

# City of Philadelphia



(Bill No. 180975)

## AN ORDINANCE

Authorizing the City Commerce Department, on behalf of the City of Philadelphia, to enter into agreement with the Philadelphia Authority for Industrial Development and the Philadelphia Convention and Visitors Bureau, both for the purpose of hosting the Army-Navy intercollegiate football game in certain years, under certain terms and conditions.

WHEREAS, The annual Army-Navy intercollegiate football game (“Army-Navy Game”) has become a tradition in Philadelphia, with The City of Philadelphia (“City”) hosting the Army-Navy Game of 87 out of 118 years it has been played, beginning in 1899; and

WHEREAS, The Army-Navy Game generates a significant benefit to the local Philadelphia economy by filling an estimated 30,000 hotel room nights in the region as well as attracting 50,000 visitors to the City for the weekend; and

WHEREAS, The City and the Philadelphia Convention and Visitors Bureau (“PHLCVB”) responded to a request for proposals from the Army West Point Athletic Association (“Army”) and the Naval Academy Athletic Association (“Navy”) to host the Army-Navy Game issued on August 11, 2016; and

WHEREAS, The Army and Navy accepted the City and PHLCVB’s proposal on August 22, 2017 to play the Army-Navy Game in Philadelphia at Lincoln Financial Field, in the years 2018, 2019, 2020, and 2022; now, therefore

### *THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:*

SECTION 1. The City Commerce Department on behalf of the City, is hereby authorized to enter into an agreement with the Philadelphia Authority for Industrial Development (“PAID”) for the purposes of hosting the Army-Navy Game, which agreement shall be substantially in the form set forth in Exhibit “A” hereto, pursuant to which PAID shall enter into a game agreement with the Army, the Navy and PHLCVB for the hosting of the Army-Navy Game

SECTION 2. The City Commerce Department, on behalf of the City, is hereby authorized to enter into an agreement with the PHLCVB for the delineation of responsibilities in hosting the Army-Navy Game, which agreement shall be substantially in the form set forth in Exhibit “B” hereto.

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SECTION 3. The City Solicitor is hereby authorized to include in said agreements such other terms and conditions as he or she deems necessary or desirable to protect the interests of the City.

SECTION 4. The Chief Clerk of the City Council shall keep on file the documents referred to as Exhibit "A" and Exhibit "B" and shall make them available for inspection by the public during regular office hours.

**EXHIBIT “A”**

**AGREEMENT BETWEEN**

**THE CITY OF PHILADELPHIA**

**AND**

**THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**

This AGREEMENT (the “Agreement”), is made this \_\_\_\_\_ day of November, 2018, by and between The City of Philadelphia, acting through its Office of the City Representative (the “City”) and the Philadelphia Authority for Industrial Development (“PAID”, together, the “Parties”).

**BACKGROUND**

**WHEREAS**, the City is a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania (the “Commonwealth”), having adopted the Philadelphia Home Rule Charter under the provisions of the First Class City Home Rule Act of April 21, 1949, P.L. 665 and has the authority to provide funds to PAID pursuant to Section 381 of the Economic Development Financing Law (defined below); and

**WHEREAS**, PAID is a public instrumentality of the Commonwealth and is a body corporate and politic organized and established by City and existing under the Pennsylvania Economic Development Financing Law, P.L. 251, August 23, 1967, 73 Pa.C.S.A. § 371 et seq., as amended (the “Economic Development Financing Law”), has the authority to enter into this Agreement pursuant to Sections 376(b)(4), 376(b)(11), 376(b)(12) and 376(b)(15) of that Law and has the authority to accept funds from the City pursuant to Section 376(b)(12) of that Law; and

**WHEREAS**, in Sections 372 and 372.1 of the Economic Development Financing Law, the Commonwealth declares it to be in the public interest to promote and encourage industrial, commercial and other economic development, including tourism; and

**WHEREAS**, the annual Army-Navy intercollegiate football game (“Army-Navy Game”) has become a tradition in Philadelphia, with the City hosting the Army-Navy Game for 87 out of the past 110 years, beginning in 1899; and

**WHEREAS**, the Army-Navy Game generates a significant benefit to the local Philadelphia economy by filling an estimated 30,000 hotel room nights in the region as well as attracting 50,000 visitors to the City for the weekend; and

**WHEREAS**, the City and the Philadelphia Convention and Visitors Bureau (“PCVB”) responded to a request for proposal from the Army Athletic Association (“Army”) and the Naval

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Academy Athletic Association (“Navy”, together, the “Academies”) to host the Army-Navy Game issued on August 11, 2016; and

**WHEREAS**, the Academies accepted the City and PCVB’s proposal on August 11, 2016 to play the Army-Navy Game in Philadelphia at Lincoln Financial Field in the years 2018, 2019, 2020, and 2022; and

**WHEREAS**, PAID agrees to assist the City in promoting and facilitating the Army-Navy Game by entering into a game agreement, a copy of which is attached hereto as **Exhibit “A”** (the “Game Agreement”), with PCVB and the Academies; and

**WHEREAS**, the Game Agreement requires PAID to perform certain duties and guarantee a certain level of ticket revenue to the Academies; and

**WHEREAS**, pursuant to this Agreement, the City agrees to perform all of PAID’s duties and guarantee all of PAID’s financial obligations required by PAID under the Game Agreement; and

**WHEREAS**, the Council of the City of Philadelphia has adopted an Ordinance (Bill No. 100304), approved by the Mayor of the City of Philadelphia on the 30th day of June 2010, authorizing the City Representative to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereto, intending to be legally bound by this Agreement, mutually covenant and agree as follows:

**1. Incorporation of Background.**

The Background recited above is hereby incorporated into and made a part of this Agreement.

**2. Term.**

The term of this Agreement shall be concurrent with the term of the Game Agreement, unless sooner terminated, as provided therein (the “Term”).

**3. City’s Obligations.**

(a) If applicable, the City will pay to PAID all funding necessary for PAID to meet all of its revenue guarantees and financial obligations under to the Game Agreement.

(b) The City will perform all of PAID’s duties in the Game Agreement including entering into a License Agreement with the Philadelphia Eagles for use of Lincoln Financial Field for the Army-Navy Game pursuant to terms of the Sublease and Development Agreement dated December 7, 2001 between the City and the Philadelphia Eagles Limited Partnership.

(c) PAID shall have all the rights and remedies hereunder against the City which the Academies have against PAID under the Game Agreement. The City agrees, however, that it shall not be relieved of any obligations set forth herein, explicitly or by reference, by reason of default or failure of PAID hereunder.

**4. PAID's Obligations.**

PAID will enter into the Army-Navy Game Agreement with PCVB and the Academies to promote and facilitate the Army-Navy Game in Philadelphia during the years 2018, 2019, 2020, and 2022.

**5. Pre-Auditing Responsibilities of the Controller.**

(a) PAID agrees that prior to the disbursement of any city funds ("City Funds") for its obligations under the Game Agreement, the Controller of the City of Philadelphia ("Controller") shall be provided with a copy of the underlying disbursement request ("Disbursement Request"), including any attached invoices (or copies thereof) and other information required thereby, and that the Controller shall be entitled to audit same.

(b) The Controller shall, within five (5) business days of the Disbursement Request, complete such audit and provide PAID a written report stating whether (a) the Disbursement Request is approved in whole or in part and that payment may be made thereon, or (b) if disapproved, in whole or in part, stating with specificity the reasons for such disapproval.

(c) In order for the City to pay a Disbursement Request, it must comply with the terms of the Game Agreement. The Controller shall approve each Disbursement Request, or portion thereof, except to the extent that such Disbursement Request, or portion thereof, does not comply with the terms of the Game Agreement.

(d) Upon approval of such previously disapproved Disbursement Request, or portion thereof, payment for such approved amount shall be made with the next payment to the contracting party or, if none, within ten (10) days after the date of such approval. In the event that the Controller fails to complete such audit within five (5) business days, the Disbursement Request shall be deemed approved by the Controller.

(e) PAID agrees to promptly submit such other information as the Controller may reasonably require. No request for additional information by the Controller shall extend the aforementioned five (5) business day period. In the event that a request for additional information results in the Controller's inability to complete an audit of the Disbursement Request (or portion thereof) within the five (5) business day period, payment may be made on such Disbursement Request (or any portion thereof), with the understanding that the amount of any resulting overpayment or otherwise unsubstantiated payment shall be withheld by PAID from a subsequent payment to the contracting party. Before the final payment is made by PAID to the Academies, PAID agrees to so notify the City in writing and, within thirty (30) days receipt of such notice, the City shall review and approve of PAID's final payment to the Academies.

(f) In the event that PAID contests any audit or other finding or request of the Controller, then the parties shall endeavor to resolve such dispute among themselves.

## **6. Indemnification.**

(a) In consideration of PAID's undertakings pursuant to this Agreement, the City shall and hereby does indemnify, defend and hold harmless PAID and the Philadelphia Industrial Development Corporation (PIDC), and their respective members, officers, directors, employees, and agents (the "Indemnified Parties") from and against all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands or judgments of any nature, including, without limitation, all liability by reason of injury (including death) to persons and damage to any property, any liens or charges which may affect any part of the Game Agreement, and reasonable attorneys' fees and costs incurred by the Indemnified Parties with respect to any such claim, cause of action or loss. The City acknowledges and agrees that it is indemnifying PAID and PIDC for their negligence in connection with or which may arise out of the its participation in this Agreement or the Game Agreement. Notwithstanding the above, nothing in this indemnity shall waive or be construed to waive the application of statutory provisions, immunities and limitations available to the City and PAID under Act No. 142, 42 Pa. C.S.A. §8501, et seq., with respect to, and in defense of, any claim or claims asserted by any person or entity. The preceding sentence is intended, without limitation, to afford the City and PAID the statutory protection to which they may be entitled in the course of defending the City or PAID against third party claims whether ultimately asserted against the City or PAID by direct action, by cross-action, by action over or otherwise. PAID shall and hereby does indemnify and hold harmless the City, its officers, directors and employees, from and against all losses, claims, suits or actions occasioned by PAID's intentional breach of its obligations under this Agreement.

(b) PAID's liability to the City under this Agreement shall be limited to \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) and the City shall have no other recourse for such liability against any other assets of PAID now held or hereafter acquired by PAID.

## **7. Audit of Affairs.**

(a) During the Term, the City Controller shall have the right to audit the affairs of PAID to the extent required under Section 6-400 of the Home Rule Charter. In order to facilitate such an audit, upon prior reasonable notice, PAID must provide the City Controller with reasonable access to PAID's books and financial records.

(b) PAID shall maintain full, complete and accurate books of account and other records relating to its performance under this Agreement, and promptly make them available for inspection by the City upon the City's request.

## **8. Nondiscrimination.**

(a) This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, PAID shall not discriminate nor permit discrimination

against any person because of race, color, religion, national origin, sex or ancestry. In the event of such discrimination, the City may terminate this Agreement forthwith or exercise any other remedy provided to the City in this Agreement or at law or in equity.

(b) In accordance with Chapter 17-400 of The Philadelphia Code, PAID agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, or privileges or conditions of employment on the basis of race, color, sex, sexual orientation, gender identity, physical handicap, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

(c) PAID agrees to include subparagraphs (a) and (b) of this Section 8, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into to be performed pursuant to this Agreement.

