



CITY OF  
TUCSON

OFFICE OF THE  
CITY ATTORNEY

September 20, 2016

Donald J. Trump for President, Inc.  
c/o Joy Lutes and Corey Lewandowski  
725 5<sup>th</sup> Ave.  
New York, NY 10022

Re: City of Tucson, Arizona License Agreement No. 477737-2016-03

On March 19, 2016, you held the "Trump – Make America Great Again Rally" at the Tucson Convention Center ("TCC"). Your use of the TCC was authorized under the attached license agreement (Permit No. 477737-2016-03), under which you are the licensee. Pursuant to the terms of the license agreement, you are responsible for payment of any and all Ancillary Charges and Other Charges as defined in the agreement. Those charges include the costs incurred for all services, equipment and personnel provided by the City of Tucson (City) for security and for crowd and traffic control.

In connection with your event, the City incurred costs of \$81,837.00 in providing security and crowd and traffic control. Those costs are described in the attached invoice. The City previously sent you the attached invoice, but you have provided no response.

This letter serves as a demand for payment of the described charges. Pursuant to Sections 3.D and 4.B.2 of the license agreement, you are responsible for these payments. You must remit payment to the City of Tucson within two (2) days of your receipt of this demand. If you fail to remit payment in a timely manner, the City may pursue all of its remedies as set forth in Section 7.C of the license agreement. You are directed to remit payment to:

City of Tucson  
c/o SMG – Tucson Convention Center  
260 S. Church Avenue  
Tucson, AZ 85701

Make any check payable to: City of Tucson.

Sincerely,

Mike Rankin  
City Attorney

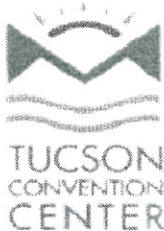
MR/dg  
Att.

CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4221 • FAX (520) 791-4188 • TTY (520) 791-2639

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[www.cityoftucson.org](http://www.cityoftucson.org)





SMG TUCSON CONVENTION CENTER

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

PERMIT NO: 477737-2016-03

LICENSE AGREEMENT

SUMMARY OF BASIC TERMS

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

**EVENT: Trump - Make America Great Again Rally**

**LICENSE DATE: 3/19/2016 - 3/19/2016**

**LICENSEE ADDRESS:**

Donald J. Trump for President, Inc.  
c/o Joy Lutes  
725 5th Ave.  
New York NY 10022

**LICENSEE TELEPHONE:** 703-362-0150

**LICENSEE E-MAIL:** jlutes@donalddonaldtrump.com

**EVENT TYPE:** Assembly

**LICENSE PERIOD AND AUTHORIZED AREA:**

<u>Area</u>	<u>Function</u>	<u>Date</u>	<u>Time</u>	<u>Rental</u>
Tucson Arena	Performance	3/19/2016 - 3/19/2016	7.00 AM - 11.30 PM	\$7,100.00
Subtotal				\$7,100.00
2.5% Rental Tax				\$ 177.50
Total Rent				\$7,277.50

Cancellation of space being held under "Licensed Period and Authorized Areas" of this License Agreement will not decrease the rental amount as stated herein. Any addition of space will be charged at the ongoing rate at the time of the adjustment and will increase the stated amount. Any set-up time permitted to Licensee on 3/18/2016 shall be included in the "Total Rent" indicated above.

**DEPOSIT:** \$7,277.50 due upon acceptance of this Permit

**ALL DEPOSITS ARE NON-REFUNDABLE**

**SPECIAL CONDITIONS:**

- Rental rates include (8) A-Team Security guards from 12 pm-5:30 pm, (1) Audio Board Tech from 12 pm-5:30 pm, House Sound System, JBL Line Array, House Lights including moving lights on JBL Line Array, Set up Half House Curtain, SM 57 microphone, stage monitor, (4) front fills, staging, tables and chairs.
- TCC will pay to display static image on Video Board during event.
- Parking fees will be at prevailing rates and charged to attendees.

