

VENUE USE AGREEMENT

This Venue Use Agreement is made by and between Middle Georgia Regional Airport- South Ramp ("Owner") and Donald J Trump For President, Inc. ("DJTFP") and executed as of the date signed by both parties.

WHEREAS, Owner is willing to rent to DJTFP and DJTFP desires to rent from Owner, the Owner's facilities and grounds, as approved by Owner, located at 1000 Terminal Dr, Macon, GA 31297 **South ramp area only** and as further described in **Exhibit A** attached hereto ("Premises") for the purpose of DJTFP holding a campaign event ("Event"), on the terms and conditions set forth herein.

The Agreement is made subject to the following terms and conditions:

RENTAL

Owner shall make Premises available to DJTFP from **9:00am on October 15, 2020, to 10:00pm on October 16, 2020** ("Rental Period"). DJTFP shall have access to and use of Premises during Rental Period. During Rental Period, Premises shall be used for set-up and build-out, press load-in, security sweep, guest "doors open" time, Event, and break-down. Owner recognizes that Event will be held on **October 16, 2020**, during which press, invitees and other members of the public will attend Event in Premises. DJTFP's production team is responsible for setting up non-pre-existing staging, lighting, seating, tables, etc. as needed for Event at DJTFP's expense.

COMPLIANCE WITH GOVERNOR'S EMERGENCY ORDER

DJTFP acknowledges that the State of Georgia is under a public health emergency pursuant to Executive Order 09.30.20.01,¹ arising out of the COVID-19 Pandemic. As such, Governor Brian Kemp has issued Executive Order 09.30.20.02, which provides, in part, "That no business, establishment, corporation, non-profit corporation, organization, or county or municipal government shall allow Gatherings of persons." *Id.* at 7. A "Gathering" is defined as, "more than fifty (50) persons physically present at a Single Location if, to be present, persons are required to stand or be seated within six (6) feet of any other person. Therefore, groups of more than fifty (50) people are permitted if their grouping is transitory or incidental, or if their grouping is the result of being spread across more than one Single Location."

In order to comply with Executive Order 09.30.20.02, or any similar terms in a subsequent executive order, DJTFP agrees that, at all times when there are more than fifty people, included hosts, guests, patrons, volunteers, staff, security, or any other person whatsoever, at the event location, DJTFP will take steps to ensure that:

- A. There is maintained six feet of separation between all persons, except on a transient or incidental basis (estimated at 150 square feet per person);
- B. All persons will be required to wear facial coverings or masks wherever six feet of separation cannot be maintained;
- C. DJTFP will providing adequate access to hand sanitizing for all persons; and
- D. DJTFP will post the COVID Notification sign attached hereto at Exhibit B in a prominent location at all of the entrances and shuttle pickup locations for the Event; and

RENT

DJTFP agrees to pay Owner the following sum to rent Premises for the Rental Period.

¹ Executive orders are available at <https://gov.georgia.gov/executive-action/executive-orders/2020-executive-orders>.

Premises Usage:	\$6,000.00
Parking Areas:	\$3,000.00
Staff Costs:	\$8,000.00
TOTAL:	\$17,000.00

Owner represents that such sum constitutes fair market value of the use of space and shall include access to the basic utilities of the Premises, costs associated with moving incidentals within the Premises to prepare areas for the Event, and all costs associated with operating the Premises during rental period.

Notwithstanding the foregoing, Owner acknowledges that DJTFP is the authorized campaign committee of the President of the United States of America, and that DJTFP therefore may be forced to cancel or postpone the Event at any time, upon prompt notice to Owner, due to obligations in relation to a pending or occurred national emergency or crisis (including natural disasters) beyond the control of DJTFP. In such case, DJTFP's cancellation will not be deemed a breach of this Agreement, and no obligation, performance, or payment contemplated under this agreement, will be owed by either party and any payments shall be reimbursed to DJTFP. DJTFP, however, shall reimburse Owner for any costs incurred by Owner in connection with the Event as of the cancellation date.