(d) PAID further agrees to cooperate with the Commission on Human Relations in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

(e) PAID agrees, in exercising its rights under this Agreement, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.

(f) PAID shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

(g) PAID understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Agreement or from activities or services provided under the Agreement. As a condition of accepting and executing the Agreement, PAID shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§ 12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (i) to PAID, (ii) to the benefits, services, activities, facilities and programs provided in connection with the Agreement, (iii) to the City, or the Commonwealth of Pennsylvania, and (iv) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Agreement are provided by the federal government, which are applicable to the federal

government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, PAID shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

## **9. MacBride Principles.**

(a) In accordance with Section 17-104 of the Philadelphia Code, PAID by execution of this Agreement certifies and represents that (i) PAID (including any parent company, subsidiary, exclusive distributor or company affiliated with PAID) does not have, and will not have at any time during the Term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless PAID has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Agreement, PAID agrees that it will not utilize any subcontractors at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland, or (ii) who will provide products originating in Northern Ireland unless said supplier, sublicensee or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. PAID further agrees to include the provisions of this Section 9 with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of this Agreement.

(c) PAID agrees to cooperate with the City's Director of Finance in any manner which the said Director of Finance deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. PAID expressly understands and agrees that any false certification or representation in connection with this Section 9 or any failure to comply with the provisions of this Section 9 shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S.A. Section 4904.

## **10. Certification of Non-Indebtedness.**

(a) PAID hereby certifies and represents to the City that PAID and PAID's parent company(ies) and subsidiary(ies), affiliate(s), if any, are not currently indebted to the City, and will not during the Term of this Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited, to taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.



(b) PAID shall require all subcontractors performing work in connection with this Agreement to be bound by the following provision and PAID shall cooperate with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

“Subcontractor hereby certifies and represents that Subcontractor, and Subcontractor’s parent company(ies) and their subsidiary(ies), are not currently indebted to The City of Philadelphia (the “City”), and will not at any time during the Term of PAID’s Agreement with the City, dated \_\_\_\_\_, 2018 (the “Agreement”) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.”

(c) Any breach or failure to conform to the aforesaid certifications shall constitute a default by PAID and entitle the City to exercise any rights or remedies available to it under this Agreement, and at law and in equity.

## **11. Notices.**

All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, or by facsimile followed by hard copy forwarded as aforesaid and addressed as follows:

If addressed to City: City of Philadelphia Office of City Representative  
Attn: City Representative  
1515 Arch Street, 12<sup>th</sup> Floor  
Philadelphia, PA 19102

with a copy to: City of Philadelphia Law Department  
Attn: Chair, Corporate and Tax Group  
1515 Arch Street, 17<sup>th</sup> Floor  
Philadelphia, PA 19102

If addressed to PAID: Philadelphia Authority for Industrial Development  
Attn: Secretary  
2600 Centre Square West  
15<sup>th</sup> and Market Streets  
Philadelphia, PA 19103

With a copy to: Philadelphia Authority for Industrial Development  
c/o PIDC  
Attn: Vice President-Corporate Counsel

2600 Centre Square West  
15<sup>th</sup> and Market Streets  
Philadelphia, PA 19103

or to such other individual and/or address as the Parties to receive notice may from time to time designate by written notice in the manner above described.

**12. Assignment; Third Party Beneficiaries.**

(a) This Agreement shall not be assigned, assignable, or otherwise transferred or transferable by action of either the City or PAID without the prior written consent of the other party.

(b) In no event shall anything in this Agreement confer upon any other person or entity or any third party beneficiary rights other than PIDC.

**13. Compliance with Applicable Law.**

Throughout the Term, PAID will observe and comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards or any other body exercising functions similar to those of any of the foregoing, which may be applicable to PAID or this Agreement (“Applicable Law”).

**14. Governing Law; Waiver of Jury Trial.**

(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

(b) The Parties mutually waive the right to a jury trial in any action under this Agreement.

**15. PAID’s Duties and Covenants Pursuant to 17-1400.**

If PAID is a City-Related Agency, as defined at Philadelphia Code Subsection 17-1401(9), PAID shall abide by the provisions of Philadelphia Code Chapter 17-1400 in awarding any contract(s) pursuant to this Agreement as though such contracts were directly subject to the provisions of Chapter 17-1200, except that the exception set forth at Subsection 17-1406(8) shall apply to PAID as if PAID were listed in that subsection. Unless approved by the City to the contrary, any approvals required by the Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed by PAID by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed by PAID by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by PAID by its Executive Director.

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## 16. Entire Agreement.

This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, presentations or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both Parties.

**IN WITNESS** of the mutual promises and covenants set forth above, and intending to be legally bound by this Agreement, the Parties have caused this Agreement to be executed by their duly authorized officers, under seal, as of the day and year first above written.

Approved as to Form:  
Marcel S. Pratt, City Solicitor

**THE CITY OF PHILADELPHIA**  
Through: Commerce Department

Per: \_\_\_\_\_  
Valerie M. Robinson  
Chair, Corporate and Tax Group

By: \_\_\_\_\_  
Commerce Director

Approved as to Form:

**PHILADELPHIA AUTHORITY FOR  
INDUSTRIAL DEVELOPMENT**

By: \_\_\_\_\_  
Ilene S. Burak, Esq.

By: \_\_\_\_\_  
James McManus, Chairman

By: \_\_\_\_\_  
Paul Deegan, Secretary

## Exhibit A

### Game Agreement

#### ARMY-NAVY 2018 / 2019 / 2020 / 2022 GAME AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between the Philadelphia Authority for Industrial Development, Philadelphia Convention and Visitors Bureau, and PHL Sports (referred to collectively herein as “Host City”), on the one hand, and the Army West Point Athletic Association, a category 501(c)(3) not-for-profit corporation located in West Point, New York (“AWPAA”) and the Naval Academy Athletic Association, a category 501(c)(3) not-for-profit corporation located in Annapolis, Maryland (“NAAA”) (AWPAA and NAAA are referred to collectively herein as the “Associations”), on the other hand.

#### RECITALS

WHEREAS, Host City responded to a Request for Proposal (“RFP”) issued by AWPAA and NAAA dated August 11, 2016 to host the annual Army-Navy intercollegiate football game (“Game”) between teams representing the United States Military Academy (“USMA”) of West Point, New York, and the United States Naval Academy (“USNA”) of Annapolis, Maryland (each individually referred to herein as “Academy” and collectively as the “Academies”) and associated festivities for the years 2018, 2019, 2020, 2021 and 2022.

WHEREAS, the AWPAA and NAAA accepted Host City’s response and proposal to host the Game in Philadelphia, Pennsylvania, at Lincoln Financial Field (“Stadium”) on the following tentative dates:

December 8, 2018  
December 14, 2019  
December 12, 2020  
December 10, 2022

(individually and collectively referred to herein as “Game Day”), all such dates being subject to change at the discretion of AWPAA and NAAA in conjunction with network television requirements.

NOW, THEREFORE, in consideration of the foregoing Recitals and the following promises, covenants and conditions, Host City, AWPAA, and NAAA do hereby agree as follows:

## SECTION 1

### Term

1.1. The term of this Agreement shall take effect on the date of full execution of this Agreement by all parties hereto (“Effective Date”), and shall terminate upon the settlement of the year 2022 Game (“Term”), unless terminated sooner under the terms of this Agreement.

## SECTION 2

### Obligations of Host City

#### 2.1. Stadium Requirements.

2.1.1. It is expressly agreed and understood by the parties that whenever an obligation is assumed by the Host City in this Agreement, whether that obligation is to provide, to operate, to install or otherwise, the Host City may fulfill such obligation by causing another party to perform that obligation on the Host City’s behalf.

2.1.2. Host City is responsible for the provision and operation of the Stadium. Host City shall be permitted to place its name (no third party commercial entity) on a select field wall at a mutually agreed upon location. Likewise, the Stadium shall be properly outfitted with a video scoreboard system, fully operable video replay booth, approved replay system, game time and play clocks, fully operable press box (copying services and fax machines), grandstands, concourses, aisles, lavatories and other similar facilities free of obstruction, for the safety, comfort and convenience of the patrons, ambulances for fans and participants, x-ray technicians, locker rooms for cheerleaders and spirit teams, Wi-Fi for press box at a minimum, medical plan and personnel to support, pre-game field pens for AWPAA and NAAA use. Additionally, Host City will provide secure and clean locker room facilities for the Army and Navy teams and game officials one day prior to the Game and on the Game Day itself and shall provide mutually agreed upon practice times for both teams on the day prior to the Game, weather permitting. In case of inclement weather, Host City shall secure indoor practice facilities for the day prior to the Game.

2.1.3. Host City shall be responsible for the provision and operation of all Stadium medical facilities, including appropriate levels of professional staffing for first-aid stations, emergency medical personnel and vehicles.

2.1.4. In consideration of increased security requirements, Host City shall provide a secure area with optimal Stadium visibility to serve as a “Command Post” for representatives of USMA and USNA Security and federal, state and local law enforcement agencies.

2.1.5. The Host City will, at its expense, cover and or remove all marks and

logos (including all marks, logos and artwork for NFL teams and league or third party promotion advertising) from the playing surface, field walls, field entrance tunnels and field goal nets. Host City will, at its expense, professionally paint and or install any logos or artwork reasonably requested by AWPAA and NAAA on the playing surface (including but not limited to Midfield, Outside the Hash Marks and in each End Zone). Host City will, at its expense, paint and install all logos of the game-presenting sponsor at Midfield and Outside the Hash marks (Midfield Logo to be host city-specific game mark (the “Official Game Mark”). Promoter will supply labor to install and remove AWPAA and NAAA approved signage on the Field level Walls surrounding the entire playing field, above each Field Level Entrance Tunnel and on the Field Goal Nets as reasonably requested by the AWPAA and NAAA. Designs will be approved by Host City, AWPAA and NAAA, and Philadelphia will be promoted as host city in conjunction with design elements. Such designs will be consistent with the AWPAA and NAAA Television Broadcast Agreements. The expense of the field wall signage and tunnel covers’ installation and removal will be the responsibility of the Host City, and the production of same shall be the responsibility of the Academies.

2.1.6. Host City will be responsible for the production, delivery and removal of (i) non-sponsored promotional banners in the Stadium Headhouse area and other Stadium entrance areas as agreed to by all parties and (ii) street banners to be installed in Center City Philadelphia at locations and in quantities to be determined by Host City. Banner designs will be approved by Host City, AWPAA and NAAA. Signage that includes the Official Game Mark shall be considered a “Sponsored Promotional Banner” and Host City shall have no responsibilities or obligations related to Sponsored Promotional Banners within the Stadium Headhouse area and other Stadium entrance areas.

2.1.7. The maintenance and operation of the Stadium, including preparation of the playing field, cleaning of the Stadium before and after the Game, and restoration of the playing field, shall be performed by Host City in a diligent manner.

2.1.7.1. The goal posts, field markings, and turf itself shall be in compliance with NCAA football field regulations. The turf and field illumination shall be a playable surface that meets NFL playing standards for the Game subject to inspection by AWPAA and NAAA 10 days prior to the Game and immediately following the last NFL use of the field prior to the Game.

2.1.7.2. If the game schedule of the Philadelphia Eagles (“Eagles”) permits, Host City will coordinate the replacement of a portion of the playing field so that the playing field’s appearance and condition is maximized. If partial field replacement occurs, the cost of painting, stencils and labor shall be paid by Host City, and the cost of the replacement sod shall be split between Host City and Academies.

