



EVENT PLANNING GUIDE

Effective January 1, 2016

Discovery Green®, a 12-acre park, located in the heart of Houston, was developed through a public-private partnership between the City of Houston and Discovery Green Conservancy, a non-profit organization which opened in 2008. Each year, the park welcomes more than 1.2 million visitors and presents its own dynamic programming schedule and licenses space in the park for public and private events. *Discovery Green* has been recognized as one of America’s finest urban parks, providing a model for transformative public green space and a catalyst for economic development.

The Application Process

Discovery Green Conservancy (the “Conservancy”) is a 501(c)3 non-profit organization and **not a City of Houston park**. To hold an event at *Discovery Green* (the “Park”), you must license space from the Conservancy. The license process begins when you submit an Event Application. The application ensures that there are no conflicts with other events in the Park and at the George R. Brown Convention Center (the “Convention Center”). The Event Application can be found at www.discoverygreen.com/rentals.

Based on information supplied in the Event Application, the Conservancy evaluates the nature and production requirements of your event (“Event”) for appropriateness to the Park as well as to its patrons. The Conservancy must ensure that activities and events in the Park can be accommodated, are properly coordinated, and do not negatively impact the Park, its daily users and events at the Convention Center. **Please note:**

Event Applications cannot be submitted for events more than 365 days away unless the requested event is directly associated with an event at the Convention Center.

Event Applications should be submitted as soon as possible. It may not be possible to process an application for an event less than thirty (30) days from the date the application is received. To allow for the proper coordination with the *Discovery Green* Programming Calendar, it is best to submit applications in advance of our printing deadline for each season (January 1, July 15 and October 15 of each year). If you would like to submit an event application after a programming season has started, the Conservancy will attempt to accommodate you, but many dates and times on the Programming Calendar already will be filled.

The Conservancy will only quote pricing and configuration options once an Event Application has been received.

The Conservancy cannot hold or reserve a venue while options are considered by the applicant.

An executed License Agreement and paid Booking Fee are required to reserve the date and for the Conservancy to post the Event on our website.

How do I submit an Event Application to *Discovery Green*?

Please submit your event application online:

<https://www.ivvy.com/VM-1268-56-3530701/contact?v=787cd5cfc1b430cc44875e61d34a78d8&j=d49827b1846d2aabf962fd83a9df402a>

How long will it take for my Event Application to be evaluated?

*It will take **two to six weeks** to evaluate your application. This time is necessary to ensure that your Event information is complete, to coordinate with the details of other proposed and scheduled activities and events, and to review the application and ascertain its impacts on the Park and its operations. Applications for larger events take more time to review than smaller events.*

Once all materials are submitted and all questions have been answered, an on-site walk-through may be arranged with Park staff at the discretion of the Park’s Event Coordinator. The original application may require revisions due to time and space restrictions, Park Rules, timing of other events, or logistical complications. You will be notified when your application has been approved, and you will be supplied with a schedule of fees for the Event, including the Booking Fee.

If my Event Application is approved, what happens next?

1. You will be asked to sign the Venue License Agreement (the “License Agreement”), which describes your Event, the licensed venue within the Park for your Event (“Event Venue”), the License Fee and the terms and conditions regarding your use of the Park for the Event.
2. You will be required to submit documents detailed in the License Agreement and pay a Booking Fee to reserve the Event date.
3. You must return an executed License Agreement within thirty (30) calendar days of receipt of the License Agreement from the Conservancy, or your Event will be removed from the Conservancy’s events pending calendar.
4. If you return an executed License Agreement within thirty (30) calendar days and you pay the applicable Booking Fee, you become the **“Licensee”**, a term used frequently in this guide and its attachments. If the Conservancy accepts (in its sole discretion) a License Agreement that is signed less than thirty (30) calendar days prior to the Event and you pay the entire License Fee, you become the “Licensee”.

If the License Agreement is signed less than thirty (30) calendar days prior to the Event, then the entire License Fee is due with the signed License Agreement. Otherwise, the Booking Fee shall be:

- The entire License Fee if the License Fee is \$500 or less.
- The greater of \$500 or 20% of the License Fee if the License Fee is more than \$500.

Event dates will not be reserved or confirmed until a License Agreement is executed and Booking Fee is paid. Payment of all remaining fees and the Security Deposit (detailed below) is due no later than twenty-one (21) calendar days prior to the Event.

Are there other fees and charges?

In addition to the Booking Fee and License Fee described above, there are other fees and charges:

- An Additional License Fee may be owed if the nature, size, scope or location of the Event changes (see below).
- Surcharges identified in the Licensee Fee Schedule for items such as tent floors, temporary stages on lawns and use of Conservancy audio-visual equipment. These may be determined after execution of the License

Agreement but no later than twenty-one (21) calendar days before the Event. Note that the fees for these items are subject to change until paid.

- Security Deposit.
- Other fees and charges for services, rental items and/or Booth Fees. These may be determined after execution of the License Agreement but no later than twenty-one (21) calendar days before the Event. Note that the fees for these items are subject to change until paid.

Additional License Fee: The Conservancy reserves the right to assess an additional charge (the "Additional License Fee") if the actual number of guests exceeds the Licensee's original estimate in a manner that materially impacts security, medical or restroom services for the Event. The Additional License Fee shall be equal to a minimum of twenty five-percent (25%) of the License Fee stated in the License Agreement and shall become due and payable by Licensee to the Conservancy the day of the Event. In the event that the Conservancy determines, in its sole and absolute discretion, that the Additional License Fee required to be paid will be more than twenty-five percent (25%) of the License Fee to account for the additional guests, including, but not limited to, the burden of wear and tear that such guests will impose on the Event Venue or other Park facilities, the Conservancy shall provide Licensee with notice of same. The Additional License Fee is in addition to any other costs and expenses that the Conservancy may charge Licensee to accommodate the additional guests at the Event. **The Conservancy reserves the right to deduct the Additional License Fee from the Security Deposit if Licensee does not pay the Additional License Fee on the day of the Event, and if the Security Deposit is insufficient to cover such Additional License Fee, any remaining amount shall be immediately due and payable by Licensee to the Conservancy.** In the event that the expected number of guests is anticipated to exceed the number of guests identified on Appendix A in the License Agreement by a number that creates public safety and/or sanitation hazards, the Conservancy shall have the right to cancel the Event, and the License Fee (including the Booking Fee) shall be forfeited (and if not yet paid but is otherwise due to the Conservancy in accordance with the terms of the License Agreement, shall nevertheless be required to be paid to the Conservancy).

