIT NO: 1448-65-65-55633

LICENSE AGREEMENT

EVENT: DJT 2024

AREA/SPACE BOOKED: The Linda Ronstadt Music Hall

WHEREAS, the Operator operates the Tucson Convention Center (the "Center") in Tucson, Arizona as managing agent for the City of Tucson and Trump 47 Committee, Inc (Licensee).

WHEREAS, Licensee desires to obtain a license to use certain areas in the Center;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

SECTION 1: DEFINITIONS

Within this Agreement, each of the following terms shall have the meaning set forth after it.

- 1.A. City (The). The City of Tucson, a corporate body politic of the State of Arizona, which owns the Center.
- 1.B. Center. The Tucson Convention Center building, including Tucson Arena, Music Hall and Leo Rich Theatre, located in Tucson, Arizona and any additions thereto, its grounds, adjacent land, and any other structure temporarily in connection therewith.
- 1.C. Convention Center Catering Contractor: Savor, providing food and beverage service for the Center under an exclusive agreement with Operator or Authority, as of October 1, 2014.
- 1.D. Operator (The). SMG has been designated and authorized, by the City, as manager and operator of all the other parts of the Center, to act on its behalf on all matters herein contained.
- 1.E. General Manager. The Operator's chief executive and operating manager.
- 1.F. License Fee. The fee for Licensee's use of the Licensed Areas, as shown in the summary of Basic Terms, which fee does not include Ancillary Charges or Other Charges incurred by Licensee under the terms of the License Agreement.
- 1.G. Licensed Areas. The areas in the Center shown in the Summary of Basic Terms and designated as "Licensed Areas".
- 1.H. Licensee. The person or entity shown as "Licensee" in the Summary of Basic Terms.
- 1.I. Regulations. The facility regulations in the booklet entitled "Tucson Convention Center Event Planning Guide" heretofore delivered by Operator to Licensee. The Event Planning Guide is incorporated in this License Agreement as though fully re-written herein, and any violation of the Event Planning Guide is a breach of this License Agreement.
- 1.J. Summary of Basic Terms. The two (2) page summary attached to this License Agreement and incorporated herein.

SECTION 2. SCOPE OF LICENSE

2.A. GRANT OF LICENSE

Licensee shall have the exclusive right during the License Period, set forth in the Summary of Basic Terms, subject to all rights of the Operator and its employees herein reserved, to enter, to use the Licensed Areas for the Event shown and described in the Summary of Basic Terms, but for no other uses.

2.B. COMMON AREAS

In addition to the Licensed Areas, as set forth in the Summary of Basic Terms, and except as otherwise provided herein or in the Event Planning Guide, Licensee shall have, during the License Period, the non-exclusive right to use the common areas of the Center to provide access, ingress and egress for its use of the Licensed Areas. Common areas include, but are not limited to, lobbies, stairways, hallways, escalators, elevators, restrooms,

SECTION 3. LICENSE FEE, ANCILLARY SERVICES CHARGES AND OTHER CHARGES: PAYMENT

3.A. Licensee shall pay to Operator a License Fee for the license herein granted, as set forth in the Summary of Basic Terms, which Licensee Fee shall not be inclusive of Ancillary Services Charges and Other Charges incurred by Licensee. In the event Operator permits Licensee to use the Licensed Areas prior to or after the License Period, the License Fee shall be increased pro rata.

3.B. DEPOSIT

Simultaneously with the execution and delivery of this License Agreement, Licensee shall pay the Deposit shown in the Summary of Basic terms; Licensee's Deposit shall be NON-REFUNDABLE, except as otherwise expressly provided herein. The Deposit will be credited against the License Fee and any Ancillary Services Charges or Other Charges incurred by Licensee pursuant to this License Agreement.

3.C. MOVE-IN/MOVE-OUT DAYS

Any move-in or move-out days required by Licensee shall be limited to those shown in the Summary of Basic terms, except as increased by Operator's written permission, and Licensee shall be charged for them in accordance with the rates shown thereon.

3.D. ANCILLARY SERVICES CHARGES

In addition to the License Fee payable herein, Licensee shall pay Ancillary Service Charges including the cost for crowd safety and traffic control both inside and outside the Licensed Areas, that are provided by the City. In accordance with the schedule shown on the summary of Basic Terms, a further deposit is required to be paid at the time of the Execution of this Agreement, to be applied against Ancillary Services Charges ("Ancillary Service Deposit") and otherwise governed under the terms of Section "3B", above.