2.1.8. Host City shall furnish the personnel deemed necessary by AWPAA and NAAA to operate the Stadium for the Game and Game Day operations, including but not limited to, a full-time member of Host City’s NFL public relations staff, ticket takers, ticket-sellers, ushers, security guards, will-call clerks, scoreboard/video board operators, elevator and escalator operators, public address system announcer, maintenance personnel and supervisors, parking lot

personnel and supervisors and concessionaire personnel and supervisors.

2.1.9. Host City shall bear and pay all costs for utilities, labor, security (including additional security, as deemed necessary by AWPAA and NAAA, in conjunction with local law enforcement officials and Eagles' security leadership) and services necessary for staging the Game and its associated activities.

## 2.2. Stadium Operational and Commercial Parameters.

2.2.1. Host City shall make best efforts to make the Stadium available to AWPAA and NAAA for all necessary production and hospitality set-up needs in the days leading up to the game and will make best efforts to make locations available in the Stadium for game-related needs.

2.2.2. Host City shall ensure the minimum fixed sellable capacity of the Stadium is at least 65,000 seats. For this purpose, sellable seats shall include those assigned to the USMA Corps of Cadets and the USNA Brigade of Midshipmen.

2.2.3. Host City shall provide details regarding the Stadium for chair-back, club or special section seating, noting the total number of such seats and the quantity between the goal lines by March 1 preceding Game Day, highlighting any planned changes or upgrades to seat inventory. Additionally, an explanation of any obligations or rights to retaining seats or right of first refusal for purchasing seats in these categories for existing ticket holders should be included and may be assignable subject to the written approval of AWPAA and NAAA.

2.2.4. Host City shall provide no fewer than eight (8) complimentary luxury suites per Academy (sixteen (16) luxury suites total), with the maximum allowable number of tickets per suite, to include standing room only tickets associated with the suite, at no cost. The amount of tickets per suite shall not be less than 20 tickets. At least twelve (12) of the suites shall be located between the goal lines, and Host City shall make best efforts for the remaining four (4) suites to be located between the goal lines. Host City will make best efforts to position two (2) of the twelve (12) suites next to/adjacent to one another between the 30 yard lines to be used by AWPAA's and NAAA's designated Game Presenting Sponsor (hereinafter defined). The 16 suite locations, as identified above in this Section 2.2.4, will be made available to the Academies by August 1st of the year in which the Game is held, with the best available locations provided to the Academies at that time. Subsequently, AWPAA and NAAA shall also be afforded first opportunity to purchase additional suites for each Game at the "Fair Market Value", after Host City suite needs are satisfied up to four (4) suites, including any related game sponsor needs as requested by the Academies. Host City will not profit from these transactions, if the suites are for institutional use.

2.2.5. Host City shall retain the right to establish ticket prices for luxury suites;

however, ticket prices shall be set at fair market value subject to the approval of AWPAA and NAAA and Host City.

2.2.6. The Associations shall receive 12,000 complimentary Game tickets (AWPAA and NAAA shall each receive 6,000 complimentary Game tickets).

2.2.7. Host City shall retain the right to operate and retain all revenues from food, beverage, and novelty concessions in the Stadium for each Game. However, Host City and the Stadium concessionaire agree to purchase and sell only Army-Navy, Army-specific and Navy-specific merchandise officially licensed by AWPAA and NAAA. A statement of cooperation and compliance by Stadium concessionaire shall be provided; including a statement of agreement to sell only licensed merchandise of AWPAA and NAAA. Additionally, AWPAA and NAAA shall retain the right to approve if Host City or Stadium concessionaires seek to subcontract any portion of their rights. AWPAA and NAAA further retain the right to approve final pricing lists for food, beverage and merchandise, and Host City shall provide a written guarantee that such prices will not exceed those charged for comparable events in the Stadium. AWPAA and NAAA shall not unreasonably withhold any approvals.

2.2.8. Host City shall provide a detailed description of normal Game Day operational staffing, including all related areas, such as traffic control, ushering, special police patrols, attendants, and ticket takers as part of the Game planning process.

2.2.9. Host City shall provide the maximum number of security and emergency response personnel available as determined by the Academies Force Protection details, in conjunction with local law enforcement officials and Eagles' security leadership, including the availability of additional police and emergency response personnel on Game Day if required (all incremental security costs related to visits from POTUS and/or VPOTUS should be strictly the responsibility of the Secret Service or related federal agencies, not AWPAA, NAAA or Host City).

2.2.10. Host City shall ensure the Stadium sound system has a full range that is undistorted and with uniform coverage capable or 106 decibels. Audio cable pairs to each side of the Stadium as well as to and from the press box shall be available. A sound technician shall be provided by Host City and should be available on-site all day, the day before and the day of the Game, to monitor sound production in conjunction with pre-game and halftime rehearsals. A frequency coordinator shall be provided by Host City to de-conflict wireless frequencies utilized by media, security, Stadium personnel, and other entities supporting Game Day.

2.2.11. Host City shall deliver a NFL-quality Stadium field surface. Host City shall have available a full-field tarpaulin for natural grass surfaces.



2.2.12. Host City shall provide all necessary sideline requirements as specified by AWPAA and NAAA to include, but not limited to, the required number of coaches phones lines and “ring down” phones, heated benches, tables, sideline covers, as well as a telephone technician to be available on site the day prior to and the day of the Game to address telephone needs and repair issues.

2.2.13. Host City shall provide locker room space for each Academy’s team, which shall be the Stadium’s most preferred locker rooms (not including the Eagles’ primary locker room) and shall be large enough for 100 players and chairs. Each locker room shall have a separate training room area and a separate locker room for up to twenty (20) coaches. Locker rooms shall include tables (taping and regular) and marker boards, as specifically requested by AWPAA and NAAA.

2.2.14. Host City shall provide professional amenities to each team on a complimentary basis for practices on Friday and Game Day including ice (600 pounds per team on Friday and 800 pounds on Game Day), towels (200 per team on Friday and 400 per team on Game Day), and beverages. Host City shall provide locker room attendants for each team upon request of AWPAA or NAAA.

2.2.15. Media services/press box requirements for the Stadium include a commitment to provide a hot, catered buffet meal and non-alcoholic beverages for the assembled media at the expense of Host City, a spacious work room area in reasonable proximity to the team locker rooms and a maximum number of booths for radio, TV, and coaches. The maximum number of seats in existing press box area and plans for accommodating additional space shall be provided as necessary. Host City shall provide an area to conduct one large (100 persons) post-game press conference and areas for two (capacity 50) separate post-game press conferences.

2.2.16. The Host Academy shall be responsible for printing and distributing all proper credentials for members of the media for the Press Box and all other related facilities, which are located at the Stadium. This shall include all locations for filming, broadcasting or televising the game. The Host Academy shall manage the Press Box as well as assign and distribute credentials. The cost of providing these facilities and food shall be included in Host City expense of providing the Stadium and conducting the Game. All bona fide members of the press and other media and their helpers, and also employees and agents of Army and Navy filming the Game and performing other game and athletic department functions shall be furnished with complimentary parking passes and proper credentials to the Game. Academies have sole distribution rights and responsibilities for all credentials, media, press, and Game Day management for this Game.

2.2.17. Host City shall provide ancillary meeting and dressing rooms for cheerleaders, spirit bands, Game officials, chain crew, pre-game and halftime production teams, celebrities in pre-game and halftime shows, distinguished guests of USMA and USNA for on field presentations, and National Anthem singers. Towels, soap, fifteen (15) box lunches and cold

drinks shall be provided for the Game officials' locker room.

2.2.18. Host City shall provide available space (one each for USMA and USNA) that will serve as "Warming Rooms" to host pre-game hospitality, which is administered by each Academy and its leadership on behalf of invited VIP military and civilian guests. These spaces shall total at least 25,000 square feet in capacity for each Academy, be located in the club level of the Stadium and shall contain hot catered buffet meal service and full bar amenities when in use on Game Day. Host City shall provide a detailed schematic of the club level of the Stadium for review. Each Academy will receive no more than 500 wrist bands for admission to those areas.

2.2.19. Host City shall provide available space for photographers' workrooms.

2.2.20. Host City shall provide maximum electrical output for networks, television, media, etc. as well as the ability to add output if required. The Stadium shall have a minimum of 8,000 amps available for overall use and shall be provided at no cost.

2.2.21. Host City shall have the right to offer the right of first refusal to any existing Eagles' clients to purchase field seating, including any newly-created hospitality areas during the term of the Agreement. With respect to any remaining inventory, Host City will allow the Academies the ability to first offer Host City field seat packages to their clients or donors to purchase at the market rate as set by the Eagles and Host City.

2.2.22. AWPAA and NAAA shall have exclusive authority to produce and sell any and all Game programs and to retain all proceeds. Host City will receive two-pages of advertisements and best efforts will be made to provide facing pages in the first half of the program. All expenses related to the sale of game programs will be the responsibility of AWPAA and NAAA.

2.2.23. Host City shall ensure Stadium is ADA compliant with appropriate access and wheelchair seating in the Stadium. Host City shall provide a detailed description of all ADA compliant wheelchair seating in the Stadium. No seating shall be at field level. The description shall include total seating availability and locations.

2.2.24. Host City shall ensure AWPAA and NAAA will have the right to utilize the Stadium's name and likeness for logo, theme art and merchandising purposes.

2.2.25. Host City shall make best efforts to de-conflict with events that impact parking and traffic patterns near the Stadium three hours prior to the march-on and three hours following the singing of the alma maters.

2.2.26. Host City shall ensure that the Game Presenting Sponsor (hereinafter

defined) (currently USAA), Game Participating Sponsors (hereinafter defined) (currently including Pepsi and Frito Lay), and Associate Sponsors (hereinafter defined) are permitted to activate outside of the Stadium in the FanFest space at no cost. Additionally, the Game Presenting Sponsor, Game Participating Sponsors and Associate Sponsors shall be permitted to be represented on in-Stadium branding assets controlled by AWPAA and NAAA, such as non-permanent digital boards and on Stadium field walls. Host City will make best efforts to facilitate the Academies' game sponsors ancillary activation spaces surrounding the Stadium, to include the areas around Citizens Bank Park. Host City will provide best efforts to help prevent unauthorized sponsorship activations in these areas.

2.2.27. Both the USMA and USNA football teams will use Gatorade products on the field sidelines and in locker rooms on Game Day, including coolers, towels, and cups. AWPAA and NAAA retain the right to utilize any isotonic drink in which they have sponsorship contracts during the course of this contract. AWPAA and NAAA will inform Host City of any isotonic drink sponsorship changes for the USMA or USNA football teams.

## 2.3. Parking.

2.3.1. Host City shall provide 1000 complimentary parking passes, 500 each to AWPAA and NAAA for Game Day use in the immediate vicinity of the Stadium, as well as twenty four (24) complimentary passes, twelve (12) each to AWPAA and NAAA for each Academy's team and institutional buses and equipment/service vehicles.

2.3.2. Host City shall provide 300 complimentary parking passes collectively to AWPAA and NAAA for Game Day use in the immediate vicinity of the Stadium for media use.