Security Deposit: The Security Deposit will be used to ensure payment of all amounts owed by the Licensee to the Conservancy pursuant to the terms and conditions of the License Agreement. **The Licensee agrees to reimburse and indemnify (in the manner set forth in Appendix B attached hereto and the License Agreement) the Conservancy for all costs and expenses, including for the reasons listed below, that may be incurred by the Conservancy in excess of the Security Deposit for repair, replacement or payment for any property of the Conservancy or any portion of the Park that is damaged or destroyed by the Licensee, or Licensee's guests, invitees, employees, agents, consultants, contractors (of any tier), suppliers, vendors or representatives or any other person directly or indirectly employed by Licensee or any of the foregoing or for whose actions Licensee or any of the foregoing may be liable (collectively, the "Licensee Parties").**

The Conservancy deposits your Security Deposit in its bank account upon receipt. If the Conservancy does not retain any portion of the Security Deposit pursuant to the reasons listed below, the Conservancy will return to the Security Deposit to the Licensee within thirty (30) calendar days after the Event. In addition to any other rights of the Conservancy contained in the License Agreement, the Conservancy may retain the Security Deposit, or a portion thereof, for the following reasons:

- To pay the Additional License Fee.
- To pay additional Booth Fees when more Vendors or Exhibitors participate in the Event than were identified in the License Agreement.
- Failure to pay for any property of the Conservancy and any portion of the Park that is damaged or destroyed by the Licensee or any Licensee Parties.
- If Licensee Parties operate vehicles within the Park without Conservancy permission.
- For failing to reduce sound (music) levels if required by the Conservancy.

- For engaging in ambush marketing targeted at events or event sponsors being held at the Convention Center or elsewhere in the Park.
- For failure to vacate the Park in accordance with the schedule described in Appendix A to the License Agreement.
- For failure to submit the required documents listed in Appendix E by the applicable deadlines for submittal set forth therein (10% of License Fee each day that these documents are late).
- For failure to remove Event decorations, equipment and/or signs as and when required by the terms of the License Agreement.
- To pay for costs resulting from incomplete, excessive or unusual clean up.
- To pay for electrical power as described in Appendix C.
- For any use of Conservancy staff or equipment during set-up or breakdown because of Licensee's inadequate preparation for the Event.
- For violating any provision of the License Agreement.

If the Security Deposit, or any portion thereof, is retained by the Conservancy, the Conservancy will return any unused portion (if any) of the Security Deposit upon resolution to the satisfaction of the Conservancy of the reason for the Conservancy's retention of the Security Deposit or any portion thereof.

Other Fees and Charges: See Appendix A to the License Agreement and Appendix C for other fees, costs and charges. It is recommended that the personnel, services and equipment that you intend to obtain from the Conservancy are identified and included at the time the License Agreement is signed because the Conservancy cannot commit to providing these items until you do so. You must identify and pay for these items with an addendum to the License Agreement no later than twenty-one (21) days prior to your Event. If these services or items are needed during your Event, and such services or items were not identified in an addendum to the License Agreement and paid for no later than twenty-one (21) days prior to your Event, the charges incurred will be deducted from the Security Deposit. If the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to the Conservancy.

Discounts and Sales Taxes: A discount maybe be offered to Houston-based 501(c)3 charitable non-profit organizations if the applicant submits a copy of its IRS Determination Letter confirming its non-profit status with the Event Application. The Conservancy will not execute a License Agreement that provides for discounted fees without these documents. In addition, the Applicant must provide a State of Texas Sales Tax Exemption Form in order for the Conservancy to remove sales taxes from certain rental items and services that the Conservancy is to provide in accordance with the License Agreement.

What if our Event plans change?

If your Event Venue(s), date(s), set-up time or other aspects of your Event change prior to your Event, you should execute the updated Appendix A or other amendment to the License Agreement so that the Conservancy is aware of and has approved these changes. Any changes and/or additions to the Event made less than five (5) days prior to the Event must be paid for prior to the Event.

What if we have to cancel?

The Booking Fee is non-refundable in all circumstances. A refund of the License Fee less the Booking Fee shall be made only if (a) Licensee is not in default under, and has otherwise complied with the terms and conditions of, the License Agreement *and* (b) written notice of the cancellation is received by the Conservancy at least sixty (60) days prior to the actual date of the Event. Cancellations received fifty-nine (59) days or less prior to the actual date of the Event shall result in forfeiture of the License Fee (including the Booking Fee) paid, and in the event that

payment of the License Fee has not yet been made to the Conservancy, the License Fee shall nonetheless be immediately due and payable to the Conservancy.

In the case of rain or other inclement weather, the Licensee is responsible for arrangements necessary to avoid cancellation of the Event. **The Licensee is responsible for developing a Rain Plan for the event which can include (without limitation) measures to protect the lawns, additional tenting, valet parking, rain date or rain location.**

For protection of the public and property, it will be at the sole discretion of the Conservancy to determine if the Event will be cancelled or postponed due to weather conditions prior to load in or during the Event, or if additional measures to protect public safety and lawns are necessary. Protective measures to increase safety and minimize damage may include:

- Installation of a tarp over the lawn during heavy rains in the days preceding the Event;
- Use of hay, straw, mulch, plywood, cardboard or special flooring to protect the turf in heavy traffic areas before or during the Event;
- Relocation to another area within Discovery Green;
- Aeration and treatment following the Event.

The Licensee will be advised of the required use of these measures, the cost of which will be deducted from the security deposit. Should the cost exceed the security deposit, the remainder shall be owed by the Licensee.

The Conservancy will not be held liable for an Event cancellation due to rain, act of God, other natural disaster or any other cause not within the control of the Conservancy and will not refund the License Fee (including the Booking Fee); however, other charges for costs not incurred by the Conservancy will not be charged and/or will be returned and the Security Deposit will be returned. If weather conditions prevent the occurrence of the Event, the Licensee may select an alternate date from available dates on the Conservancy's Calendar, and the paid license fees and Security Deposit will transfer to the new date. The Conservancy may have incurred costs for rental items and services if the Event is cancelled within twenty-one (21) days of the Event, and in the event that any such costs have not yet been paid to the Conservancy, such costs shall nonetheless be immediately due and payable to the Conservancy.

If the licensee wishes to secure a rain date in advance, an additional booking fee for the alternate date must be paid. If the rain date is activated, the remaining license fees will transfer to the new date. Should the event move to the rain date all costs incurred will be the responsibility of the licensee.

What happens after the Event?

The Conservancy will monitor the Event Venue to verify that you have removed all of your equipment in accordance with the schedule in the License Agreement and to check for damage and for power used on the electrical sub-meter (if applicable). Taking into consideration any Additional License Fees and other reasons to retain all or part of the Security Deposit, the Conservancy will then determine the amount of the Security Deposit to be retained and the amount to be refunded to the Licensee. In some cases, the Licensee may owe more than the Security Deposit.

What are the insurance requirements?