ANCILLARY SERVICES: Fees shall be made on the closing night of the use of areas unless a prior agreement is reached and accepted by both parties. Any ancillary services legitimately due shall be paid within two (2) business days of invoice.

CUA Initial

3/18/16 Date

ANCILLARY SERVICES CHARGES:

Ancillary services, i.e. parking, staging and rigging, electrical, telephone and internet, security-ushering needs and any additional fees are not included in the basic rental rate and will be billed at close of event.

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

OTHER CHARGES: Fees shall be made on the closing night of the use of areas unless a prior agreement is reached and accepted by both parties. Fees legitimately due under this section shall be paid within two (2) business days of invoice.

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

DUE DATE FOR DELIVERY OF THE DEPOSIT AND SIGNED LICENSE AGREEMENT: 3/19/2016

DATE FOR DELIVERY OF INSURANCE CERTIFICATES: 3/19/2016

DUE DATE FOR RENTAL PAYMENT IN FULL BY LICENSEE: 3/19/2016

LICENSEE: Donald J. Trump for President, Inc.

DATED: 3/17/2016 4:22 PM

KBC:me

CAE Initial

3/18/16 Date



Event: Trump - Make America Great Again

Date: 3/19/2016 - 3/19/2016

Location: Tucson Arena

SMG Tucson Convention Center

260 S. Church Avenue

Tucson, AZ 85701

520-791-4101

Donald J. Trump for President, Inc.

c/o Joy Lutes

725 5th Ave.

New York, NY 10022

PERMIT NO: 477737-2016-03

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

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

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

#### SECTION 1. DEFINITIONS

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

1.A. City (The). The City of Tucson, a corporate body politic of the State of Arizona, which owns the Center

1.B. Center. The Tucson Convention Center building, including Tucson Arena, Music Hall and Leo Rich Theater, located in Tucson, Arizona and any additions thereto, its grounds, adjacent land, and any other structure temporarily in connection therewith.

1.C. Convention Center Catering Contractor. Savor, providing food and beverage service for the Center under an exclusive agreement with Operator or Authority, as of October 1, 2014.

1.D. Operator (The). SMG has been designated and authorized, by the City, as manager and operator of all the other parts of the Center, to act on its behalf on all matters herein contained.

1.E. General Manager. The Operator's chief executive and operating manager.

1.F. License Fee. The fee for Licensee's use of the Licensed Areas, as shown in the summary of Basic Terms, which fee does not include Ancillary Charges or Other Charges incurred by Licensee under the terms of the License Agreement

1.G. Licensed Areas. The areas in the Center shown in the Summary of Basic Terms and designated as "Licensed Areas"

1.H. Licensee. The person or entity shown as "Licensee" in the Summary of Basic Terms.

1.I. Regulations. The facility regulations in the booklet entitled Tucson Convention Center Event Planning Guide" heretofore delivered by Operator to Licensee. The Event Planning Guide is incorporated in this License Agreement as though fully re-written herein, except when the terms therein set a deadline prior to the execution of this Permit or otherwise conflict with the terms of this Permit, in which case the terms of this Permit shall control, and any violation of the Event Planning Guide is a breach of this License Agreement.

1.J. Summary of Basic Terms. The two (2) page summary attached to the beginning of this License Agreement and incorporated herein

#### SECTION 2. SCOPE OF LICENSE

##### 2.A. GRANT OF LICENSE

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

##### 2.B. COMMON AREAS

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

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

##### 3.A. LICENSE FEE

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



### **3.B. DEPOSIT**

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

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

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

### **3.D. ANCILLARY SERVICES CHARGES**

In addition to the License Fee payable herein, Licensee shall pay Ancillary Service Charges for all Ancillary Services provided to Licensee by Operator, in accordance with the schedule shown on the Summary of Basic Terms, a further deposit to be applied against Ancillary Services Charges ("Ancillary Service Deposit") and otherwise governed under the terms of Section "3B", above.