2.3.3. Host City shall provide complimentary space for satellite uplink trucks in the immediate vicinity of the Stadium and parking spaces for two (2) equipment trucks of up to 24 feet each in length and up to four (4) additional vehicles, as well as designated parking areas for team and VIP buses. The spaces shall be adjacent to the team locker rooms and team buses.

2.3.4. Host City shall provide complimentary space to park television satellite uplink trucks, with access to power, phone lines and an unobstructed access to the southern sky. Host City shall provide description of the locations 45 days prior to the game.

2.3.5. Host City shall provide a detailed plan for Stadium access and egress on Game Day with special attention being paid to provision of adequate facilities for handicapped and bus parking.

2.3.6. Host City shall provide a statement from the parking provider (concessionaire) demonstrating that prices to be charged for Game Day parking shall not exceed those charged for regular season games.

2.3.7. Host City shall provide complimentary bus parking and muster area for the Brigade of Midshipmen and Corps of Cadets, approximately one hundred and twenty (120)

buses; sixty (60) buses per Academy.

## 2.4. Lodging for Team Headquarters.

2.4.1. Host City shall, at no cost or expense to Host City, make available a minimum of 350 rooms and 6 suites at an “AAA” accredited four-star rated facility for each institution’s athletic and administrative Official Party arriving Thursday and departing Sunday. Sizeable meeting and banquet space for USMA and USNA team and institutional needs (15,000-20,000 square foot ballroom) must be available at each property. A hold shall be placed on all meeting spaces for Thursday, Friday and Saturday without deposit. Best efforts will be made for meeting spaces to be provided free of charge to AWPAA and NAAA.

2.4.2. AWPAA and NAAA shall have exclusive rights to sell novelties and retain revenue from sales in all team/institution headquarters hotels. AWPAA and NAAA shall license and approve all third party corporate banners, logos placed in respective team hotels that promote the Game, Army and Navy names/logos or suggest an association or rooting interest in the Game.

2.4.3. Host City shall make available, at no cost or expense to Host City, accommodations at no less than an “AAA” three-star rated property, different than each of the team/institution headquarters, for television production staff and talent for Friday and Saturday. The rate for these rooms shall not exceed \$150 per night or at a rate that is a comparable percentage below existing rack rate for an “AAA” accredited hotel. This hotel shall be near the Airport. The rate shall be defined at least 12 months in advance of the Game. The foregoing accommodations shall include ten (10) hotel rooms for game officials for Friday and Saturday night.

## 2.5. Lodging for Student Bodies, Support Groups, Alumni, and Fans.

2.5.1. Host City shall make available, for two (2) nights, a minimum of 500 “AAA” accredited four-star hotel rooms within five (5) miles of the Stadium, for Army-Navy related groups, including, but not limited, to alumni associations and athletic department fan groups.

2.5.2. Host City shall make available a minimum of 150 “AAA” accredited three-star rated hotel rooms within five to ten (5-10) miles of the Stadium, for the student bodies and related military spirit and support units of USMA and USNA that will be in attendance at the Game.

2.5.3. Host City shall ensure that all area hotels post binding rates and length of stay requirements, not to exceed two nights, with the Philadelphia Convention and Visitors Bureau not fewer than twelve (12) months prior to the Game.

2.5.4. Host City shall establish a toll-free number and a lodging information

website for fans around the world to assist in the process of locating rooms.

## 2.6. Travel and Lodging Reimbursement.

2.6.1. For each Game, Host City shall pay AWPAA and NAAA the sum of \$10,000.00 each (\$20,000.00 total) for funding of travel and lodging for USMA and USNA teams and AWPAA and NAAA Official Travel Parties. This amount is in addition to the Guaranteed Sum outlined in Section 4.1.

2.6.2. For each Game, Host City shall pay the Associations for the expenses associated with round-trip motor coach transportation to and from the Game for the USMA and USNA student bodies (approximately 4,000 students per Academy) in an amount not to exceed a total of \$125,000.00 for the combined costs of AWPAA and NAAA. AWPAA and NAAA will submit consolidated invoices for the round trip motor coach transportation to and from the game for both USMA and USNA for reimbursement at the reconciliation outlined in Section 5.1. This amount is in addition to the Guaranteed Sum outlined in Section 4.1.

## 2.7. Army Navy Gala.

2.7.1. Host City shall underwrite the expense for a private gala dinner party (“the Army Navy Gala”) in its entirety, with no fewer than 650 complimentary tickets being made available to each Academy through AWPAA and NAAA for their exclusive use, to be held on Friday evening before the Game itself for approximately three (3) hours from 7:00 PM to 10:00 PM featuring the pep bands and cheerleaders of both Academies, a hot buffet or plated dinner, open bar, musical entertainment and a spirit program. The Gala shall accommodate no less than 1,500 guests in an approximately 30,000 square foot ballroom with the room split in to Army and Navy sides with seating of round tables of ten (10). AWPAA and NAAA retain the right of advanced approval for menus, facility set up and the types of entertainment to be provided. Host City may retain 200 tickets to the Gala. NAAA and AWPAA retain the exclusive right to sell corporate sponsorship into the event, space and event program. Host City will make best efforts to have Gala and Game sponsors activate on site of the Gala and be provided space at Gala at no cost to the Gala and Game sponsors. Both the number of tickets and event programming at the Gala is subject to change, upon agreement by all parties.

## 2.8. Miscellaneous.

2.8.1. Host City organizers shall host and underwrite a media luncheon the week before the Game or during Game week and secure mutually agreed upon space, preferably within the Game facility and provide a meal (for at least 100 people), emcee and oversee luncheon agenda. The media luncheon shall coincide with a press conference, with Host City securing and arranging the details conducive to a media proceeding.

2.8.2. Host City organizers shall host, underwrite, oversee and make arrangements to support the patriot games competition between USMA cadets and USNA midshipmen (the “Patriot Games”). Four event competitions will be held at various locations (agreed upon by the Academies) throughout the city the day before the Game. The fifth and final competition will be held on site in the Stadium on day of the Game as part of the pre-game protocol.

2.8.3. Host City organizers shall host and underwrite Media Row during Game week, up to \$25,000.00 per Game. Host City shall secure mutually agreed upon space and provide load-in/load out operational expenses (e.g. union labor), technological needs, (e.g. ISDN lines) and talent support (e.g. local dignitaries, elected officials, business leaders), to AWPAA or NAAA. If Media Row is co-located with the location of the Army-Navy Gala, Host City will provide space at no cost at the site of the Army-Navy Gala.

2.8.4. Host City will ensure the Stadium provides at least 15,000 (5,000 square feet for presenting sponsor and 2,500 square feet per participating sponsor) square feet for use by the Academies to execute a fan fest area to accommodate activation areas for presenting sponsor and Game Day sponsors as sold by the Academies. Host City will assist in coordination of all efforts to ensure fully integrated activation space.

2.8.5. Host City shall appoint a local coordinator (minimally) and an Army Navy Game task force (the “Task Force”) with whom the staffs of AWPAA and the NAAA can maintain regular contact in pre-game planning. The local coordinator must have direct access to the Stadium management, local hotel industry, transportation industry and corporate leadership. Within the Task Force, it is strongly suggested that an element be assembled and specifically tasked with evaluation and regulation of price and packaging policies with appropriate local entity to safeguard against and prevent, if necessary, rate gouging in all commercial areas, including hotels, limousines, buses, etc. It is deemed desirable that Host City establishes a minority “ad hoc” committee to assist in locating/securing participation in industries and commercial activities related to the Game.

2.8.6. Host City shall provide a single telephone contact for Host City who can coordinate all production needs of the network television entity that will televise the Game and handle the requests of the national radio network carrying the Game and the radio networks of the two athletic departments.

2.8.7. Host City shall provide detailed maps showing distances from primary hotel space to Host City airport and Stadium.

### **SECTION 3 Obligations of AWPAA and NAAA**

3.1 AWPAA and NAAA shall provide the intercollegiate football teams to play each Game on the established date, with Game time to be determined by AWPAA and NAAA in conjunction with network television.

3.2 AWPAA and NAAA shall accept the Stadium equipped “as is,” except as otherwise provided herein.

3.3 AWPAA and NAAA shall provide the Game officials as required.

3.4 AWPAA and NAAA shall be responsible for their own expenses, direct or indirect, incurred as a result of participation in the Game, except as otherwise provided herein.

3.5 AWPAA and NAAA and/or any of their corporate sponsors will be responsible for the production, delivery and removal of AWPAA, NAAA, and corporate sponsor signage. Signage design and placement outside the Stadium seating bowl field level must be coordinated with and approved by all parties.

3.6 AWPAA and NAAA will make best efforts to request from the Department of Defense military aircraft for a “fly-over” prior to each Game.

## SECTION 4

### Guaranteed Sum and Ticket Sales

#### 4.1. Guaranteed Sum.

4.1.1. In consideration for the USMA and USNA football teams playing the Game, Host City shall pay to AWPAA and NAAA the following guaranteed amount for each Game (“Guaranteed Sum”), which shall be divided and payable equally to AWPAA and NAAA:

<u>Year</u>	<u>Guaranteed Sum</u>
2018	\$6,000,000
2019	\$6,000,000
2020	\$6,000,000
2022	\$6,000,000

# City of Philadelphia

4.1.2. Additionally, in consideration of being awarded four of the five Games sought in the RFP, Host City shall pay the sum of \$500,000.00 each to AWPAA and NAAA (\$1,000,000.00 total). Payments of \$125,000.00 will be made to each AWPAA and NAAA by April 1 the year of the game. For the 2018 Game, the payment under this Section 4.1.2 from Host City shall be made to both AWPAA and NAAA within ten (10) days of the date of execution of this Agreement. Any inadvertent failure to make payments under this Section 4.1 shall not be deemed a breach of this Agreement and shall be without penalty or liability to Host City, so long as such payment is made to AWPAA and NAAA within thirty (30) days following written notice to Host City of non-payment.

## 4.2. Ticket Sales.

4.2.1. All tickets shall be priced at the below amounts for each year, unless Host City, AWPAA and NAAA approve:

Year	<u>Upper</u>	/	<u>Lower</u>	/	<u>Club</u>
2018	\$105		\$105		\$160
2019	\$TBD		\$TBD		\$TBD
2020	\$TBD		\$TBD		\$TBD
2022	\$TBD		\$TBD		\$TBD

4.2.2. Host City shall consign all tickets, including tickets for the suites allotted under Section 2.2.4, to AWPAA and NAAA for pre-Game sale. All seat allocations shall be determined by AWPAA and NAAA before the end of April each year of the Game.

4.2.3. Except as otherwise provided herein, Host City shall be entitled to receive or, to the extent collected by AWPAA and NAAA, to credit against its obligations under Section 4.1 hereof, all proceeds from the sale of tickets for the Game and from sale of parking passes for the Game.

4.2.4. AWPAA and NAAA, each individually, must return to Host City unsold tickets which exceed stated maximums in accordance with the following schedule:

4.2.4.1. Seventy-five (75) days in advance of the Game, return any unsold tickets in excess of 5,000 tickets.

4.2.4.2. Sixty (60) days in advance of the Game, return any unsold tickets in excess of 2,500 tickets.



4.2.4.3. Thirty (30) days in advance of the Game, return any unsold tickets in excess of 1,000 tickets.

4.2.4.4. Fifteen (15) days in advance of the Game, return any unsold tickets in excess of 250 tickets.

4.2.4.5. Seven (7) days in advance of the Game, return any unsold tickets in excess of 100 tickets.

4.2.4.6. Three (3) days in advance of the Game, return any unsold tickets in excess of 50 tickets.

4.2.5. If AWPAA or NAAA retains unsold tickets beyond the amounts set forth in this subsection, the respective Association shall be responsible for paying their purchase price to Host City or crediting such amount against Host City's obligations under Section 4.1 hereof. AWPAA and NAAA may return less than 50 unsold tickets each by noon the day prior to Game Day and not be responsible for their purchase price. AWPAA, NAAA, and Host City, in conjunction with the Eagles, will implement a jointly approved system to effectively monitor all Game ticket sales, in order to ensure maximum ticket revenues.