The Conservancy requires that the Licensee provide a Certificate of Liability Insurance, which shall include, if applicable, evidence of Liquor Liability Insurance, and meet all requirements all as further described in Appendix B. The Certificate of Insurance must be provided at least twenty-one (21) calendar days prior to the Event. If the Licensee does not have access to the required insurance, they may pay the Conservancy for a one-time "TULIP" insurance policy to provide coverage for the Event, *provided* that the Conservancy shall have no obligation to offer

or provide such insurance. If the Licensee is unable or unwilling to provide insurance or, to the extent the Conservancy agrees, or to purchase a TULIP policy from the Conservancy, then the Event will be cancelled and the License Fee (including the Booking Fee) shall be forfeited. If payment of the License Fee has not yet been made to the Conservancy, the License Fee shall nonetheless be immediately due and payable by Licensee.

In executing the License Agreement, the Licensee agrees to indemnify the Discovery Green Conservancy, Houston Downtown Park Corporation, the City of Houston and Houston First Corporation in accordance with the requirements of Appendix B. These entities must be listed on your Certificate of Insurance as additional insureds.

Please be advised that the ability to hold events in the Park is a privilege and not a right. While the Conservancy is interested in promoting the use of the Park, the Conservancy must weigh numerous factors in assessing each event application and may not always be able to accommodate your requested use. As such, submitting an event application does not ensure that you will be able to hold your Event in the Park. Only Licensees who have fully executed the License Agreement, supplied all required documentation and information, and made all monetary payments will be permitted to hold an event in the Park. In addition, the Conservancy reserves the right to reject, without review, applications made by parties that have held past events in the Park after which all or a portion of the Security Deposit was retained.

Attachments to the Event Planning Guide

(Except as noted, attachments listed below are attachments to the License Agreement as well)

Appendix A	Description of Event Venues, Fees and Specifications <i>Replaced by your Event's specific fees and description in the License Agreement</i>
Appendix B	Insurance and Indemnification
Appendix C	Mandatory Requirements
Appendix D	Checklist of Advance Submittals and Payments
Appendix E	Vehicular Access Application
Appendix F	Discovery Green Contractor and Caterer Form
Appendix G	Amphitheater TABC Permit Modification Application

Appendix A

DISCOVERY GREEN® EVENT VENUES

Please note: Event schedules must allow adequate time for lawns to rest. Lawns may be unavailable for use in wet weather and for rest periods after new grass has been planted.

Amphitheater Area (1) The following two spaces may be rented separately or together.

Fondren Performance Space and Anheuser-Busch Stage (1A-1E): The Fondren Performance Space is a sloped lawn with no fixed seats. It has an estimated audience capacity of 1,000 (1A) to 2,000 (1B), depending on event sight line requirements. Anheuser-Busch Stage (1C) is a covered 30' x 40' platform and an uncovered 16' x 45' wing; The Mitzner Plaza (1D) may be rented for an additional fee. The Green Room, with dressing rooms (1E) adjacent to the stage also may be rented. Other than Mitzner Plaza, each feature may be rented individually.

Lindsey Waterside Landing (1F and RR2): This 70' x 120' (8,400 sq. ft.) lawn overlooks Kinder Lake. For events, it has a capacity of 500 to 750. Due to tree placement, the largest tent possible on this lawn is 50' x 80', which can accommodate 270 people. Potable water and 3-phase power are available.

Jones Lawn (2A & 2B)

This great lawn at the heart of the park, is only available for events consistent with the Park's mission. Approximately 160' x 400', (2A: 150' x 180' & 2B 135' x 180') it is intended primarily for public recreational use. Estimated capacity is 5,000 to 6,000 attendees, audience-style seating. The Park's public restrooms (RR1) are located near the Jones Lawn but are not adequate for large crowds. Three-phase & limited 120-v power is available. Adjacent pavements are not included in this venue except as noted in the Fee Schedule. A surcharge is applied for use of large tents, stages and other uses that may require resodding or other measures to protect the turf. Due to the lawn's location over the underground garage, equipment and other loads are strictly limited.

Wortham Foundation Gardens (3) Some events may use the entire garden, including pavements. There are no public restrooms in this area.

Grace Event Lawn (3A): A 10,656 sq. ft. lawn area adjacent to The Grove. Permanent anchors support standard party tents up to 66' x 132'. Estimated capacity is 500 to 800 attendees without a tent and less with a tent. Events not catered by The Grove must be set back 50-feet from the west end of the Grace Event Lawn, and tent length is reduced to 100-feet. Adjacent pavements are not included in this venue. Potable water, 3-phase & limited 120-volt power are available.

Maconda's Grove (3B): This crushed granite area is approximately 80' x 135' (10,800 sq. ft.) and is shaded by 15 loblolly pines. There are two (2) bocce courts with limestone benches in this area. Estimated capacity is 562 to 840 attendees. There is access to 120-volt power. Due to the tree placement, only 10-foot wide tents can be used.

Transier Bandstand (3C): A small bandstand facing both areas described above. Covered area is 12' x 12', and the entire platform is 14.5' x 16'. The bandstand platform is 18-inches above the ground.

Andrea and Bill White Promenade (4)

This 30' x 280' paved walkway can accommodate markets, arts and crafts exhibits, displays and other events that require a solid surface for tents or vehicular access. The Conservancy has sixteen 10' x 20' tents with permanent anchors in the pavement available for rent; a surcharge will be added to add, remove or relocate these tents. The Park's public restrooms (RR1) are located nearby in the Alkek Building. Public access along the Promenade must be maintained.

Birthday Parties and Other Smaller Events (5)

Small tents are available on shorter notice for small birthday parties and other family gatherings. Please see information in the separate guide for these areas.

Appendix A
FEES FOR RENTAL ITEMS AND SERVICES CONTRACTED IN ADVANCE

The Licensee must notify the Conservancy that it desires to rent items and/or procure services from the Conservancy, amend the License Agreement and pay the applicable fees no later than twenty-one (21) calendar days in advance of the Event. Pricing and availability are subject to change until the items are contracted. This list of fees is provided to help the Licensee estimate costs; actual costs will be calculated by the Conservancy upon receipt of Licensee’s notification. All fees except Booth Fees are subject to sales tax (certain non-profits are exempt if a proper State of Texas Sales Tax Exemption Form is received by the Conservancy).

Booth Fees (tents are not included)

Amphitheater Alcohol Fee	\$ 700.00
Alcohol Concessions	\$ 200.00 per vendor per 10’ x 10’ space
Food Concessions	\$ 150.00 per vendor per 10’ x 10’ space
Merchandise Concessions	\$ 50.00 per vendor per 10’ x 10’ space
Exhibition Booth Fee	\$ 10.00 per vendor per 10’ x 10’ space
Music License Fee	\$ 75.00 minimum

Rental Items

On all items in the following list, there is a **50% surcharge if requested within 21 days of Event;**
100% surcharge will be applied for day of Event set-up requests, if available.