Licensee shall be responsible for all Ancillary Services Charges, including charged for Ancillary Services provided by the City of Tucson that might exceed the amount of the Ancillary Service Deposit. If the actual cost of the Ancillary Services exceed the amount of the Deposit, the Operator will invoice Licensee for those costs, and Licensee shall pay those additional costs within Five (5) days of the date of invoice. If the amount of the Ancillary Services Deposit exceeds the actual cost of the ancillary Services, the Operator will refund only the amount of the Ancillary Services Deposit that exceeds the actual cost of the ancillary Services.

3.E. FOOD AND BEVERAGE SERVICE

Licensee shall contract for all food and beverages service at the Center with the Convention Center Catering Department. Licensee shall pay all contracted food/beverage service charges pursuant to the terms of the written agreement between Licensee and the Convention Center Catering Department.

3.F. PAYMENT OF LICENSE FEE, ANCILLARY CHARGES AND OTHER CHARGES

Following the close of the Licensee's Event, the Operator shall bill Licensee for License Fee, Ancillary Charges and Other Charges remaining unpaid after application of the Deposit and any Ancillary Service Deposit, and Licensee shall pay the same on or before the date indicated in the Summary of Basic Terms.

3.G. SET-UP REQUIREMENTS

At least three (3) days prior to the first Event, Licensee shall provide to Operator, for Operator's review (and/or the review of any consultant or representative engaged by Operator), a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Center or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

3.H. PARKING

Unless otherwise approved by the Operator Manager, fees for the use of the Center's parking facilities shall be charged according to the Tucson Convention Center's Regulations.

3.I. MERCHANDISE - Refer to Special Conditions

SECTION 4. SERVICES

4.A. EXCLUSIVE SERVICES

Services for Licensee's Event shall be provided in accordance with the Equipment and Services outlined in the Event Planning Guide; services by Operator, which are therein described as subject to fees or charges by Operator, are Ancillary Services, and, if provided by the Operator, shall be charged to Licensee at the rates shown on Operator standard order forms, or, if not there expressly listed, at the rates standardly charged for such Ancillary Services by Operator. All internet and high-speed data connection services must be ordered from Operator. Licensee, or Licensee subcontractors may not resell Operator provided exclusive services, and Operator will provide such services upon execution of Operator order form.

4.B. 1 SERVICES PROVIDED BY OPERATOR INCLUDED IN RENTAL

Operator shall furnish, without cost to Licensee on Event show days, normal air conditioning or heat, overhead lighting, restroom facilities and janitorial services consisting of cleaning of common public areas, not including aisle or exhibit booth cleaning, in accordance with Operator Event Planning Guide.

Failure to furnish any of the foregoing due to circumstances beyond the control of Operator shall not be construed as a breach of Agreement. It is understood by Licensee that services will be provided only to the extent of existing available inventory and in consideration of other tenants.

4.B. 2 SERVICES NOT INCLUDED IN RENTAL

All services, equipment and personnel not provided for in Section 4.B.1 shall be paid for by Licensee. Such other services, equipment and personnel include, but are not limited to:

- Guest services; such as security, crowd, and traffic personnel
- Nursing/medical personnel
- Stagehand and stage lighting and operation. Sound set-up and operation, including technicians (other than normal P.A. System)
- Insurance (see Section 6)
- Equipment as outlined in equipment rental list
- Bulk trash removal services
- Food and beverage
- Exhibit aisle and Booth cleaning services (if applicable)
- Event or Post-Event cleaning
- Box Office Services (if applicable)
- Move-in and move-out air conditioning and/or heat
- Telecommunications or utility services
- Housekeeping fees
- Event ticketing

Operator reserves the right to determine the number of personnel required to perform any of the services described in this Facility Lease Agreement, whether any or all such functions are provided at the Licensee's expense of or by Licensee.

Licensee agrees that all services at or in the Facility shall be performed in conformity with the Facility Event Planning Guide as in effect at the time of the Convention, Trade Show, Consumer Show, or other Event, and Licensee agrees that it shall make adherence to such Event Planning Guide a condition of all contracts, agreements, and directives for shipments and services connected with the Convention, Trade Show, Consumer Show, Sporting Event, Family Show, Concert or other Event.