4.2.6. AWPAA and NAAA shall, on a mutually agreed schedule, report to the Stadium's Box Office Manager the status of ticket sales by AWPAA and NAAA. Host City may, upon receipt of such reports, request the return of such numbers of tickets for sale by Host City as it reasonably believes necessary to mitigate its obligations under Section 4.1 hereof.

4.2.7. Host City shall be entitled to retain an allotment of 4,000 tickets to use at its own discretion, at no cost to Host City, with ticket locations split between AWPAA and NAAA. Of this amount, allocation shall be as follows:

4.2.7.1. 375 Club Tickets Per Academy. On the home team side, at least 130 tickets located in the Club Mid-Field sections (C40 or C41), with the remaining 245 tickets located in sections C38, C39, C2, or C3, with all tickets located in rows no higher than Row 15. On the visitor team side, at least 130 tickets located in the Club Mid-Field sections (C21 or C22), with the remaining 245 tickets located in sections C23, C24, C19, or C20, with all tickets located in rows no higher than Row 15.

4.2.7.2. 500 Lower Level Tickets Per Academy. On the home team side, at least 350 tickets located in the Lower Level Mid-Field in sections 138, 101, or 102, with the remaining 150 tickets located in sections 136, 137, 103, or 104, with all tickets located in

rows no higher than Row 23. On the visitor team side, at least 350 tickets located in the Lower Level Mid-Field in sections 119, 120, or 121, with the remaining 150 tickets located in sections 117, 118, 122, or 123, with all tickets located in rows no higher than Row 23.

4.2.7.3. 500 Lower Level End Zone Tickets Per Academy. All tickets to be located in sections 129, 130, 110, and 111 with all tickets located in rows no higher than Row 23.

4.2.7.4. 625 Upper Level Mid-Field Tickets Per Academy. On the home team side, all tickets located in sections 201, 202, 203, 243, or 244, with all tickets located in rows no higher than Row 15. On the visitor team side, all tickets located in sections 223, 224, 225, 226, or 227, with all tickets located in rows no higher than Row 15.

4.2.8. A manifest of the foregoing tickets will be supplied by AWPAA and NAAA each year by April 1 in order to facilitate Host City's marketing efforts. Host City will not sell, to any individual or corporation, a group of tickets larger than 50. The tickets may not be offered in a commercial promotion or as a prize in a sweepstakes, charity gaming event or contest without the prior written consent of AWPAA and NAAA.

4.2.9. AWPAA and NAAA will make reasonable efforts to assist Host City in selling Standing Room Only (SRO) tickets, when all the other ticket sales have been satisfied.

4.2.10. Ticket Revenue Split: All ticket revenues in excess of \$5,300,000.00 shall be shared among Host City and AWPAA and NAAA. This ticket revenue split is in addition to Guaranteed Sums outlined in Section 4.1. The Ticket Revenue Split will apply to all ticket revenues in excess of \$5,300,000.00 as follows:

4.2.10.1. For years 2018 & 2019, AWPAA and NAAA shall retain ninety percent (90%) of such excess ticket revenues, with Host City retaining ten percent (10%).

4.2.10.2. For 2020 & 2022, AWPAA and NAAA shall retain seventy-five percent (75%) of such excess ticket revenues, with Host City retaining twenty-five percent (25%).

4.2.11. All revenues collected by AWPAA and the NAAA from the sale of tickets and parking passes in connection with each Game may be retained by each such party, until such time as a complete statement of ticket sales is available and a reconciliation has been completed pursuant to Section 5 hereof, at which time all such retained revenues shall be credited against Host City's payment obligations hereunder.

## SECTION 5

### Reconciliation and Examination of Records

5.1 Not more than 45 days after the Game Day (i) Host City, AWPAA and NAAA shall simultaneously prepare a report of the revenues from ticket sales and parking fees received by each of them from the Game (each, a “Settlement Report”); and (ii) AWPAA and NAAA shall provide a copy of their respective Settlement Report to Host City. In the event the amount of revenues from tickets sales and parking fees retained by AWPAA and NAAA in accordance with Section 4 hereof is less than the amounts which Host City is obligated to pay pursuant to this Agreement, Host City shall pay to AWPAA and NAAA the balance of all sums owed within 45 days of receipt of both the AWPAA Settlement Report and the NAAA Settlement Report.

5.2 Host City, AWPAA and NAAA agree that each party, or its duly authorized representatives, shall have the right to examine each other’s books and records directly pertaining to expenses incurred and revenues generated under this Agreement, under mutually agreeable procedures and conditions.

## SECTION 6

### **Promotion, Sponsorship Rights, and Communication Rights**

#### 6.1. Promotion.

6.1.1. Host City, AWPAA and NAAA agree to use their best efforts to promote the Game in order to maximize ticket sales, attendance and broadcast ratings, utilizing reasonable and traditional methods of intercollegiate football game promotion, including media appearances by coaches and staff, as well as the full use of the college names and logos in advertising and promotion.

6.1.2. AWPAA and NAAA agree to include the Game in appropriate season ticket package offers and advertise and publicize the Game in all Army and Navy Football mailings and publications.

6.1.3. Host City may use the Official Game Mark in promotional items, but must secure the approval of AWPAA and NAAA for each item, including, but not limited to, credentials, parking passes, will call envelopes, in-marketing advertising, thermal ticket stock, and all general Game/event marketing collateral.

6.1.4. AWPAA and NAAA may use the Stadium logo and/or name in promotional items, but must secure Host City’s approval for each item, including, but not limited to, Game tickets, mailing inserts, and all general Game/event marketing collateral.

6.1.5. AWPAA and NAAA may use the Host City’s marks, logos and/or name in

promotional items, but must secure Host City's approval for each item, including, but not limited to, Game tickets, mailing inserts, and all general Game/event marketing collateral.

## 6.2. Sponsorship Rights.

6.2.1. AWPAA and NAAA shall control the sponsorship rights for all specifically Game-associated commercial advertising including on-site, on-field, multi-media and in-market retail. In addition, AWPAA and NAAA shall retain the exclusive sponsorship and advertising rights to the Friday evening Army-Navy Gala, Patriot Games, Media Luncheon, Radio Row, Fan Fest and any other ancillary events during the Game week and weekend. AWPAA and NAAA will also make best efforts to coordinate services on behalf of its presenting sponsor with Host City and the Stadium (including operations and security staff). AWPAA and NAAA will also secure the license and approvals required to deliver the services. The presenting sponsor shall have no liability for any actions or omissions by AWPAA and NAAA which might result in any interference with, delay of, or other damage to either AWPAA and NAAA or the entities noted in this section. Host City may propose to AWPAA and NAAA commercial advertising and/or sponsorship(s) associated with the Game which may or may not be acceptable for inclusion in the advertising or sponsorship package, at the sole discretion of AWPAA and NAAA. With the exception of all revenue generated via Game Presenting Sponsorships and any non-commercial sponsorships, net revenue from all commercial sponsorships in this category (including but not limited to Game Participating Sponsorships and Associate Sponsorships) shall be shared by AWPAA and NAAA with Host City in an 80% (AWPAA and NAAA) to 20% (Host City) split. Within 45 days after the Game Day, the Associations shall prepare a detailed accounting of such revenues and provide the same to the Host City. These revenues will be factored into the Settlement Report in accordance with Section 5.1 of this Agreement.

6.2.2. Notwithstanding the foregoing, Host City has the right to market the Game at a local, grassroots level to promote awareness of the Game and to attract visitors and revenue to Host City, to include the Red, White and You program. Host City promotions, including Red, White and You are subject to annual review and approval by AWPAA and NAAA. The quality and content of all Game collateral developed and produced by Host City is of the utmost importance to AWPAA and NAAA and to the overall branding of the Game. No third party corporate logos shall be displayed in conjunction with promotion of the Game or the events leading up to the Game, including, but not limited to, use of the Official Game Mark or references to the Game or its events, on any item of collateral produced by Host City without the express written consent of AWPAA and NAAA. This prohibition extends to and includes the display of NFL team logos or NFL team sponsor logos on tickets, suite passes, parking passes, and game credentials. AWPAA and NAAA reserve the right to potentially contribute to the quality of the end piece being produced by Host City. All third party corporate tie-ins to the Game must be fully integrated Participating Partners in accordance with AWPAA and NAAA network television agreement(s), or must be approved in writing by AWPAA and NAAA. Any marketing concept that involves a potential third party partner shall be submitted to AWPAA and NAAA for review and approval, not to be unreasonably withheld, prior to sharing the concept with the third party, and in no event at least 45 days prior to printing any item of collateral or activating any marketing

concepts. Such approval shall not be required in connection with the sale of hospitality packages via the Red, White & You program, which shall generate revenue for the Philadelphia Convention and Visitors Bureau Foundation, and which partner participation shall be recognized twice during each Game, on the Stadium scoreboard and in a Game program advertisement (and on easel signage at both the Gala and Media Luncheon). AWPAA and NAAA will use their best efforts to assist Host City in its direct marketing efforts of both hospitality and Red, White and You packages, to individuals and companies who are traditional supporters of AWPAA's and NAAA's athletic programs and the USMA and USNA alumni associations. AWPAA and NAAA reserve the right to annually review and approve of these programs.

6.2.2.1. Any promotions and sponsorships marketed by Host City must comply with the AWPAA and NAAA current branding style guides. All materials printed and produced pursuant to Host City marketing efforts shall be subject to approval by AWPAA and NAAA. Approval by AWPAA and NAAA will not be unreasonably withheld.

6.2.3. Academies shall retain the right to sell "Game Presenting Sponsorships" and retain a "Game Presenting Sponsor". Examples of Game Presenting Sponsorships are the "ABC Company Army-Navy Game" or the Army-Navy Game presented by ABC Company." In addition, Army and Navy retain the right to: (i) sell all authorized "Game Participation Sponsorships" and official sponsorships; (ii) to retain "Game Participating Sponsors" and "Associate Sponsors".

6.2.3.1. The Game's current Presenting Sponsor (USAA), as sold by the AWPAA and NAAA, will have the option to offer a minimum ten percent (10%) discount on Game merchandise for anyone who pays with a USAA credit or debit card at Stadium concessionaires, and any such offer will be promoted by AWPAA and NAAA and Host City through their controlled media outlets during the week of the Game. Host City and the Stadium concessionaire agree to honor the presenting sponsor discount on Game merchandise sold in the Stadium for each Game in which USAA is the presenting sponsor and requests the promotion. The 10% discount will be borne by the Stadium Concessionaires or Host City at Host City discretion.

6.2.3.2. Host City retains the right to approve any sponsorship giveaways or gate giveaways by any Game Presenting Sponsor, Game Participating Sponsors or Associate Sponsor. Host City approval shall not be unreasonably withheld.