INSURANCE

- a. DJTFP shall provide General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, lasting and explosion, collapse of structures, underground damage, personal injury liability, and contractual liability, with minimum coverage limits of \$1,000,000.00 for each coverage category stated herein. The policy shall not exclude fire or explosion hazards from coverage. The policy shall provide at a minimum the following limits:

(i)	Premises and Operations	\$1,000,000 per Occurrence
(ii)	Products and Completed Operations	\$1,000,000 per Occurrence
(iii)	Personal Injury	\$1,000,000 per Occurrence
(iv)	Contractual	\$1,000,000 per Occurrence
(v)	General Aggregate	\$1,000,000 per Event

- b. All deductibles shall be paid for by DJTFP. DJTFP agrees to purchase and have the authorized agent state on the insurance certificate that DJTFP has purchased insurance coverage as provided for herein. DJTFP shall list Owner, as well as Owner's officers, elected officials, agents, and employees, as additional insureds on all required insurance policies, and such insurance policies shall be primary, paying before any other potential available coverage. All coverage provided shall be on an occurrence basis.

- c. All insurance policies required hereunder shall be maintained in full force and effect during the life of this Agreement, and until such time after the expiration or termination of this Agreement as all obligations imposed hereunder upon DJTFP are fulfilled. All required insurance policies shall be issued by a company licensed to do business in the Georgia and with an A. M. Best & Company's rating of at least A.

- d. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

LIABILITY

DJTFP assumes all risk and liability for, and agrees to indemnify and hold safe and harmless and to defend Owner from and against all claims, losses, liabilities, damages, and expenses (including reasonable legal expenses and attorney fees), arising out of DJTFP's use of the premises, including illness, personal injury, bodily injury, and property damage incurred as a direct or indirect result of the negligence of DJTFP, its employees and agents. DJTFP shall not be liable for or indemnify Owner for, and Owner assumes all risk and liability for, personal injury, bodily injury, including but not limited to sickness or injury related to the consumption of food provided by Owner, and property damage incurred as a direct or indirect result of the negligence of Owner, Owner's employees and agents.

EVENT SECURITY

Owner acknowledges and agrees that the Event will feature the Vice President of the United States and/or President of the United States and/or others under the protection of U.S. Secret Service, and that Secret Service will operate in connection with the Event and have sole and direct responsibility for independently coordinating any law enforcement services necessary for the Event. Owner further recognizes that Secret Service is a federal government law enforcement agency and DJTFP, a private campaign committee, has no affiliation with or control over Secret Service's actions in connection with the Event. As such, no law enforcement or related costs in connection with the Event will be the responsibility of DJTFP or Owner, and no such costs will be coordinated or incurred by Owner, charged through Owner to DJTFP, or otherwise be reimbursable expenses in connection with this Agreement. Notwithstanding the foregoing, DJTFP may, as necessary, separately provide private security contractors at DJTFP's own expense to operate in conjunction with the Event.

CONFIDENTIALITY/NON-DISCLOSURE

Owner understands that Owner may come into the possession of confidential information that pertains to DJTFP's business, including but not limited to, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions, samples, models, lists, strategies and procedures. Owner acknowledges that any and all of the foregoing, along with any and all other information provided to, generated by, or otherwise becoming known to Owner in connection with or incident to this Contract, is privileged and confidential information in any form, and Owner further agrees not to retain, duplicate, distribute, or otherwise use any such information, in any manner, or for any purpose. Owner agrees that confidential information will not be willfully or negligently divulged or made accessible to any third party. Confidential information as described above is the exclusive property of DJTFP and will be immediately returned to DJTFP upon DJTFP's request or upon termination of this Contract.

DJTFP and Owner agree not to disclose the negotiations, terms, or existence of the Agreement to any third-party, through any medium, until such time as DJTFP has formally announced the scheduling of the Event on DJTFP's campaign website, <https://donaldjtrump.com>. DJTFP acknowledges and agrees that Owner is subject to Georgia's Open Records Act, O.C.G.A. § 50-18-17, et seq., and the Parties hereby agree that no disclosures authorized or required to be made under the Open Records Act shall be deemed to be in breach of this Agreement.