### **3.E. FOOD AND BEVERAGE SERVICE**

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

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

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

### **3.G. SET-UP REQUIREMENTS**

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

## **SECTION 4. SERVICES**

### **4.A. EXCLUSIVE SERVICES**

Services for Licensee's Event shall be provided in accordance with the Building Services outlined on page 25 of the Event Planning Guide; services by Operator which are therein described as subject to fees or charges by Operator are Ancillary Services, and, if provided by Operator, shall be charged to Licensee at the rates shown on Operator standard order forms, or if not there expressly listed, at the rates standardly charged for such Ancillary Services by Operator. All internet and high speed data connection services must be ordered from Operator. Licensee, or Licensee subcontractors may not resell Operator provided exclusive services, and Operator will provide such services upon execution of Operator order form.

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

Operator shall furnish, without cost to Licensee on Event show days, normal air conditioning or heat, overhead lighting, restroom facilities and janitorial services consisting of cleaning of common public areas, not including aisle or exhibit booth cleaning, in accordance with Operator Event Planning Guide. Failure to furnish any of the foregoing due to circumstances beyond the control of Operator shall not be construed as a breach of Agreement. It is understood by Licensee that services will be provided only to the extent of existing available inventory and in consideration of other tenants.

### **4.B. 2. SERVICES NOT INCLUDED IN RENTAL**

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

- a) Guest services, such as security, crowd, and traffic personnel.
- b) Nursing/medical personnel.
- c) Stagehand and stage lighting and operation. Sound set-up and operation including technicians (Other than normal P.A. System)
- d) Insurance (see Page 2, Section 6).
- e) Equipment as outlined in equipment rental list.
- f) Bulk trash removal services.
- g) Food and beverage.
- h) Exhibit aisle and Booth cleaning services (if applicable).
- i) Event or Post-Event cleaning
- j) Box Office Services (if applicable).
- k) Move-in and move out air conditioning and/or heat
- l) Telecommunications and utility services.

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

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

Licensee must use Operator furnished services and personnel unless specifically excluded herein: Licensee may use volunteers for ticket takers, its own merchandise vendor, its own ticketing vendor, United States Secret Service and private security contractors for security services, and campaign staff for event set-up and/or production assistance.

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

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

#### **4.C. TOXIC AND NONTOXIC WASTE DISPOSAL**

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

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

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

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

#### **5.A. REPAIR AND RETURN OF FACILITY**

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

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

#### **5.B. SAFETY PROCEDURES/REGULATIONS**

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

#### **5.C. RENOVATIONS**

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

#### **5.D. SIGNS AND GRAPHICS**

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



## SECTIONS 6. INDEMNIFICATION: INSURANCE

### 6.A. INDEMNIFICATION

To the extent permitted by law, Licensee shall indemnify, hold harmless and defend the Operator, City and Rio Nuevo and their respective members, officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney fees), in litigation commenced by or against Licensee, on account of personal, and/or bodily injury, death or damage to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance, associated with the occupancy or use of the Center (including but not limited to any and all rigging from or to the physical structure of the Center or any fixture thereto, set-up, alterations, and/or improvements at or to the Center necessitated by and/or performed with respect to the Event) by Licensee or its employees, agents, contractors, patrons, guest, licensees, invitees or any other person entering the Center with the implied or express permission of Licensee. Such indemnification by Licensee shall apply except to the extent such damage or injury results from the negligence or willful misconduct of the Operator or City, or the members, officers, directors, agents or employees of each of these entities.

### 6.B. INSURANCE

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

(1) Commercial General Liability Policy with the addition of coverage as broad and as encompassing as the Broad Form Comprehensive General Liability Endorsement in the occurrence form, including loading and unloading operations, providing coverage against claims for personal and/or bodily injury or death and property damage occurring in or upon or resulting from Licensee's use or occupancy of the Center. Such general liability insurance shall include, contractual liability, products/completed operations, fire legal liability, and if required by event, Volunteers and Pyrotechnics coverage.