6.2.4. Host City shall ensure that AWPAA and NAAA are provided control of, at minimum, 2,000 linear feet of digital/video boards and signage in their entirety in the Stadium throughout Game Day.

6.2.5. [OPEN] Host City shall have the right to cause Eagles personnel operating the electronic message boards at Lincoln Financial Field to (i) make or display on the electronic message boards (x) marked with a green or blue box on the attached Exhibit A, a reasonable number of commercial advertisements recognizing the corporate sponsors of the Event (provided that such advertisements are approved in advance by the Eagles) and (y) marked with a red dashed box on the attached Exhibit A, the Army-Navy Game logo on a rotational basis with a maximum of four (4) rotations (e.g. the Army-Navy Game logo would be one of four images to be displayed on a rotational basis), (ii) display temporary banners, signs and specific event-specific materials that have sponsor identifications in kiosks and other display terminals in the Stadium concourses and the plaza area of the Stadium premises, and (iii) cause Eagles' personnel operating the L-bar messages displayed on the televisions in the Stadium to make or display on such L-bars the Army-Navy Game logo on a rotational basis; provided, however, that no advertising may promote or otherwise refer to any products or services in the Financial Services Category (as defined in the following section or any Person that, by itself or in combination with any of its subsidiaries or affiliates whose financial results are consolidated with such Person, during the most recent full fiscal year for which it has audited financial statements, earned at least 50% of its gross revenues from its aggregate sales of products and services within the Financial Services Category. For the avoidance of doubt, the Eagles shall select in its sole discretion the images/sponsors to be displayed in the electronic message boards marked with a red box on Exhibit A and the remaining three (3) rotations in the electronic message boards marked with a red dashed box on Exhibit A.

For purposes of this Agreement, the term "Financial Services Category" shall mean the service category consisting of the creation, distribution and sale of fixed and variable annuity products, life insurance products (including universal life insurance, variable life insurance, variable universal life insurance, interest-sensitive whole life insurance, corporate-owned life insurance, term life insurance, linked-benefit life insurance and interest-sensitive life insurance products), registered investment products issuable by insurers, mutual funds, Section 529 plans, pension, wrap, endowment and trust accounts, the provision of account administration services for the foregoing products, institutional investment advisory services and financial planning services. Notwithstanding the definition of "Financial Services Category", USAA and its affiliates shall not be deemed in the Financial Services Category. Notwithstanding the foregoing, however, the term "Financial Services Category" shall not include, among other things, any consumer, commercial or retail banking services (including the provision of savings accounts, checking accounts, personal loans, home mortgages, term deposits, mortgage certificates, treasury bills, letters of credit, automated teller machine (ATM) services, remote banking services (including telephone and Internet banking), business loans, payroll services, cash management services, electronic data interchange, foreign currency exchange, personal trust services, collections, money transfers, bank cards, credit cards, charge cards, debit cards, affinity cards, money orders, travelers checks or gift checks), discount brokerage services, investment or merchant banking services or activities, or any type of insurance other than life insurance (including property or casualty insurance, credit insurance, reinsurance, health or dental insurance, disability insurance, workmen's compensation insurance, long term care insurance, personal catastrophe liability insurance, professional liability insurance, homeowners or rental insurance, mortgage insurance, automobile or watercraft insurance or travel insurance).

## 6.3. Communication Rights.

6.3.1. The parties agree that AWPAA and NAAA shall have exclusive, world-wide broadcast rights to the Game and the events leading up to the Game, including, but not limited to, media conferences, pep rallies, galas, and march-ons of every nature in television, radio, internet and video (collectively, "Broadcast Rights"). Notwithstanding the foregoing or anything in this Agreement to the contrary, AWPAA and NAAA recognize the current registration of the domain name "phillylovesarmynavy.com" by Host City and the website currently operated at such domain name ("Website"), and further grant to Host City and its respective agents and assigns the right to operate and display any content whatsoever on the Website without any cost or fee payable to AWPAA and NAAA. In addition, Host City shall have the ability to promote the Website in all collateral it creates and at all ancillary events for which it is financially responsible (i.e. Media Luncheon, Pep Rally, Army-Navy Gala, and Patriot Games).

6.3.2. Host City shall have no responsibility or liability for the Broadcast Rights referred to in Section 6.3.1 above (including ad lib remarks of announcers), including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. AWPAA and NAAA agree to defend, indemnify and hold harmless Host City, its officers, representatives, agents, employees and all other entities associated with the Game from any and all claims, damages, liability, cost and expenses, including reasonable attorney fees, arising from Broadcast Rights in connection with the Game.

6.3.3. Host City represents and warrants that the Stadium will be equipped to handle the demands of network broadcasting, including television, radio and internet access at no charge. It is Host City's responsibility to provide broadcasters, television, radio and on-line media with the necessary elements, including, but not limited to, proper lighting, electricity, parking locations, access to appropriate Stadium locations, to produce a quality broadcast of the Game meeting network standards.

6.3.4. AWPAA and NAAA shall allow Host City to use digital images, digital videos, film or photographs of the Game for Host City's use in any promotional material related to Host City or the Stadium, but not to exceed three (3) minutes in length subject to the approval of AWPAA and NAAA. Notwithstanding the foregoing, in no event shall such excerpt rights include third party television network, cable or syndicated excerpt rights or third-party online, radio or new media use.

## **SECTION 7.**

### **Miscellaneous Clauses and Provisions**

7.1. Insurance and Indemnity.

7.1.1. Host City shall provide a statement of insurance liability coverage for the Stadium. AWPAA and NAAA require that Host City provide certificate(s) of insurance evidencing comprehensive general liability coverage, with limits of no less than \$50 million naming AWPAA and NAAA as additionally insured parties. Security and fan safety plans shall be Host City responsibility subject to AWPAA and NAAA approval.

7.1.2. Host City shall add AWPAA and NAAA as additionally insured parties to Host City's general liability policy and excess umbrella liability coverage with respect to claims of third parties arising out of or in connection with any activities within the scope of this Agreement and which will provide insurance coverage for the indemnification of AWPAA and NAAA as set forth in Section 7.1.1 above. Host City shall forward AWPAA and the NAAA each a copy of the above referenced certificate for insurance no sooner than ten (10) days prior to the Game and no later than five (5) days prior the Game, each year.

7.1.3. AWPAA and NAAA will indemnify, defend and hold Host City and the City of Philadelphia harmless as a result of the act or failure to act, negligence or omission or AWPAA or NAAA or its employees, agents, contractors or persons within its control per the terms, conditions and exclusions of the Commercial General Liability Policies held by AWPAA or NAAA. Host City shall indemnify, defend and hold AWPAA or NAAA harmless as a result of the act or failure to act, negligence or omission of Host City or its employees, agents, contractors or persons within its control per the terms, conditions and exclusions of the Commercial General Liability policies held by Host City. The respective indemnity obligations under this section shall be dependent upon the indemnified party notifying the indemnifying party in writing of any claims or lawsuits for which indemnity is sought within thirty (30) days after receipt of written notice of such claim or lawsuit. Each party to this Agreement agrees to notify the other party to this agreement whenever it acquires knowledge of any event which may give rise to the indemnity obligations of this section and each party shall cooperate fully with the other party with respect thereto. All indemnities provided hereunder shall survive the expiration of this Agreement for a period of two (2) years.

7.1.4. AWPAA and NAAA shall maintain a commercial general liability policy and excess umbrella coverage with respect to the claims of third parties arising out of or in connection with an act or omission of AWPAA or the NAAA, its members, officers, employees and representatives of this Agreement. AWPAA and NAAA separately warrant that it has in full force and in full effect a \$1 million combined single limit coverage and excess umbrella liability coverage of \$4 million. AWPAA and NAAA will forward a copy of the above referenced certificate of insurance no sooner than ten (10) days prior to the Game and no later than five (5) days prior the Game, each year.

7.2. Intentionally deleted.

7.3. Independent Contractor. The relationship created by this agreement is that of



independent contractors. Nothing herein contained shall be construed so as to constitute AWPAA, NAAA, and Host City as joint ventures or partners or to make any party the agent of the other or make the party liable for the debts of the other party.

7.4. Dispute Resolution, Governing Law & Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Pennsylvania. All parties agree that if any party wishes to initiate litigation based on this Agreement, it must do so exclusively in the jurisdiction in which the other party is located and both parties hereby submit to such jurisdiction subject to the conditions and requirements of this paragraph. Prior to the instigation of any such action (other than an action for equitable relief), and as a condition to the voluntary submission to the jurisdiction of any state, a meeting shall be held at a mutually agreed upon neutral location, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If within sixty (60) days after such meeting the parties have not succeeded in resolving the dispute, any party may proceed at law, or in equity, in a court of the jurisdiction described above. This agreement is not subject to the Contract Disputes Act of 1978 (41 U.S.C §§ 7101-7109).

7.5. Best Interest Termination. AWPAA and NAAA, by written notice to Host City, may terminate this Agreement, in whole or in part, when it is in the best interest of the AWPAA and NAAA to do so. It would be considered to be in the best interest of AWPAA and NAAA to terminate this Agreement if, by holding the Game in any given year, military operations would be impeded and/or it would interfere with national security or public safety.

7.6. Termination for Default.

7.6.1. AWPAA and NAAA may, subject to Sections 7.6.4 and 7.6.5 below, by written notice of default to Host City, terminate the Agreement in whole or in part if Host City fails to:

7.6.1.1. Provide the agreed upon supplies or services as specified in this Agreement or any amendment thereto,

7.6.1.2. Make progress, so as to endanger performance of this Agreement (but see Section 7.6.2 below), or

7.6.1.3. Perform any of the other provisions of this Agreement.

7.6.2. AWPAA's and NAAA's right to terminate this Agreement under subdivisions 7.6.1.2 and 7.6.1.3 above may be exercised if Host City does not cure the identified failure within 10 days (or more if authorized in writing by AWPAA and NAAA) after receipt of the notice from AWPAA and NAAA specifying the failure.

7.6.3. If AWPAA and NAAA terminate this Agreement in whole or in part, they may acquire, under the terms and in the manner AWPAA and NAAA consider appropriate, another facility or related supplies or services similar to those terminated, and Host City will be liable to AWPAA and NAAA for any excess costs for that facility or for those related supplies or services. However, Host City shall continue to provide the facility or related supplies or services not terminated.

7.6.4. Except for defaults of subcontractors at any time, Host City shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of Host City. Examples of such causes include (a) acts of God or the public enemy, (b) acts of the Government or AWPAA and NAAA in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, and (i) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of Host City.

7.6.5. If the failure to perform is caused by the default of a subcontractor at any tier or a Host City teaming arrangement partner or corporate sponsor, and if the cause of the default is beyond the control of both Host City and subcontractor or teaming partner and without the fault or negligence of either, Host City shall not be liable for any excess costs for failure to perform, unless the subcontracted or teaming partner supplies or services were obtainable from other sources in sufficient time for Host City to meet the required delivery schedule.

7.6.6. The rights and remedies of AWPAA and NAAA in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

7.7. Removal of Host City, Contractor, or Stadium Employees. Host City agrees that only experienced, responsible and capable people will be used in the performance of the work. AWPAA and NAAA may require that Host City remove and have replaced any Host City, Contractor or Stadium employee who endangers persons or property, threatens the interests of military security, or threatens the safety of other personnel and patrons at Game related facilities or activities.