Rental Item	Rental Price
Portable Sound System	\$ 300.00 (including A/V Technician’s time)
Spider Box (includes cabling)	\$ 300.00 (including A/V Technician’s time)
Sound Curtain (A-B Stage)	\$ 250.00 (requires 21 days’ notice)
Banner Installation	\$ 100.00 at Grace Event Lawn Truss \$ 250.00 to \$500.00 at AB Stage Truss
Port-a-Can	\$ 150.00 per unit
Port-a-Can (Wheelchair Accessible)	\$ 150.00 per unit
Hand Washing Station	\$ 150.00 per unit

Service Fees

On all items in the following list there will be a premium rate for holidays.

Service	Fee
Event Coordination	\$ 100.00 per hour or portion thereof
Extra Hours or After Hours	\$ 50.00 per hour per staff member requested (After Hours: 11 pm to 6 am)
A/V Technician	\$ 45.00 per hour, 4-hr minimum (required if Conservancy AV equipment used)
EMT	\$ 54.00 per hour, 4-hr minimum
HPD Officer	\$ 65.00 per hour, 4-hr minimum (required for most events)
HPD Sergeant	\$ 75.00 per hour, 4-hr minimum (Sergeant required for every 4 officers)
Traffic Officer	\$ 80.00 per hour, 4-hr minimum (required for valet service & extensive load in/out)
Security Guard	\$ 35.00 per hour, 4-hr minimum

Clean-up

Licensee may arrange for its own Event clean-up. If Licensee contracts through the Conservancy, clean-up charges for most events are based on number of attendees and include trash and recycling containers and liners, set up of boxes prior to the Event, removal of trash and recyclables during and after the Event, thorough post-Event sweep and hauling trash to an appropriate site for disposal. *(See a full list of guidelines for trash removal in Appendix C)*

Fees for up to six (6) hours of Event cleanup. Minimum Charge is \$350.00. For six (6) hours to eight (8) hours add \$50.00 to each rate below:

<u>Attendees</u>	<u>Fees</u>
Up to 199	\$450.00
200 to 299	\$585.00
300 to 399	\$600.00
400 to 499	\$625.00
500 to 599	\$675.00
600 to 699	\$750.00
700 to 799	\$825.00
800 to 899	\$875.00
900 to 999	\$950.00
1,000 to 1,499	\$1500

Over 1,500 people requires a roll-off container, included in price below:

1,500 to 1,999	\$2000
2,000 to 2,499	\$2500
2,500 to 2,999	\$3000
3,000 to 3,999	\$3200
4,000 to 4,999	\$3600

Discovery Green Conservancy
APPENDIX A
EVENT VENUE LICENSE FEES

Fees are subject to change without prior notice. Other requirements apply. See Event Planning Guide for all requirements.

Houston-based 501(c)(3) charitable organizations eligible for discount on License Fees only with submission of IRS Determination Letter and State of Texas Sales Tax Exemption form. Non-profit discount is 50% of license fees for events free and open to the public; 40% if event is public fundraiser (fun run, etc.); 25% if ticketed event.

MAP KEY	FACILITY	CAPACITY	LICENSE FEE/DAY*	NOTES	SURCHARGES
1	Amphitheater Area		\$8,400	includes all areas listed below	
1A	Fondren Performance Space - Partial	Lawn Seating: 1,000	\$525 (without stage)	12,880 sq. ft. sloped lawn	
1A&B	Fondren Performance Space - All	Lawn Seating: 2,000	\$1,050 (without stage)	26,670 sq. ft. sloped lawn	
1C	Anheuser-Busch Stage	Reception: 150 Seated Dinner: 100	\$1,050	See technical specifications (30' x 40' covered; 16' x 45' uncovered) - does not include light and sound technician	A/V technician - minimum 4 hours
1D	David Mitzner Plaza	Ancillary Seating or Concessions	\$525	must be rented with 1A, 1B or 1C; 94x36 = 3,384 sq. ft.	Amphitheater Alcohol Fee
1G	David Mitzner Plaza with Skate Shack	Skate shack will be on the plaza in the months of October, November, December, January, February, and March	262.50	48' x 8' The ICE rink will be in operation during the Winter season and spring for roller rink.	Buy out options are available directly thru Ice Rink Events.
1E	Green Room/ Dressing Rooms		\$788	2 x five performers each; (3) Private Dressings Rooms with Restrooms	
1F	Lindsey Waterside Landing	Reception: 750 Seated Dinner: 500 Tented Capacity: 270	\$2,625	70' x 120' lawn area (8,400 sq. ft.) Tent Area: 50' x 80' (4000 sq.ft.)	

Appendix A

Effective 10.1.2024

RR2	Garage Restrooms	Men & Women - 3 fixtures each	\$250 per four hours	Must be occupied by security	\$50/additional hour
*	ADDITIONAL DAY FOR LOAD-IN OR LOAD-OUT	Space must remain open to the public	\$1,000 per day	For any portion of the area	

2 Jones Lawn		limited availability			
2A	Jones Lawn- East End	Reception: 5,000 Seated Dinner: 3,635	\$5,250	150' x 180' = 27,000 sq. ft.; 400A of 3-phase power; Tent Size = 132' x 180'	
2B	Jones Lawn - West End	Reception: 5,000 Seated Dinner: 4,255 Tented Capacity: 1,568	\$5,250	135' x 180' = 24,300 sq. ft. 400A of 3-phase power; limited 120-v power	
2D	Sloped sidewalk on North Side of Jones Lawn 160' x 400'	Major Services - no public access Minor Services - public access	\$1,050 \$525	14' wide x 130' long (concrete paved area only)	
2E	Cullen Veranda restrooms	Women's 4 fixtures	\$300.00		
*	ADDITIONAL DAY FOR LOAD-IN OR LOAD-OUT	Space must remain open to the public	\$1,000 per day	For any portion of the area	
3 Wortham Foundation Gardens		\$8,400		Includes all areas listed below	
3A	Grace Event Lawn and Transier Bandstand (fence line also includes Allen Family Rose Garden)	Reception: 800 Seated Dinner: 500 Tented Capacity: 616-770 (SDG catering) 431-539 (another caterer)	\$3,675 with bandstand & rose garden in fence \$3,150 - lawn only	72' x 148' = 10,656 sq. ft. Tent size: 66' x 132' max.	
3B	Maconda's Grove 80' x 135'	Reception: 840 Seated Dinner: 560	\$1,575 \$525 (Service Area for 3A only)	Trees limit tents to 10' wide Crushed stone bocce court; 120-v power; 10,800 sq. ft.	
3C	Transier Bandstand (only) 14.5' x 16' (12' x 12' inside columns)	Performers or small private party	\$263	120v power	
*	ADDITIONAL DAY FOR LOAD-IN OR LOAD-OUT	Space must remain open to the public	\$1,000 per day	For any portion of the area	

4 Market Area		\$2,000		Public access required	
4A	Andrea and Bill White Promenade	Tented Capacity: 32 vendors	\$2,000: 1-day event \$250/bay/week: exhibit (bay = 20 lf; 1 side only)	30' x 280' walk + dg strip 10' x 20' tents; 1 phone jack	16- Extra Fee for more than 12 Tents
RR Restrooms					
RR1	Alkek Building Restrooms	Men & Women - 3 fixtures each	\$150 per four hours	To remain open to public	\$25/additional hour
Additional Area					
	Avenida de las Americas	This area in the street may be utilized on a case by case basis. Please contact the George R Brown Convention Center.			