Licensee must use Operator furnished services and personnel unless specifically excluded herein: No exclusions or exceptions.

Operator will provide Licensee with a written estimate of all additional charges for services provided by Operator and may revise such estimate from time to time. Licensee may be required to tender a deposit in the total amount of the original estimate and any increases reflected by revised estimates within 30 days of delivery notice.

Operator reserves the right to review, in advance of the Event, proposed security staffing levels and may request Licensee to increase or change its security arrangements and, licensee shall promptly comply with such request. The cost of such charges will be borne by Licensee.

4.C. TOXIC AND NONTOXIC WASTE DISPOSAL

Licensee shall dispose of all non-toxic fluids, chemicals, petroleum-based products, perishable items or any other non-dry and non-toxic material, in a manner acceptable to Operator.

Licensee shall contain and dispose of any material considered to be toxic under applicable state and federal laws in the manner required thereby. The disposal of toxic material shall be the sole responsibility, liability and expense of the Licensee. Operator shall have the right to intervene in the interest of the safety of property and people at the Center.

Licensee shall fully comply with any waste recycling policies, Event Planning Guide of Operator and agrees to enforce compliance therewith by its employees, agents, contractors and invitees. Licensee shall pay for any costs incurred by Operator due to any failure by Licensee or its employees, agents, contractors and invitees to comply with said waste recycling policies, rules and regulations.

SECTION 5. REPAIR AND RETURN OF FACILITY/REVIEW OF EVENT PLANNING GUIDE/EVENT RULES

5.A. REPAIR AND RETURN OF FACILITY

Licensee shall have the right, upon request to Operator, to conduct an inspection with Operator, of the Authorized Areas to be used by Licensee, as set forth herein, and any existing damages or problems found in the inspection shall be noted in writing. All damage or problems noted during inspection may be repaired prior to Licensee's use of Authorized Areas if, in Operator's sole discretion, the repairs are necessary for Licensee's use of same, and the Licensee shall pay all costs to return the Facility to Operator in the condition in which it existed prior to the term of this Agreement as well as any costs to repair or replace property at the Facility damaged or lost in the rented space only during the term of this Agreement, normal wear and tear or Operator's gross negligence or willful misconduct expected.

If the Facility or any portion thereof is damaged by any act, omission, default or negligence of Licensee or Licensee's agents, subcontractors, employees, patrons, invitees, guests, or any persons admitted to the Facility by Licensee, then Licensee will pay to Operator, sum equal to the cost of repairing and restoring facility to its condition at the commencement of this Agreement; or Licensee will, at the option and approval of the Operator, make or cause to be made such restoration and repairs at its own expense.

5.B. SAFETY PROCEDURES/REGULATIONS

Licensee shall review the safety procedures, requirements and precautions set forth in the Event Planning Guide, shall fully and punctually comply with the same, and shall instruct its exhibitors, employees, and other persons with entities acting directly or indirectly under the direction, supervision, or control of Licensee in sufficient degree to insure compliance with such procedures, requirements and precautions; failure to observe any of the same on the part of the Licensee, its employees, exhibitors, or any such persons or entities, or failure by any of the same reasonably to prevent violations thereof by Licensee's, or their own, invitees, shall be deemed to be a breach of this License Agreement by Licensee.

5.C. RENOVATIONS

Licensee acknowledges that the Center is now, or may be in the future, under renovation, expansion or remodeling, and that construction is, or in the future, may be in progress at the Center, and that portions of the Center may be inaccessible during construction, renovation or remodeling. Licensee shall cause its employees, agents, contractors, patrons, guests, licensees, and invitees, to comply with all reasonable rules and directives of the Operator and the City in connection with any construction, renovation, expansion or remodeling, including, but not limited to, keeping out of any area posted as being restricted, and the use of alternate routes to and from areas of the Center open to Licensee and/or to the public. Licensee acknowledges that the construction, renovation, remodeling or expansion of the Center on the part of the City shall not be deemed a breach of the City's obligations under this Agreement.