7.8. Changes.

7.8.1. AWPAA and NAAA may at any time, by written notice to Host City, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

7.8.1.1. Description of services to be performed.

7.8.1.2. Time of performance.

7.8.1.3. Place of performance of the services.

7.8.2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the written notice, AWPAA and NAAA shall make an equitable adjustment to the associated cost, or time for performance, or both, and shall modify the Agreement.

7.8.3. Failure by Host City to agree to any adjustment shall be grounds for termination of the Agreement in whole or in part by AWPAA and NAAA as set forth herein. However, unless and until AWPAA and NAAA terminate this Agreement, nothing in this clause shall excuse Host City from proceeding with the Agreement as changed.

7.9. Discrimination. Host City, AWPAA and NAAA agree that in the performance of this Agreement, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex or national origin.

7.10. Force Majeure. Failure to perform any provision of this Agreement by any party shall not constitute a default or breach if the failure shall be caused by fire, strike, boycott or other industrial or labor disturbance provided that such strike, boycott or industrial or labor disturbance is not the responsibility of or caused by the party. Nor shall a riot, civil commotion, flood, lightning, tempest, storm, acts of God, acts of war and defense, or any other act beyond the control of a party constitute a default or breach of this Agreement.

7.11. United States Government Disclaimer. The parties acknowledge that the Naval Academy Athletic Association is not a government agency or instrumentality and is not part of the United States Naval Academy. The parties further acknowledge that the Army West Point Athletic Association is not a government agency or instrumentality and is not part of the United States Military Academy. Accordingly, the parties acknowledge and agree that (a) nothing in this Agreement shall be deemed or construed as binding upon the United States Naval Academy, the United States Military Academy or the United States government; (b) neither the United States Naval Academy or the United States Military Academy nor the United States government have any obligation or liability whatsoever under this Agreement; and (c) no appropriated funds of the United States shall become due or be paid to any party by reason of this Agreement.

7.12. Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the addresses set forth below. Such communications shall be effective when they are received by the

addressee. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

If to Philadelphia Authority for Industrial Development, to:

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With a copy to:

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If to PHL Sports, to:

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With a copy to:

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If to Philadelphia Convention and Visitor Bureau to:

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With a copy to:

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If to AWPAA, to:

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\_\_\_\_\_

With a copy to:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to NAAA, to:

Eric Ruden, Deputy Athletic Director  
Naval Academy Athletic Association  
566 Brownson Road  
Annapolis, MD 21402  
ruden@usna.edu

With a copy to:

Matthew Dolan, Esq.  
Freeh, Sporkin & Sullivan, LLP  
3711 Kennett Pike, Suite 130  
Wilmington, DE 19807  
dolan@freehgroup.com

7.13. Severability. If any provision of this Consulting Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Consulting Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction

7.14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Host City shall require any successor to or purchase of the Stadium to assume all of the obligations of Host City related to the Stadium under this Agreement.

7.15. Entire Agreement. This Agreement sets forth the final and entire understanding between the parties with respect to the subject matter set forth herein, contains all of the terms to which the parties agree with respect to the subject matter set forth herein, and superseding all

# City of Philadelphia

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prior discussions, negotiations, understandings and agreements, whether oral or written, with respect to the subject matter set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and respective corporate seals to be hereunto affixed on the dates set forth below.

ATTEST: Philadelphia Authority for Industrial  
Development

\_\_\_\_\_  
Name: By: \_\_\_\_\_ Date \_\_\_\_\_  
Name  
Position

ATTEST: PHL Sports

\_\_\_\_\_  
Name: By: \_\_\_\_\_ Date \_\_\_\_\_  
Julie Coker Graham  
President and CEO

ATTEST: Philadelphia Convention and Visitors Bureau

\_\_\_\_\_  
Name: By: \_\_\_\_\_ Date \_\_\_\_\_  
Julie Coker Graham  
President and CEO

ATTEST: Naval Academy Athletic Association

\_\_\_\_\_  
Name: By: \_\_\_\_\_ Date \_\_\_\_\_  
Chet Gladchuk  
Director of Athletics

ATTEST: Army West Point Athletic Association

\_\_\_\_\_  
Name: By: \_\_\_\_\_ Date \_\_\_\_\_  
Boo Corrigan  
Director of Athletics

**EXHIBIT “B”**

**COOPERATION AGREEMENT BETWEEN**

**THE CITY OF PHILADELPHIA**

**AND**

**THE PHILADELPHIA CONVENTION AND VISITORS BUREAU**

This AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between The City of Philadelphia, acting through the Commerce Department (the “City”) and the Philadelphia Convention and Visitors Bureau (“PHLCVB”, together, “Parties”).

**BACKGROUND**

**WHEREAS**, the City is a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania (“Commonwealth”), having adopted the Philadelphia Home Rule Charter under the provisions of the First Class City Home Rule Act of April 21, 1949, P.L. 665;

**WHEREAS**, PHLCVB is a non-profit organization dedicated to promoting the welfare of Philadelphia by bringing an increasing number of conventions and leisure travelers to Philadelphia and having an objective of increasing visitation, along with its inherent economic benefits, to the entire region;

**WHEREAS**, PHLCVB has particular expertise in planning and hosting large events in Philadelphia such as the annual Army-Navy intercollegiate football game (“Army-Navy Game”);

**WHEREAS**, the Army-Navy Game has become a tradition in Philadelphia, with Philadelphia hosting the Army-Navy Game for 87 out of the past 118 years, beginning in 1899;

**WHEREAS**, the City and PHLCVB responded to a request for proposal from the Army Athletic Association (“Army”) and the Naval Academy Athletic Association (“Navy”, together, “Academies”) to jointly host the Army-Navy Game issued on August 11, 2016;

**WHEREAS**, the Academies accepted the City and PHLCVB’s proposal on August 22, 2017 to play the Army-Navy Game in Philadelphia at Lincoln Financial Field, in the years 2018, 2019, 2020 and 2022;

**WHEREAS**, the City and PHLCVB mutually agree to host, promote and facilitate the Army-Navy Game during those years;

**WHEREAS**, in order to successfully host, promote and facilitate the Army-Navy Game each year, a Four Hundred and Fifty Thousand Dollar (\$450,000.00) contribution from the City and other Philadelphia-based entities is required (the “Philadelphia Contribution”);

# City of Philadelphia

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**WHEREAS**, because Army-Navy Game generates a significant benefit to the local Philadelphia economy by filling an estimated 30,000 hotel room nights in the region as well as attracting 50,000 visitors to the City for the weekend, the Philadelphia Hospitality Improvement Levy District Corporation (the “PHiL DC”) has agreed, pursuant to that certain Memorandum of Understanding dated August 21, 2018 between PHLCVB and PHiL DC, to contribute Three Hundred Thousand Dollars (\$300,000.00) towards the Philadelphia Contribution;

**WHEREAS**, the City will be obligated to contribute One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Philadelphia Contribution;

**WHEREAS**, PHLCVB agrees to enter into a game agreement of the same date first written above, a copy of which is attached hereto as Exhibit “A” (the “Game Agreement”), with the Philadelphia Authority for Industrial Development (“PAID”) and the Academies;

**WHEREAS**, PHLCVB and the City intend to delineate their respective responsibilities of hosting the Army-Navy Game in this Agreement; and

**WHEREAS**, the Council of the City of Philadelphia has adopted an Ordinance (Bill No. \_\_\_\_\_) approved by the Mayor of the City of Philadelphia on the \_\_\_\_\_ day of December, 2018, authorizing the City Commerce Director to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereto, intending to be legally bound by this Agreement, mutually covenant and agree as follows:

**1. Incorporation of Background.**

The Background recited above is hereby incorporated into and made a part of this Agreement.

**2. Term.**

(a) The term of this Agreement shall begin on \_\_\_\_\_, 2018 (“Effective Date”), and shall terminate one day after the settlement of the finances following the 2022 Army-Navy Game (“Term”).

(b) Pursuant to Article VIII, Chapter 2, Section 8-200(3) of the Philadelphia Home Rule Charter, the City reserves the right to terminate this Agreement at its sole option at any time after the expiration of four years after the Effective Date of this Agreement without liability to the other party for damages or loss of profits which would have been realized had this Agreement not been terminated.

**3. City’s Obligations.**

(a) The City shall enter into an agreement with PAID in which PAID agrees to enter into the Game Agreement with the Academies and obligates the City to be responsible for certain financial obligations related to the Army-Navy Game, as set forth in that Game Agreement.



(b) The City shall perform all of PAID's duties in the Game Agreement including entering into a License Agreement with the Philadelphia Eagles for use of Lincoln Financial Field for the Army-Navy Game pursuant to terms of the Sublease and Development Agreement dated \_\_\_\_\_, 201\_\_ between PAID and the Philadelphia Eagles Limited Partnership.

(c) The City agrees to fund One Hundred and Fifty Thousand Dollars (\$150,000.00) towards the Philadelphia Contribution.

(d) In the event the financial expenses related to the Army-Navy Game exceed the revenue generated from the Army-Navy Game from all sources, including without limitation, any grants received by the City, PAID or PHLCVB related to the Army-Navy Game (the difference being hereinafter referred to as the "Deficit"), PHLCVB shall cover the first Two Hundred Fifty Thousand Dollars (\$250,000.00) of said Deficit and the City shall cover any Deficit amount over and above Two Hundred Fifty Thousand Dollars (\$250,000.00).

(e) The City shall cooperate fully with PHLCVB in applying for and acquiring grant money from the Commonwealth and other government and non-government sources, in order to help offset financial costs and expenses under the Game Agreement.

#### **4. PHLCVB's Obligations.**

(a) In the event of a Deficit, PHLCVB shall pay any such Deficit in an amount up to Two Hundred Fifty Thousand Dollars (\$250,000.00). PHLCVB shall have no responsibility to pay any of the Deficit in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00).

(b) PHLCVB shall enter into the Game Agreement with the Academies to host the annual Army-Navy Game in Philadelphia in the years 2018, 2019, 2020 and 2022.

(c) PHLCVB shall assist the City in negotiating the terms and conditions of the license agreement between the City and the Philadelphia Eagles, but will assert no authority to independently bind the City.

(d) PHLCVB shall use its best efforts to minimize expenses and maximize revenues related to the Army-Navy Game by obtaining public and private grants, enhancing other revenue streams and controlling costs wherever possible.

(e) PHLCVB, with the full cooperation of the City, shall apply for and acquire grant money from the Commonwealth and any other government and non-government sources, in order to help offset financial costs related to the Army-Navy Game.

(f) PHLCVB shall be responsible for oversight and planning of the Army-Navy Game and related events as set forth in the Game Agreement including, but not limited to, planning the annual Army-Navy Gala Dinner Party, Media Luncheon, transportation, parking and lodging for the Academies and any other special events planned in conjunction with the Army-Navy Game (collectively, the "Events").

(g) PHLCVB shall use its best efforts to solicit sponsorships for the Army-Navy Game consistent with the terms of the Game Agreement. All revenues derived from such sponsorships shall be utilized by PHLCVB to defray its expenses incurred in the production of the Events, to design and produce promotional materials associated with the Army-Navy Game including the maintenance of an appropriate Web site, media support, signage and all other media and promotional requirements. In the event that revenues from these sponsorships exceed the amount of PHLCVB's expenses, the excess shall be used to offset the costs related to the Army-Navy Game.