Fees are subject to change without prior notice. Other requirements apply. See Event Planning Guide for all requirements.

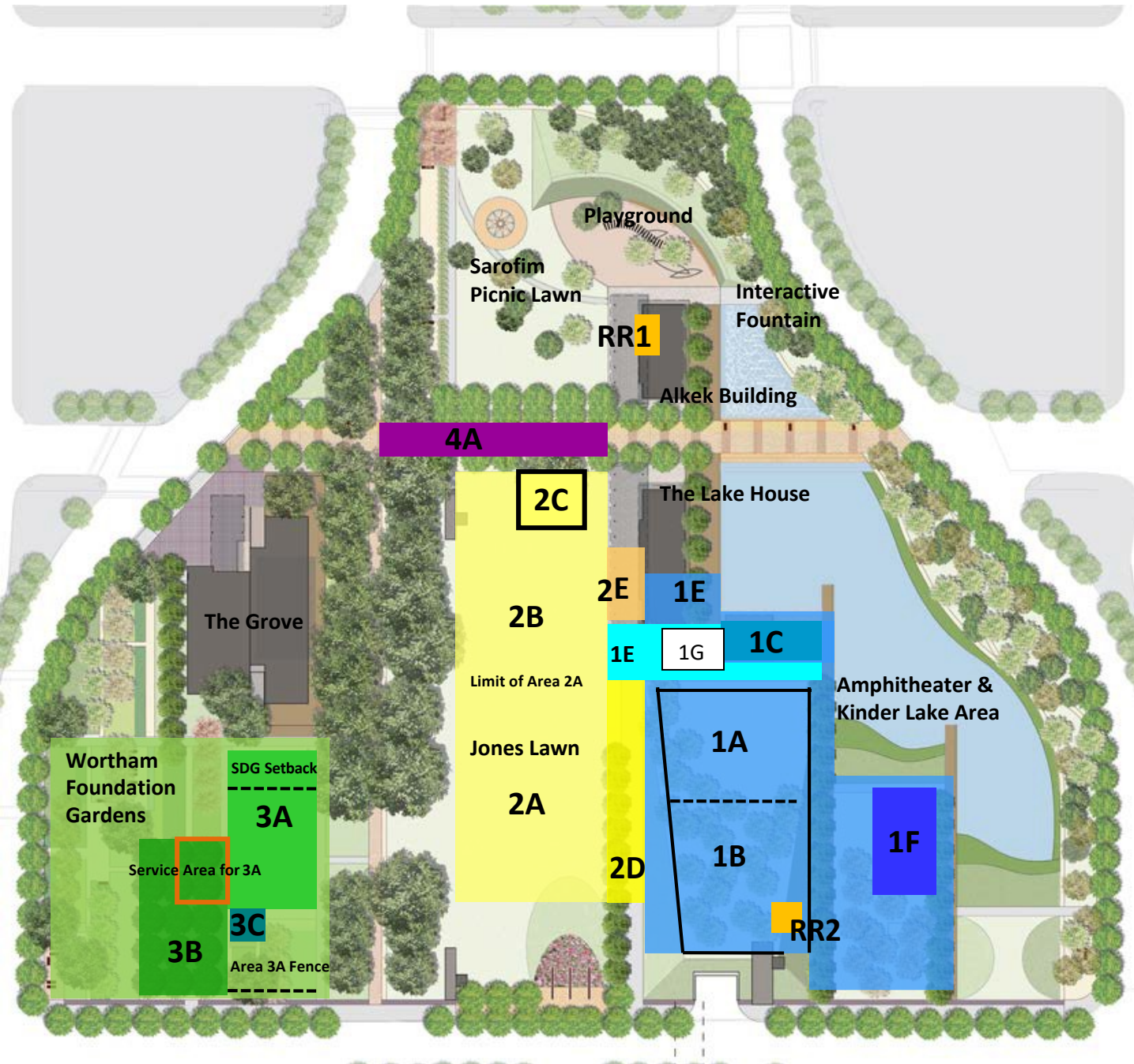
Houston-based 501(c)(3) charitable organization discounts on License Fees only:

50% if event is open free to the public; 40% if event is public fundraiser (fun run, etc.); 25% if ticketed event

Any non-profit applying to receive a discounted License Fee must provide IRS Determination Letter and a State of Texas Sales Tax Form with its executed contract.

EVENT VENUE SITE PLAN

Effective January 1, 2016



Avenida de las Americas

Garage Entrance

Appendix B

INSURANCE AND INDEMNIFICATION

The Licensee is required to provide a Certificate of Insurance demonstrating the insurance coverage required to be carried by the Licensee, along with such other evidence of the compliance of such insurance with the below requirements as the Conservancy may require. The Certificate of Insurance must be issued by an authorized representative of the insurer on such form as requested by the Conservancy. The Certificate of Insurance must be provided at least twenty-one (21) calendar days prior to the Event.

If the Licensee does not have access to the required insurance, it may (to the extent available and subject to the Conservancy's agreement to do so; however, the Conservancy shall have no obligation to do so) pay the Conservancy for a single interest insurance (TULIP) policy to provide coverage for the Event. If the Licensee is unable or unwilling to provide insurance or, if the Conservancy agrees, purchase a TULIP policy from the Conservancy, then the Event will be cancelled and the Licensee Fee (including the Booking Fee) shall be forfeited. If payment of the License Fee has not yet been made to the Conservancy, the License Fee shall nonetheless be immediately due and payable by Licensee.

In executing the License Agreement, the Licensee agrees to indemnify the Discovery Green Conservancy, Houston Downtown Park Corporation, the City of Houston and Houston First Corporation as provided below.

Policies Required

Licensee shall, at its sole cost and expense, obtain and maintain the following policies of insurance:

Commercial General Liability Policy: A commercial general liability insurance policy ("Licensee's CGL Policy"), written on an occurrence basis, naming the Licensee as the named insured (with the effect that Licensee and its employees and contractors of any tier are covered) and the DISCOVERY GREEN CONSERVANCY, HOUSTON DOWNTOWN PARK CORPORATION, THE CITY OF HOUSTON AND HOUSTON FIRST CORPORATION (collectively, the "Conservancy Insured") as additional insureds and as additional certificate holders, affording protection against liability arising out of personal injury, bodily injury, sickness and death or property damage occurring, in, upon or about the Event. Licensee's CGL Policy shall have policy limits of not less than the following: (i) \$1,000,000 each occurrence and (ii) \$2,000,000 general aggregate. Licensee's CGL Policy will be effected under valid policies by insurers having an Alfred M. Best Company, Inc. rating of "A-" or better and a financial size category of not less than "VIII" and shall include a waiver of all rights of subrogation against the Conservancy Indemnitees (defined below).