5.D. SIGNS AND GRAPHICS

Licensee, its employees, agents, contractors, patrons, guests, licensees, and invitees, shall not deface, remove, block, or obscure the view of any temporary or permanent signs, graphics, posters, barricades, banners, directional markings or other similar items at the Center.

5.E. EVENT RULES

Licensee shall conduct business in the Center in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for Center users, including fire, safety and health rules, as may be imposed from time to time by Operator and/or local authorities. Licensee shall provide to Operator for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Event Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

6.A. INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless Licensor, Operator, ASM Global Parent, Inc., City of Tucson, and Rio Nuevo and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Center (whether within or without an Authorized Area) caused to Operator, Licensor, Owner and/or persons and/or property in, on, or near the Center before, during or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Center, including without limitation, health and safety laws, the Civil Rights Act, the Americans with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Center or any fixture thereto, set-up, alterations, and/or improvements at or to the Center necessitated by and/or performed with respect to the Event.

6.B. INSURANCE

Licensee shall, at its sole cost and expense, procure and maintain, or, if Licensee is self-insured, provide the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein, and applicable throughout the License Period, including any move-in and move-out days, all to Operator's reasonable satisfaction. If Licensee fails to provide insurance, Operator reserves the right to procure all insurance coverage at the Licensee's expense.

(1) Commercial General Liability Policy with the addition of coverage as broad and as encompassing as the Broad Form Commercial General Liability Endorsement in the occurrence from, including loading and unloading operations, providing coverage against claims for personal and/or bodily injury or death and property damage occurring in or upon or resulting from Licensee's use or occupancy of the Center. Such general liability insurance shall include, contractual liability, products/completed operations, independent contractors, fire legal liability, and, if required by event, Volunteers and Pyrotechnics coverage. Such insurance shall be primary and non-contributory with any other coverage, including the Operator's, and such insurance shall afford immediate defense and indemnification of all named additional insureds including Operator and City to the limits of not less than One Million Dollars (\$1,000,000.00) and Operator reserves the right to request a copy of the policy endorsement.

(2) Commercial Automobile Liability or Business Auto Policy with limits not less than One Million Dollars (\$1,000,000.00) each occurrence, combined single limit for bodily injury or death and property damage as required.

(3) Workers Compensation Insurance: Coverage shall comply with all State and Federal requirements and will be in the statutory required limits. All employees of the Licensee must be covered by Workers Compensation.

(4) Employer's Liability Coverage: Coverage shall be placed with limits not less than One Million Dollars (\$1,000,000.00) per incident. Both the Commercial General Liability and Commercial Automobile Liability Insurance Policies described above shall include the following additional insured endorsement language:

SMG, ASM GLOBAL PARENT, INC., TUCSON CONVENTION CENTER, CITY OF TUCSON AND RIO NUEVO ARE NAMED AS ADDITIONAL INSURED AND ARE PROVIDED THE SAME COVERAGE AS THE NAMED INSURED, INCLUDING THE COST OF DEFENSE, AGAINST CLAIMS FOR BODILY INJURY OR DEATH AND PROPERTY DAMAGE OCCURRING IN OR UPON OR RESULTING FROM THE INSURED'S USE OR OCCUPANCY OF THE TUCSON CONVENTION CENTER, UNLESS SUCH CLAIM IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE ARISEN FROM THE SOLE AND GROSS NEGLIGENCE OR THE WILLFUL MISCONDUCT OF AN ADDITIONAL INSURED. THE NAMED INSURED COVERAGE IS PRIMARY AND SHALL NOT REQUIRE CONTRIBUTION FROM THE ADDITIONAL INSURED INSURANCE COVERAGE.

The cancellations clause for the above policies and certificate(s) shall read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

Upon receipt of any certificate of insurance, Operator reserves the right to require the alteration of the above clause. The parties agree and Licensee

understands that the specified coverage or limits of insurance in no way limit the liability of Licensee. Licensee shall maintain with respect to each such policy or agreement evidence of such insurance coverage and endorsements in conformance with all the requirements of this Agreement. Failure to do so shall constitute a material breach of this Agreement by Licensee.

6.C. WAIVER OF SUBROGATION

Licensee shall waive any and every claim against Operator, City, Rio Nuevo, and their respective agents and employees which arises or may arise in their favor during the License Period for any and all loss of, or damage to, any of its property if the loss or damage is covered, or required to be covered under valid and collectible fire, all risk and/or extended coverage insurance policies. Licensee's waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this License Agreement with respect to any loss or damage to property of Operator or Licensee.