(h) PHLCVB shall be responsible for coordinating the settlement process with the Academies and the Philadelphia Eagles following each Army-Navy Game, as set forth in the Game Agreement.

## **5. Audit of Affairs.**

(a) During the Term and for a minimum of five (5) years thereafter, the City and its designated representatives shall have the right to audit the affairs of PHLCVB relating to the Army-Navy Game and all charges, fees and costs thereof. If any litigation, claim or audit is commenced prior to the expiration of the aforementioned five (5) year period, then the books and records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if applicable law requires a longer period, then the records shall be retained for such a longer period. In order to facilitate such an audit, upon prior reasonable notice, PHLCVB must provide the City with reasonable access to PHLCVB's books and financial records in the City of Philadelphia.

(b) PHLCVB shall maintain full, complete and accurate books of account and other records relating to its performance under this Agreement, and promptly make them available for inspection by the City, at a location in the City of Philadelphia, upon the City's request.

## **6. Nondiscrimination.**

(a) This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, PHLCVB shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, sex or ancestry. In the event of such discrimination, the City may terminate this Agreement forthwith or exercise any other remedy provided to the City in this Agreement or at law or in equity.

(b) In accordance with Chapter 17-400 of The Philadelphia Code, PHLCVB agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, or privileges or conditions of employment on the basis of race, color, sex, sexual orientation, gender identity, physical handicap, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

(c) Intentionally deleted.

(d) PHLCVB further agrees to cooperate with the Commission on Human Relations in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code.

(e) PHLCVB agrees, in exercising its rights under this Agreement, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.

(f) PHLCVB shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

(g) PHLCVB understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Agreement or from activities or services provided under the Agreement. As a condition of accepting and executing the Agreement, PHLCVB shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to PHLCVB, (b) to the benefits, services, activities, facilities and programs provided in connection with the Agreement, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Agreement are provided by the federal government, which are applicable to the federal government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, PHLCVB shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

## **7. MacBride Principles.**

(a) In accordance with Section 17-104 of The Philadelphia Code, PHLCVB by execution of this Agreement certifies and represents that (i) PHLCVB (including any parent company, subsidiary, exclusive distributor or company affiliated with PHLCVB) does not have, and will not have at any time during the Term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless PHLCVB has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Agreement, PHLCVB agrees that it will not utilize any subcontractors at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland, or (ii) who will provide products originating in Northern Ireland unless said supplier, sublicensee or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. PHLCVB further agrees to include the provisions of this Section 7 with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of this Agreement.

(c) PHLCVB agrees to cooperate with the City's Director of Finance in any manner which the said Director of Finance deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. PHLCVB expressly understands and agrees that any false certification or representation in connection with this Section 7 or any failure to comply with the provisions of this Section 7 shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S.A. Section 4904.

## **8. Certification of Non-Indebtedness.**

(a) PHLCVB and any and all entities controlling PHLCVB, under common control with PHLCVB or controlled by PHLCVB are not currently indebted to the City, and will not during the Term of this Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited, to taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. PHLCVB shall remain current during the Term of this Agreement under all such agreements and payment plans and shall inform the City in writing of PHLCVB's receipt of any notices of delinquent payments under any such agreement or payment plan within five days after receipt.

(b) PHLCVB shall require all subcontractors performing work in connection with this Agreement to be bound by the following provision and PHLCVB shall cooperate with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

“Subcontractor hereby certifies and represents that Subcontractor, and Subcontractor's parent company(ies) and their subsidiary(ies), are not currently indebted to The City of Philadelphia (the “City”), and will not at any time during the Term of PHLCVB's Agreement with the City, dated \_\_\_\_\_, 2018 (the “Agreement”) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.”

(c) In addition to any other rights or remedies available to the City at law or in equity, any breach or failure to conform to the aforesaid certifications may, at the option of the City, result in the withholding of payments otherwise due to PHLCVB under this Agreement or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Agreement for default (in which case PHLCVB shall be liable for all excess costs and other damages resulting from the termination), or both. In addition, PHLCVB understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

**9. Commercial Activity License.**

If PHLCVB is a “business” as defined in The Philadelphia Code, Section 19-2601, PHLCVB has and shall maintain during the Term of this Agreement, a valid, current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.

**10. Authority to Act and Good Standing.**

PHLCVB has full legal power and authority to execute and deliver this Agreement, and provide the services and materials as set forth herein. PHLCVB is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania and in all jurisdictions in which it conducts business activities relating in any way to the performance of the services and delivery of the materials under this Agreement, including, but not limited to, the jurisdiction in which PHLCVB is organized. Neither PHLCVB's personnel shall be employees of the City.

**11. Contributions.**

In accordance with Section 17-1402 of The Philadelphia Code, PHLCVB represents on behalf of itself that no “contribution(s),” as such term is defined in the Pennsylvania Election Code, 25 P.S. Section 3241, have been made and none shall be made during the term of the Agreement by PHLCVB or any party from which a contribution can be attributed to PHLCVB, that would render PHLCVB ineligible to apply for or enter into a “Non- Competitively Bid Contract,” a contract for the purchase of goods or services to which the City is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of The Philadelphia Home Rule Charter; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. The City may exercise any or all of the remedies set forth herein, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to PHLCVB shall operate as a waiver of any of the City's rights in connection with this Agreement. The rights and remedies of the City as described herein shall not be exclusive and are in addition to any other rights or remedies available to the City under this Agreement at law or in equity. In addition, pursuant to the attribution rules of Section 17-1405, PHLCVB shall, during the term of the Agreement and for one year thereafter,

make the following disclosures with respect to any contribution of money or in-kind assistance PHLCVB has made during such time period:

(a) Disclose contribution(s) to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.

(i) Such disclosure shall be made on a form provided by the City Department awarding the Agreement, and the form shall be signed and filed with such City Department within five (5) business days of the contribution. The City Department receiving the disclosure form shall forward copies to the President and Chief Clerk of City Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of PHLCVB.

(ii) Intentionally deleted.

(b) Disclose, during the Term of the Agreement and for one year thereafter, the name and title of each City officer or employee who, during such time period, asked PHLCVB, any officer, director or management employee of PHLCVB, or any individual or entity representing PHLCVB, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any individual or entity, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any individual or entity in response to any such request. PHLCVB shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.

(i) Such disclosure shall be made on a form provided by the City Department awarding the contract, and the form shall be signed and filed with the City Department within five (5) business days after a request was made or a payment in response to a request was made, as the case may be.

(ii) The City Department receiving the disclosure form shall forward copies to the President and Chief Clerk of City Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

(c) Disclose the name and title of each City officer or employee who directly or indirectly advised PHLCVB, any officer, director or management employee of PHLCVB, or any individual or entity representing PHLCVB that a particular entity could be used by PHLCVB to satisfy any goals established in the Agreement for the participation of minority, women, disabled or disadvantaged business enterprises.

## **12. Executive Order 10-16: Gifts.**

(a) Pursuant to Executive Order 10-16, no City officer or employee may accept or receive a payment, subscription, advance, forbearance, rendering or deposit of money,

services, entertainment, invitation, food, drink, travel, lodging or anything of value, unless consideration of equal or greater value is conveyed in return, from any person who, at time or within 12 months preceding the time a gift is received:

- (i) Is seeking, or has sought, official action from the officer or employee;
  - (ii) Has operations or activities regulated by the officer's or employee's agency, department, office, board or commission, or, in the case of gifts to members of the Mayor's Cabinet, has operations or activities that are regulated by any agency, department, office, board or commission within the Executive and Administrative branch; or
  - (iii) Has a financial or other substantial interest in acts or omissions taken by the officer or employee, which the officer or employee is able to substantially affect by his or her official action.
- (b) Additionally, no City officer or employee shall accept or receive a gift of any value from any person that engages in lobbying on behalf of a principal for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of The Philadelphia Code or any other applicable law, including any attorney at law while engaged in lobbying.
- (c) PHLCVB understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, PHLCVB shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, or loss of financial assistance, depending on the nature of the violation.
- (d) All City employees presented with gifts or gratuities as indicated in Executive Order 10-16 are required to report these actions to the appropriate authorities. If PHLCVB has been solicited for gifts or gratuities by City employees, it must report these incidents to the appropriate authorities, including but not limited to the Office of the Inspector General.

### **13. Sales and Use Tax.**

The City is exempt from the payment of any Federal Excise or Transportation Taxes and any Pennsylvania Sales or Use Tax. The City shall not be responsible or liable for the payment of the aforesaid taxes or any other tax paid or payable by PHLCVB to its subcontractors or suppliers in connection with this Agreement.

### **14. Notices**

All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, or by facsimile followed by hard copy forwarded as aforesaid and addressed as follows:

# City of Philadelphia

BILL NO. 180975 continued

Certified Copy

If addressed to City: City of Philadelphia Commerce Department  
Attn: Deputy Director, Finance and Administration  
1515 Arch Street, 12<sup>th</sup> Floor  
Philadelphia, PA 19102

With a copy to: City of Philadelphia Law Department  
Attn: Chair, Corporate and Tax Group  
1515 Arch Street, 17<sup>th</sup> Floor  
Philadelphia, PA 19102

If addressed to PHLCVB: Philadelphia Convention and Visitors Bureau  
Attn: \_\_\_\_\_  
1601 Market Street, Suite 200  
Philadelphia, PA 19103

With a copy to: Jack Pierce, Esq.  
Saul Ewing Arnstein & Lehr  
Centre Square West  
1500 Market Street, 38th Floor  
Philadelphia, PA 19102

or to such other individual and/or address as the Parties to receive notice may from time to time designate by written notice in the manner above described.

## **15. Assignment; Third Party Beneficiaries.**

(a) This Agreement shall not be assigned, assignable, or otherwise transferred or transferable by action of PHLCVB without the prior written consent of the City.

(b) In no event shall anything in this Agreement confer upon any other person or entity or any third party beneficiary rights.

## **16. Compliance with Applicable Law.**

Throughout the Term, PHLCVB shall observe and comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards or any other body exercising functions similar to those of any of the foregoing, which may be applicable to PHLCVB or this Agreement (“Applicable Law”), including Section 17-104 of The Philadelphia Code regarding to Slavery Era Disclosure.

## **17. Governing Law; Waiver of Jury Trial.**

(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.



# City of Philadelphia

BILL NO. 180975 continued

Certified Copy

(b) The Parties mutually waive the right to a jury trial in any action under this Agreement.

## **18. Entire Agreement.**

This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, presentations or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both Parties.

IN WITNESS of the mutual promises and covenants set forth above, and intending to be legally bound by this Agreement, the Parties have caused this Agreement to be executed by their duly authorized officers, under seal, as of the day and year first above written.

Approved as to Form:  
Marcel S. Pratt, City Solicitor

**THE CITY OF PHILADELPHIA**

Per: \_\_\_\_\_  
Chair, Corporate and Tax Group

By: \_\_\_\_\_  
Commerce Director

**PHILADELPHIA CONVENTION AND  
VISITORS BUREAU**

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Julie Coker Graham  
President and CEO

**Exhibit A**  
**Game Agreement**

# City of Philadelphia

BILL NO. 180975 continued

Certified Copy

# City of Philadelphia

BILL NO. 180975 continued

Certified Copy

CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on December 6, 2018. The Bill was Signed by the Mayor on December 7, 2018.



Michael A. Decker  
Chief Clerk of the City Council