Liquor Liability Policy: If liquor is served at the Event, a liquor liability policy ("Liquor Liability Policy") covering the Event naming Licensee as the insured (with the effect that Licensee and its employees and contractors of any tier are covered) and the Conservancy Insured as additional insureds, with policy limits of not less than (i) \$1,000,000 general aggregate and (ii) \$1,000,000 each occurrence.

The Conservancy Not Required to Maintain Insurance

The Conservancy shall not be obligated to maintain and shall not maintain any insurance with respect to the Event.

ADDITIONAL POLICY REQUIREMENTS

Each and every insurance policy required to be carried by the Licensee shall (i) contain an endorsement to the effect that the "other insurance" clause that may appear therein is not applicable to the Conservancy Insured, (ii)

name the Conservancy Insured as additional insureds, (iii) duly note and be endorsed upon all slips, cover notes, policies or other instruments of insurance issued or to be issued in connection therewith the interest of the Conservancy Insured, (iv) provide that such policy is primary and that any other insurance of any insured or additional insured thereunder with respect to matters covered by such insurance policy shall be excess and non-contributing, (v) provide that any loss shall be payable in accordance with the terms of such policy notwithstanding any action, inaction or negligence of the insured or of any other person(s) (including Licensee or the Conservancy Insured) which might otherwise result in a diminution or loss of coverage, including "breach of warranty", and (vi) provide the respective interests of the Licensee and the Conservancy Insured shall be insured regardless of any breach or violation by the Licensee, the Conservancy Insured or any other person of any warranty, declaration or condition contained in or with regard to such insurance policies.

INDEMNIFICATION

Agreement to Indemnify: To the maximum extent allowed by applicable law, the Licensee covenants and agrees to and hereby does indemnify, protect, defend and hold the **Discovery Green Conservancy, the Houston Downtown Park Corporation, the City of Houston, and Houston First Corporation**, and each of their respective partners, directors, officers, shareholders, members, agents, employees, auditors, advisors, consultants, servants, counsel, contractors, subcontractors (of any tier), lessees, sublessees, licensees, lenders, successors, assigns, legal representatives, elected and appointed officials, volunteers and affiliates (collectively, the "Conservancy Indemnitees") harmless from and against any and all demands, claims, suits, losses, damages, causes of action, fines, penalties, liabilities, costs, settlements, judgments and expenses (collectively, "Indemnity Claims"), including, but not limited to, those Indemnity Claims arising in favor of or brought by any of the Licensee's guests, invitees, employees, agents, consultants, contractors (of any tier), suppliers, vendors or representatives or any other person directly or indirectly employed by Licensee or any of the foregoing or for whose actions Licensee or any of the foregoing may be liable (collectively, the "Licensee Parties"), or arising in favor of or by any governmental authority or any other third party, whether arising in equity, at common law or by statute (including, but not limited to, the Texas Deceptive Trade Practices Act or similar statutes of other jurisdictions), or under the law of contracts, torts (including, but not limited to, negligence and strict liability without regard to fault) or property, of every kind or character (including, but not limited to, Indemnity Claims for death, personal injury, emotional distress, discriminatory denial of access or real or personal property damage) and which are based upon, in connection with, relating to or arising out of, directly or indirectly (i) the Event or Licensee's use or occupation of the Park or any portion thereof in connection with same, (ii) Licensee's breach of the License Agreement, (iii) the actions, inactions, negligence, gross negligence or willful misconduct of any Licensee Parties, (iv) the failure of any Licensee Party to comply with all applicable laws in connection with the Event or the use or occupation of the Park or any portion thereof or (v) any infringement of any intellectual property rights arising out of the Event or the exercise of the Licensee's rights or performance of the Licensee's obligations under the License Agreement, **EVEN IF DUE IN WHOLE OR IN PART TO ANY CONSERVANCY INDEMNITEE'S NEGLIGENCE OR OTHER FAULT, VIOLATION OF STATUTE (INCLUDING, BUT NOT LIMITED TO, THE TEXAS DECEPTIVE TRADE PRACTICES ACT) OR STRICT LIABILITY; PROVIDED, HOWEVER, THAT THE LICENSEE'S OBLIGATION OF INDEMNIFICATION HEREUNDER SHALL NOT EXTEND TO THE PERCENTAGE OF ANY INDEMNITY CLAIMS CAUSED BY ANY CONSERVANCY INDEMNITEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** The obligations of the Licensee shall not be construed to negate, abridge or reduce the rights or obligations of indemnity, which would otherwise exist as to any Conservancy Indemnitee, but shall operate to expand or increase such obligation, if applicable. None of (i) the insurance required by the Licensee, (ii) any other insurance carried by the Licensee or any Licensee Party, (iii) the Conservancy Indemnitees being named additional insured on certain insurance carried by Licensee nor (iv) any benefits payable under any employee benefits acts shall be construed as a limitation upon the duties and obligations of Licensee hereunder. This indemnity includes Licensee's agreement to pay all costs and expenses of defense, including, but not limited to, attorney's fees and expenses of litigation and court costs

incurred by any Conservancy Indemnitee. This indemnity shall apply without limitation to any liabilities imposed on any party indemnified hereunder as a result of any statute, rule, regulation or theory of strict liability. The Licensee expressly assumes the entire liability pursuant to this indemnification provision for any and all liabilities arising in favor of any third party, governmental authority or the Conservancy Indemnitees.

Conduct of Claims: The Conservancy shall, reasonably promptly after the receipt of written notice of any action, proceeding or claim against any Conservancy Indemnitees in respect of which indemnification may be sought (an "Indemnity Action or Claim"), notify the Licensee of such Indemnity Action or Claim. In case any Indemnity Action or Claim shall be made or brought against any Conservancy Indemnitee, the Licensee may, or, if so requested, by the Conservancy shall, assume the defense thereof with counsel approved by the Conservancy, but which in all events shall be skilled, competent and experienced to defend the Conservancy Indemnitees in question with respect to the Indemnity Action or Claim in question. In such circumstances, the Conservancy Indemnitees subject to the Indemnity Action or Claim shall have the right to participate and be represented by counsel of their own choice in or with respect to any such Indemnity Action or Claim, and the Licensee shall cooperate with such counsel at no cost to such Conservancy Indemnitee. If the Licensee assumes the defense of the relevant Indemnity Action or Claim, the Licensee shall not settle any Indemnity Action or Claim without the prior approval of the Conservancy and any other applicable Conservancy Indemnitee to the extent such settlement requires any action or forbearance from action or payment or admission on the part of the Conservancy or Conservancy Indemnitee in question.