CANCELLATION/ATTRITION

Notwithstanding anything to the contrary, in the event of cancellation or attrition by DJTFP, Owner agrees to undertake reasonable sales efforts to resell the cancelled function space. If Owner resells all or part of the cancelled function space, the amount owed by DJTFP pursuant to this Paragraph shall be reduced in an amount equal to the revenue received by Owner from such resale, including revenues from the sale of food and beverages.

FAIR MARKET VALUE

Owner represents the amount paid by DJTFP to Owner pursuant to the terms of the Contract constitutes fair market value of the goods and/or services provided. Additionally, Owner represents and warrants: (1) Owner customarily makes the space available to civic and community groups; (2) Owner makes the space available to other candidates upon request; and (3) Owner makes the space available to candidates on the same terms given to other groups/organizations.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Owner represents and warrants that the information provided to DJTFP on the Form W-9 ("Request for Taxpayer Identification Number and Certification") is true and accurate.

APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that the exclusive jurisdiction and venue for any dispute arising from this Agreement shall be in any state or superior court of competent jurisdiction in Macon-Bibb County, Georgia. Nothing in this Agreement shall be construed as waiving Owner's Eleventh Amendment Immunity under the United States Constitution.

SEVERABILITY

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure in the performance of such party's obligations under this Contract or otherwise if such delay or failure arises from any cause or causes beyond the control of such party including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, explosives, riots, regulations or orders by the government, or subdivision thereof.

NOTICES

Notice addresses for Owner and DJTFP are as follows:

Middle Georgia Regional Airport
1000 Terminal Dr- South Ramp
Macon, GA 31297
Blake.roy@tbiam.aero

Donald J. Trump for President, Inc.
c/o Private Jet Services Group
5 Batchelder Road
Seabrook, NH 03874
Greg.Raiff@PJSGroup.com

Payment under this Agreement by DJTFP shall be sent by overnight delivery to:

Macon-Bibb County Attorney's Office
Attn: Michael McNeill
700 Poplar Street
Macon, GA 31201
mmcneill@maconbibb.us

ENTIRE AGREEMENT

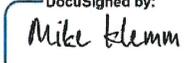
This Agreement represents the entire agreement between the parties and shall not be amended except in writing signed by both parties.

COUNTERPARTS

This Agreement may be executed in separate counterparts, including in counterparts where one Party's original signature is reproduced by digital, electronic, facsimile, or other means. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though not one counterpart contains all of the original signatures of all the Parties to this Agreement. Any reproduction of an original signature on this Agreement, including by facsimile, digital, photocopy, or other means, shall have the same force and effect as an original signature.

Authorized representatives of the parties have caused this Agreement to be executed by signing below.

For Donald J. Trump for President, Inc.:

DocuSigned by:
By: 
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Printed Name: Mike Klemm

Title: Agent for DJTFP

Date: 10/14/2020

For Owner:

By: 
Printed Name: Robert A. B. Reichert

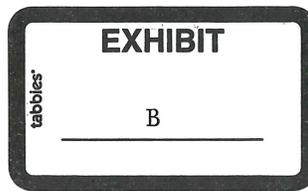
Title: Mayor

Date: October 15, 2020



Exhibit A





NOTICE

**While you are at this event,
remember to:**

- Maintain 6 feet of social distancing**
 - Wear a mask or cloth face covering if social distancing cannot be maintained**
 - Wash hands or use hand sanitizer**
 - No handshakes or person to person contact**
-

**If you exhibit the following
symptoms**

DO NOT ENTER THIS LOCATION

- Fever over 100.4 degrees**
- Shortness of breath or difficulty breathing**
- Fatigue / Muscle or body aches**
- Headache**
- New loss of taste or smell**
- Sore throat**
- Congestion or runny nose**
- Nausea / vomiting or Diarrhea**

CONTACT YOUR MEDICAL PROVIDER