Licensee hereby agrees to immediately provide written notice of the terms of this waiver of subrogation to Licensee's respective insurance company(s) from whom Licensee procures fire, all risk and extended insurance policies. Also, Licensee hereby agrees to immediately provide written notice to its insurance company(s), including the company(s), if necessary, to properly endorse the fire, all risk and extended insurance policies so as to prevent the invalidation of Licensee's policies due to the waiver of subrogation agreed to in this Section.

6.D. ACTS AND OMISSIONS OF THIRD PARTIES

Operator shall not be liable in any way for any acts and/or omissions of any third party, including, without limitation, any ticket agency used by Operator in connection with the sale of tickets for any Event.

SECTION 7. BREACH: REMEDIES

7.A. CURABLE BREACH: RIGHT TO CURE

Licensee's failure to perform any act required hereunder, including under the Event Planning Guide, when due shall constitute a material breach of this Agreement, time being in all cases of the essence.

If such a breach occurs more than thirty (30) days prior to the beginning of the License Period, Licensee, upon receipt of written notice from Operator, shall have five (5) days to cure Licensee's breach by performing the act required.

If such breach occurs within thirty (30) days of beginning of the License Period, Licensee, upon receipt of written notice from Operator, shall have twenty-four (24) hours to cure the breach by performing the act required.

If Licensee fails so to cure its breach, Operator shall have the right to invoke any and all of the remedies set forth in Section 7.C. below.

7.B. OTHER MATERIAL BREACH

Licensee shall also be in material breach of the Agreement upon the occurrence of any of the following events:

1. Material waste, injury or damage to the Center or its contents caused, permitted or threatened by Licensee or Licensee's event, or any actual or threatened physical injury to any person who is an agent, office, employer, contractor or licensee of the Operator.
2. Filing by or against the Licensee of a petition in bankruptcy or insolvency or for reorganization or arrangement or for appointment of a receiver or trustee of all or a portion of the assets of the Licensee; or
3. Making by Licensee of an assignment for the benefit of creditors. Upon occurrence of any of the foregoing, Operator shall have the right to invoke any or all of the remedies set forth below in Section 7.C. below.

7.C. REMEDIES

Operator may, at its option, invoke any or all of the following remedies, should Licensee be in breach of License Agreement:

1. Require of Licensee additional security for the performance by Licensee of its obligations hereunder
2. Without further notice, terminate this Agreement and revoke the License granted hereunder, except that if termination is due to a violation by Licensee of Section 8.D (ii) hereof and Licensee shall not have entered the Licensed Areas at the time of such violation, Licensee shall be entitled to the return of Licensee's deposit(s), less any out-of-pocket expenditures by Operator, the same being Licensee's sole remedy for any claim of Licensee arising from such termination by Operator;
3. Without further notice, enter and take exclusive possession of and remove all persons and property from the Center, its facilities, and its equipment, without the necessity of resorting to any legal proceedings;
4. Bring action against the Licensee to recover any fees due to hereunder and any damages sustained by Operator. To the extent Licensee has any

rights to prior notice or hearing before Operator exercises any of the remedies herein above, Licensee hereby specifically waives such rights. Licensee represents that it has undertaken to obtain the advice of legal counsel or to advise itself of such rights.

7.D. CANCELLATION BY LICENSEE

In the event Licensee cancels this License Agreement prior to or during its event, except for reasons set forth in Section 10.E., Licensee must pay Operator a sum equal to the Licensee Fee plus all accrued Ancillary Service Charges and Other Charges, agreeing that the same is a fair approximation of the advertising, clean-up, and legal charges to be incurred by the Operator in consequence of such cancellation. All non-refundable deposits paid shall be applied thereto. The Operator hereby agrees that the Licensee may re-book/reschedule the canceled meeting/event within one year of the original event date. The Operator will apply any pre-payments to the future event. If that newly assigned date is also canceled, the full license fee is due at the time of the cancellation.

SECTION 8. OBLIGATIONS OF LICENSEE

8.A. COMPLIANCE WITH LAWS

Licensee shall, at its own expense, promptly comply and cause its agents, servants, employees, contractors, patrons, guests, licensees or invitees to promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state county and city governments, departments, commission, boards and offices having jurisdiction.