Such insurance shall be primary and non-contributory with any other coverage, including the Operator's, and such insurance shall afford immediate defense and indemnification of all named additional insureds including Operator and City to the limits of not less than One Million Dollars (\$1,000,000.00) and Operator reserves the right to request a copy of the policy endorsement.

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

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

(4) Employer's Liability Coverage: Coverage shall be placed with limits not less than One Million Dollars (\$1,000,000) per incident.

Both the Commercial General Liability and Automobile Liability Insurance Policies described above shall include the following additional insured endorsement language:

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

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

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

Upon receipt of any certificate of insurance, Operator reserves the right to require the alteration of the above clause.

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

### 6.C. WAIVER OF SUBROGATION

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

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

#### **6.D. ACTS AND OMISSIONS OF THIRD PARTIES**

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

### **SECTION 7. BREACH: REMEDIES**

#### **7.A. CURABLE BREACH: RIGHT TO CURE**

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

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

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

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

#### **7.B. OTHER MATERIAL BREACH**

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

1. Material waste, injury or damage to the Center or its contents caused, permitted or threatened by Licensee or Licensee's event, or any actual or threatened physical injury to any person who is an agent, officer, employer, contractor or licensee of the Operator;
2. Filing by or against the Licensee of a petition in bankruptcy or of insolvency or for reorganization or arrangement or for appointment of a receiver or trustee of all or a portion of the assets of the Licensee; or
3. Making by Licensee of an assignment for the benefit of creditors.

Upon occurrence of any of the foregoing, Operator shall have the right to invoke any or all of the remedies set forth below in Section 7.C below.

#### **7.C. REMEDIES**

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

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

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

#### **7.D. CANCELLATION BY LICENSEE**

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



## SECTION 8. OBLIGATIONS OF LICENSEE

### 8.A. COMPLIANCE WITH LAWS

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

### 8.B. LICENSES AND PERMITS

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

### 8.C. SERVICE CONTRACTORS

### 8.D. OBJECTIONABLE USES

Licensee shall not use or permit use of the Center in any way (i) which is in violation of any laws of the United States, the State of Arizona, the County of Pima, or the City of Tucson, or (ii) which, in the sole reasonable discretion of Operator or City, would bring discredit or opprobrium on Operator or City, or would be beneath the standards of good taste and excellence prevalent locally. Operator and City acknowledge that Event shall contain political speech and no such political speech shall be curtailed or subject to this term. Fireworks displays and delivery of any such equipment and materials related thereto must have prior written approval of Operator.

### 8.E. NON-DISCRIMINATION

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

### 8.F. TICKETING; TAX REPORTING;

#### TICKETING

Licensee shall utilize its own vendors to distribute complimentary tickets to event.

## SECTION 9. OPERATOR'S RIGHT OF ENTRY

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

## SECTION 10. GENERAL PROVISIONS

### 10.A. COPYRIGHTS AND PROPRIETARY MATERIAL

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

### 10.B. APPLICABLE LAW

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

Licensee agrees that entry into this Agreement constitutes sufficient minimum contacts with Arizona to permit the courts of Arizona to assert personal jurisdiction over Licensee in any action by Operator arising out of this Agreement or of the conduct, acts or activities of the parties hereunder.

### 10.C. ATTORNEY FEES

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

#### 10.D. DELIVERY OF NOTICES

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

Such notice, addressed as set forth above, will be deemed to have been given to Licensee, upon delivery to Licensee's address.

Operator's receipt of proof of delivery from the respective delivery service shall be deemed proof of receipt of such notice by Licensee.

All other notices, requests, demands, instructions, or any other communications to be given to any party hereunder shall be in writing, sent by First Class Mail.

#### **TO OPERATOR: SMG**

Attention: General Manager  
Tucson Convention Center  
260 S. Church Avenue Tucson,  
Arizona 85701

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

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

#### 10.E. FORCE MAJEURE

In the event that Operator's obligations to the Licensee under this Agreement are delayed, prevented, or rendered impractical by any of the following events: fire, flood, riot, earthquake, strike by Operator's employees, civil commotion, Act of God, war, terrorism, or any law, ordinance, rule or regulation, which becomes effective after the date of this Agreement, or any other clause beyond the reasonable control of Operator and/or City, Operator and/or City shall not be liable to the Licensee for such delay or failure to perform. The Licensee hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to Licensee of all deposits paid to the Operator.