Failure to Defend: It is understood and agreed by the Licensee that if Licensee fails or refuses to assume the defense of any Indemnity Action or Claim, after having received notice from the Conservancy of its obligation hereunder to do so, the Conservancy Indemnitees may compromise or settle or defend any such Indemnity Action or Claim, and Licensee shall be bound and obligated to reimburse the Conservancy Indemnitees for the amount expended by the Conservancy Indemnitee in settling and compromising any such Indemnity Action or Claim, or for the amount expended by any Conservancy Indemnitee in paying any judgment rendered therein, together with all reasonable attorneys' fees and court costs incurred by the Conservancy Indemnitees for defense or settlement of such Indemnity Action or Claim. Any judgment rendered against any Conservancy Indemnitee or amount expended by any Conservancy Indemnitee in compromising or settling such Indemnity Action or Claim shall be conclusive as determining the amount for which Licensee is liable to reimburse such Conservancy Indemnitee hereunder.

No Third Party Beneficiary: Without affecting or limiting in any manner the obligation of the Licensee to indemnify any Conservancy Indemnitee pursuant to the terms hereof, the above provisions may only be enforced by the Conservancy and are not intended to create or grant any rights, contractual or otherwise, to any other person.

No Waiver of Governmental Immunity: NOTHING HEREIN SHALL WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OF HOUSTON UNDER APPLICABLE LAW OR IN ANY WAY WAIVE OR LIMIT ANY DEFENSES OF THE CONSERVANCY OR ANY CONSERVANCY INDEMNITEE UNDER APPLICABLE LAW.

DISCOVERY GREEN CONSERVANCY INSURANCE CERTIFICATE REQUIREMENTS

Discovery Green Conservancy (the “Conservancy”) requires insurance for all licensees, contractors and vendors. Without evidence of this coverage, no activity will be permitted to take place on the grounds of Discovery Green®. Licensees, contractors and vendors can meet the Conservancy’s insurance requirements in one of two ways:

- Obtaining coverage through a Tenant Users Liability Insurance Policy (“TULIP”). This low-cost event-specific coverage is available through the Conservancy. The Event Coordinator can provide a quote for this coverage.

OR

- Providing a Certificate of Insurance (COI) that meets the specifications outlined in this document. **Please Note:** The Certificate of Insurance, the Endorsement, and the Waiver of Subrogation must be in the name of the Licensee, Vendor or Contractor and must be received before work can commence. **Licensees, Contractors and Vendors wishing to provide a COI should forward this document to Insurance providers.**

Insurance Carriers: The Conservancy requirements are listed below. Licensees, vendors or contractors not able to meet these requirements will not be permitted to conduct activity at Discovery Green®.

- Commercial General Liability Insurance written on an occurrence basis with minimum coverage of \$1 million per occurrence and \$2 million aggregate. The following types of coverage may be required:
 - Liquor Liability if beer/wine/liquor is being served at your event.
 - Automobile Liability if driving, loading or unloading on property.
 - Workers Compensation and Employers Liability if employees will be onsite.
- The Certificate of Insurance **must include** the following items:
 - Discovery Green Conservancy must be listed as the Certificate Holder.
 - The following entities must be listed as “Additional Insured” on the endorsement: **Discovery Green Conservancy, Houston Downtown Park Corporation, Houston First Corporation and the City of Houston**, OR, a blanket endorsement may be provided if a written contract exists between the Licensee, Vendor or Contractor and the Conservancy.
 - A waiver of subrogation including the following language: **“Waiver of subrogation is provided in favor of the Certificate Holder in regards to general liability. The insured’s coverage shown on this certificate is primary and non-contributory to any insurance in effect for the certificate holder”**, OR, a blanket endorsement may be provided if a written contract exists between the Licensee, Vendor or Contractor and the Conservancy.

Send a copy of each Certificate of Insurance, including all endorsements and waivers, to the prospective certificate holders listed below.

Discovery Green Conservancy

Candy Sigust, Data Management Administrator
1500 McKinney, Houston, Texas 77010
Business: 713.800.4700
Fax: 713.800.4730
Email: candy@discoverygreen.com

Houston First Corporation

General Counsel’s Office
P.O. Box 61469, Houston, Texas 77208
Business: 713.853.8011
Fax: 713.853.8091
Email: certificates@HoustonFirst.com

Appendix C MANDATORY REQUIREMENTS

These Mandatory Requirements are an integral part of the License Agreement's terms and conditions. The Licensee shall note these mandatory requirements when planning its Event. However, these Mandatory Requirements do not constitute all of the terms and conditions of the License Agreement:

License Fee

In general, the License Fee provides the Licensee with approval to use the Event Venue for the Event. Other than initial event planning and contracting, no services and/or equipment are included in the License Fee. **At all times, Licensee is responsible for all Event coordination, and while a Conservancy representative will be on-site during this process, this representative will not assume responsibility for these activities or provide any manpower or equipment.** If the Conservancy is required to supply any personnel, items or equipment, the Conservancy shall charge on a per request/per item basis as described in Appendix A. These charges will be deducted from the Security Deposit and if the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to the Conservancy.

The Licensee acknowledges that the Event Venue is suitable for the Event regardless of any defects that may exist, and that the Conservancy has no obligations to modify or improve the Event Venue. At the same time, the Licensee acknowledges that the Conservancy may take necessary steps to repair or maintain facilities, equipment or art work or prevent damage to lawns and gardens from extreme weather that temporarily affect the appearance of the Event Venues.

Additional Fees

If the Licensee is not prepared to properly handle event set-up or breakdown and the Conservancy deems it necessary to provide services and equipment required to complete set-up and/or breakdown to prevent adverse impacts on public safety, other activities in the Park or to avoid damage to Park facilities and landscaping, the costs incurred by the Conservancy will be owed by the Licensee. These costs shall be deducted from the Security Deposit and if the Security Deposit is insufficient to cover all such costs, any remaining amount shall be immediately due and payable by Licensee to the Conservancy. Extra fees will be charged for extended use of the Event Venue beyond the schedule established in Appendix A for set-up or breakdown and also for failure to completely vacate the Event Venue and the Park after the Event within the time period specified in Appendix A.

Activity Limitations

- The Licensee's activity must be contained within the Event Venue.
- The Licensee shall not permit gambling or any other illegal activity at the Event.
- No person or organization (including non-profit organizations) may solicit funds or distribute circulars or other literature promoting a product or service involving the exchange of money at the Park without the written permission of the Conservancy in its sole discretion.
- No person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation or national origin during the use of the Park facilities.
- Prohibiting the audience from filming, photographing or otherwise recording the Event is the sole responsibility of the Licensee.