8.B. LICENSES AND PERMITS

Licensees shall, at its own expense, obtain any licenses and permits required by federal, state, country, or city laws, ordinances and policies, and shall permit inspection by appropriate departments of agencies of federal, state, county or city governments.

8.C. SERVICE CONTRACTORS

Licensee shall submit to the Operator, in writing and at least fourteen (14) days prior to the beginning of the License Period, a list of all persons and/or entities, who shall provide a service on behalf of or to Licensee or Licensee's exhibitors during the License Period. Licensee shall insure that each such person and each employee of any such entity is fully protected and covered under Workers Compensation in the State of Arizona for any injury or sickness he or she may suffer in the course and scope of his or her employment during the License Period.

8.D. OBJECTIONABLE USES

Licensee shall not use or permit use of the Center in any way (i) which is in violation of any laws of the United States, the State of Arizona, the County of Pima, or the City of Tucson or (ii) which, in the sole reasonable discretion of Operator or City, would bring discredit or opprobrium, on Operator or City, or would be beneath the standards of good taste and excellence prevalent locally. Fireworks displays and delivery of any such equipment and materials related thereto must have prior written approval of Operator.

8.E. NON-DISCRIMINATION

Licensee, during any event held at the Center, shall not discriminate or allow discrimination against any person, or directly or indirectly, display, circulate, publicize or mail any advertisement, notice or communication which states or implies that any facility or service shall be refused or restricted because of sex, race, color, religion, ancestry, national origin, marital status, or disability would be unwelcome, objectionable, unacceptable, undesired or not solicited, or any other basis prohibited by law.

8.F. TAX REPORTING

Rental tax of 3.1% will be applied to all space rental.

SECTION 9. OPERATOR'S RIGHT OF ENTRY

Licensee understands and agrees that Operator reserves the right to enter the Licensed Areas at any time to conduct inspections, to preserve the Licensed Areas or the Center from harm, to protect the safety of personnel of Operator or other persons, to prevent the willful violation of any terms of this Agreement, or for any other reason in the Operator's sole discretion, Operator being bound at all times to take reasonable steps to avoid the disruption of Licensee's Event to the extent feasible in the circumstances.

10.A. COPYRIGHTS AND PROPRIETARY MATERIAL

LICENSEE shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music, or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event. Licensee shall indemnify, defend and hold Operator and Authority harmless from any liability, claims or costs, including attorney's fees arising from the use of any such materials or any claim of infringement or violation of the rights of the owner.

10.B. APPLICABLE LAW

Any action by one party to this License Agreement against the other arising out of this Agreement or of conduct, acts or activities of the parties hereunder will be governed by Arizona law and may be prosecuted only in the state of Arizona

10.C. ATTORNEY FEES

In any action proceeding brought to enforce any provision of the Agreement or to seek damages for a breach of any provision hereof, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other available remedy.

10.D. DELIVERY OF NOTICES

All notices shall be in writing, Notices to Licensee from Operator, for breach of this Agreement, shall be delivered by Federal Express, UPS, United States registered or certified mail, messenger service or any similar type service to Licensee, at the address provided in the Summary of Basic Terms or at any of the office designated in writing by Licensee and provided to Operator.

Such notice, addressed as set forth above, will be deemed to have been given to Licensee, upon delivery to Licensee's address. Operator's receipt of proof of delivery from the respective delivery service shall be deemed proof of receipt of such notice by Licensee. All other notices, requests, demands, instructions, or any other communications to be given to any party hereunder shall be in writing, sent by First Class Mail.

TO OPERATOR: SMG

Attention: General Manager

Tucson Convention Center

260 S. Church Avenue

Tucson, Arizona 85701

To LICENSEE: At the address set forth in the Summary of Basic Terms.

Notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with postage prepaid, addressed as set forth above. Addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effort for all purposes hereunder.

10.E. FORCE MAJEURE

If the Center is damaged from any cause whatsoever or if any other causality or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, pandemics, quarantine restrictions imposed by government officials, terrorist acts, striker or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by licensee, less any reasonable costs and expenses which have been incurred by licensor up to the time further performance is excused.