#### 10.F. PARTIAL INVALIDITY

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

#### 10.G. ASSIGNMENT: SUBLETTING LICENSED AREAS

Licensee shall not assign this License Agreement or any interest herein or permit the use of the Licensed Areas or any part thereof by any party. Licensee shall not sublet or sub-license any of the Licensed Areas without the prior written consent of Operator, except that Licensee shall have the right to permit its exhibitors, if any, to use the licensed areas in conjunction with Licensee's Event. Any purported assignment by Licensee shall be and constitute a material breach of this Agreement and shall be null and void. Any substantive change in the nature of Licensee's event, without the prior written consent of Operator, shall be and constitute a material breach of this Agreement. Operator shall have the right to assign this License Agreement to any successor owner or manager of the Center.

#### 10.H. AMERICANS WITH DISABILITIES ACT (ADA)

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

#### 10.I. SECTION HEADINGS

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

#### 10.J. SURVIVAL

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

**10.K. EFFECTIVE DATE OF LICENSE AGREEMENT**

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

**10.L. AMENDMENTS TO AGREEMENT**

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

**10.M. LIMITATIONS ON DAMAGES**

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

**10.N. ELECTRONIC COMMERCE**

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

**10.O. NO ORAL AGREEMENTS**

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

**SECTION 11. AMENDMENTS TO EVENT BOOKING GUIDE:**

In addition to the exceptions outlined in Section 1.I above, the following amendments will be made the Event Booking Guide:

(a) Merchandise – Licensee shall be permitted to sell or otherwise exchange campaign merchandise for campaign contributions utilizing its own vendors at its own cost. Operator or City shall not be permitted to any proceeds from Trump-related merchandise sales (no Merchandise Fee applies) and Operator and City shall not be permitted to make such sales of Trump-related items.

(b) Recording or Broadcast – Operator and City acknowledge that Event is newsworthy and, as such, third parties such as the news media may broadcast or record Event for news purposes. In addition, nothing shall prevent Licensee from recording or using Event footage for its own promotional purposes. No fees shall be due to Operator or City in connection with Licensee's and Third Parties' rights under this provision.

(c) Licensee is permitted to use the venue's name to describe the location of Event without prior approval of Operator or City.



By:



Date:

3/18/16

Name:

Glenn Grabski

Its:

General Manager

OPERATOR, SMG as managing agent for City of Tucson

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

By:



Date:

3/18/2016

Name:

Corey R Lewandowski

Its:

Campaign Manager

LICENSEE:

Donald J. Trump for President, Inc.

DATED: 3/17/2016 4:31 PM

KBC.me



# INVOICE

**DATE:** April 13, 2016  
**Contract #**  
**Event Date:** March 19, 2016

**Bill To:**

Donald J Trump for President, Inc  
c/o Joy Lutes  
725 5th Ave  
New York, NY 10022

DESCRIPTION	AMOUNT
<b>Services Provided by Tucson Police Department March 19, 2016:</b>	
Tucson Police Assigned Inside the Tucson Arena: 52 Officers @ 6.5 hours each (inclusive of related expenses)	\$ 23,290.00
Tucson Police outside of Tucson Arena 128 Officers @ 6.5 hours each (inclusive of related expenses)	\$ 58,547.00
<b>TOTAL DUE CITY OF TUCSON</b>	<b>\$ 81,837.00</b>

Please make all checks payable to:

**City of Tucson**

Remit to:

**SMG - Tucson Convention Center**

260 S. Church Avenue • Tucson, AZ 85701 • (520) 791-4101 • [www.TucsonConventionCenter.com](http://www.TucsonConventionCenter.com)



Worldwide Entertainment and  
Convention Venue Management