10.F. PARTIAL INVALIDITY

If any provision of this License Agreement is declared invalid or enforceable, the remainder of the provisions shall continue in full force and effect to the fullest extent permitted by law.

10.G. ASSIGNMENT: SUBLETTING LICENSED AREAS

Licensee shall not assign this License Agreement or any interest herein or permit the use of the Licensed Areas or any part thereof by any party. Licensee shall not sublet or sub-license any of the Licensed Areas without the prior written consent of Operator, except that Licensee shall have the right to permit its exhibitors, if any, to use the licensed areas in conjunction with Licensee's Event. Any purported assignment by Licensee shall be

and constitute a material breach of this Agreement and shall be null and void. Any substantive change in the nature of Licensee's event, without the prior written consent of Operator, shall be and constitute a material breach of this Agreement. Operator shall have the right to assign this License Agreement to any successor owner or manager of the Center.

10.H. AMERICANS WITH DISABILITIES ACT (ADA)

City warrants that it is in compliance with the Americans with Disabilities Act (ADA) and all regulations thereunder and acknowledges and agrees that Operator is responsible for the permanent building access accommodations, such as, but not limited to, wheelchair ramps, elevator standards, door width standards and restroom accessibility. Licensee acknowledges it is responsible for non-permanent accessibility requirements, such as, but not limited to, seating accessibility, auxiliary aids for the visually impaired, hearing impaired and mobility impaired.

10.I. SECTION HEADINGS

Section headings, numbers, letters, and emphasis marks have been inserted for convenience of reference only, and if there shall be any conflict between any such headings, numbers, letters, or emphasis marks and the text of this License Agreement, the text shall control.

10.J. SURVIVAL

The indemnification provisions set forth in this License Agreement and all provisions hereof which by their terms must necessarily be performed after the termination or expiration of this License Agreement shall survive such termination or expiration.

10.K. EFFECTIVE DATE OF LICENSE AGREEMENT

The effective date of this License Agreement shall be the date it is executed by the Operator.

10.L. AMENDMENTS TO AGREEMENT

This Agreement, with the exception of the Event Planning Guide herein incorporated, may not be amended or modified except in writing signed by the parties; provided, however, that if Licensee should verbally request an amendment to the terms set forth in the Summary of Basic terms and Operator agrees to such change and confirms the same in writing to Licensee, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

10.M. LIMITATIONS ON DAMAGES

Neither Operator nor City will be liable for, and Licensee hereby waives, any special, consequential, incidental, indirect or ancillary damages arising in any way of the formation, termination, performance or non-performance of this License Agreement, or the Licensee's use or non-use of the Center.

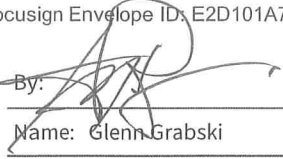
10.N. ELECTRONIC COMMERCE

Any acceptance, execution or validation of this Agreement or any communication or notice required thereunder or hereunder, shall be manually signed and delivered either by hard copy, telephone facsimile ("fax") or scanned and sent via electronic mail. No purported offer, acceptance, counteroffer, or binding agreement in connection with this transaction shall be made by automated agent, electronic agent, electronic signature (other than a faxed or scanned signature set forth above), telephonic voice mail, or sound recording. This section cannot be waived except by manually signed, written consent of both parties.

10.O. NO ORAL AGREEMENTS

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER OF THE CENTER OR ANY THIRD PARTY, HAS THE AUTHORITY TO MAKE, HAS MADE OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND OR/ OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGMENT.

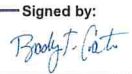
Date: 9/9/24

By: 
Name: Glenn Grabski
Its: General Manager

OPERATOR, SMG as managing agent for City of Tucson

LICENSEE SPECIFICALLY ACKNOWLEDGES RECEIPT BY LICENSEE, PRIOR TO THE EXECUTION OF THE FOREGOING AGREEMENT, OF A COMPLETE COPY OF THE EVENT PLANNING GUIDE REFERRED TO AND INCORPORATED THEREIN.

September 9, 2024 | 12:55 PM EDT
Date: _____

Signed by:
By: 
Name: E172B862AB06408... Bradley Crate
Its: Treasurer

LICENSEE: Trump 47 Committee, Inc

DATED: 9/6/2024 /kbc