Possession of weapons prohibited

Possession of weapons of any kind is forbidden in the Park. Anyone who fails to comply with this prohibition or who otherwise violates any laws (whether local, state or federal) with respect to firearms of any kind or any other weapon will be immediately removed from the park and may be subject to arrest and prosecution.

Right of Entry

The Park and its venues shall at all times be under the charge and control of the Conservancy. **The Conservancy shall at all times have free and unlimited access to the Park, its venues and facilities, and shall have the right at any time to enter any portion thereof for any purpose whatsoever.**

Right of Removal

The Conservancy reserves the right to control all individuals in the Park, its venues and facilities, including, but not limited to, any employee, agent, contractor, sponsor or invitee of the Licensee. **The Conservancy may remove from the Park, its venues and facilities any such individual and reserves the right to eject any objectionable individual (as determined in the Conservancy's sole discretion) without prior notice to the Licensee.** The Licensee hereby waives any and all claims for damages of any kind against the Conservancy that may result from such action.

Americans with Disabilities Act

The Licensee is responsible for non-permanent accessibility requirements such as, but not limited to, seating accessibility and auxiliary aids for the visually impaired, hearing impaired, and mobility impaired. The Licensee agrees to and shall comply with the Americans with Disabilities Act, the Rehabilitation Act, Chapter 121 of the Texas Human Resources Code, and the Texas Architectural Barriers Act, Tex. Rev. Civ. Ann. Art. 9102 and all similar laws, rules, regulations and ordinances in effect at the time in question.

All walkways inside the Park, excluding Performance Plaza sidewalk, must remain open to the public with at least a 4 foot right of way.

PERMITS AND VENDORS

Laws and Permits/Licenses

The Licensee, its contractors, vendors and any contracted services shall strictly comply with ALL applicable federal, state and local laws, rules, ordinances, court orders and regulations, including (without limitation) health and safety codes, federal anti-terrorism laws, the City of Houston's Code of Ordinances, Department of Health & Human Services, Building Code, Fire Code, copyright and the rules and regulations promulgated by the Conservancy (the "Park Rules"), all as may be amended from time to time. The Licensee agrees to cooperate with Park staff and any relevant governmental authority to ensure compliance with all such laws. **The Licensee is responsible for all federal, state and local permits and licenses for its Event, including (without limitation), ALL permits or licenses related to liquor, alcohol, health, tents, fire, sound, lane closures, valet areas, copyright and the activity of any Licensee subcontractor that requires a permit.** Licensee assumes full responsibility for the conduct of all persons in attendance at the Event and for all damage to the Park premises during the Event.

Photography and Filming

Use of the Park for photography/videography that is (1) commercial or (2) requires exclusive use of an area of the Park requires a permit from the Park. There is an hourly fee, based on appropriateness to the Park, disruption to the public's use of the Park, crew size, complexity of set-up, amount of equipment brought into the Park and space used in the Park. Permits involving exclusive use of an area of the Park require a Certificate of Insurance and indemnity as described in Appendix B. All photographers must obtain the permission of the parent or guardian before photographing a child fourteen years old or younger. The Conservancy's photo/film permit application can be found online at <http://www.discoverygreen.com/guidelines-for-photography-and-filming>. Note: commercial use of images of the Park requires a release signed by the Park Director.

Vendors/Subcontractors

Licensee may, and, under the specific conditions outlined in this Appendix C, shall, utilize the services of an outside company to assist with the Event production. Certain vendors must be pre-approved by the Conservancy, and the name and contact information for all vendors that will enter the Park must be provided to the Conservancy at least twenty-one (21) calendar days prior to the Event. There is a penalty for failure to provide documents within the time specified.

The Conservancy, may, at its sole discretion, prohibit the use of a proposed vendor under these conditions:

- The vendor was a party to the default of a previous License Agreement;
- The vendor was wholly or partially responsible for damages to the Park;
- The Conservancy has an exclusive arrangement for the provision of such services; and/or
- The vendor does not otherwise meet Park standards/requirements.

REQUIRED EVENT SERVICES

Event Planning and Event Services

Licensee is responsible for providing the following items twenty-one (21) days prior to Event in writing to the Conservancy's Event Coordinator:

- Accurate, legible **Site Maps**
- Clear, complete **Timelines** (including but not limited to: load in, event & load out schedule)
- A complete **contact list** of all Event vendors and suppliers
- An Event **security plan**
- A **power/ electricity plan**
- Event **Rain Plan**

In addition, the Licensee is responsible for:

- Obtaining all applicable TABC, health or other **necessary Permits**
- Managing all Event **Vendors and Suppliers**
- Providing concessionaire and exhibitor **load-in instructions**
- Managing the Event load-in and load-out. Conducting the Event.

If the Conservancy must perform any one of these duties during the Event, it will charge for these services and items as described in Appendix A, and this total will be deducted from the Security Deposit. If the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to the Conservancy.

Public Safety

The Licensee shall, at all times, conduct its activities with full regard for public safety and shall observe and abide by all applicable federal, state and local laws, rules, ordinances, court orders and regulations, including (without limitation), all emergency procedures, regulations, and requests of the Conservancy and any duly authorized governmental agency. The Licensee shall be responsible for the conduct of all Licensee Parties and all other persons admitted to the Event or any portion thereof. The Licensee shall notify the Conservancy immediately in the event of an emergency. The Conservancy shall have no obligation or liability for the security, health or safety of any Licensee Parties or other persons attending or involved with the Event and hereby indemnifies, releases, and holds the Conservancy harmless from the same (in the manner set forth in Appendix B).

Security and Safety

The Conservancy requires that uniformed and armed licensed peace officers certified by the State of Texas

("Officers") as well as an Emergency Medical Technician (EMT) be in attendance at the Event, beginning at least one hour before and until one hour after the Event. All such Officers and EMTs will be provided by the Conservancy at Licensee's cost pursuant to the rates set forth in Appendix A. Officers and EMTs are provided to ensure the safety of the attendees and to monitor the Event Venue. Officers are **not provided** to secure monetary payment or assist with traffic flow and parking, but will direct attendees whenever possible. Notwithstanding the fact that the Officers and EMTs are being provided by the Conservancy for the Event, **Licensee understands and acknowledges that the Conservancy is operating in an administrative, pass-through capacity to facilitate funding the required Officers and EMTs for the Event, and all Officers and EMTs shall be deemed subcontractors of Licensee. Licensee's indemnity in Appendix B includes all security for the Event.**

The Licensee shall fund the number of Officers and EMTs listed below. Additional Officers will be required to perform any duties other than safety and monitoring the Event Venue, such as helping to control the traffic (see Traffic section below), and the Licensee must notify the Conservancy at least twenty-one (21) calendar days prior to the Event if additional Officers and EMTs are desired. If the number of Officers required exceeds five (5), then one (1) Officer must be a Sergeant. If the number of Officers required exceeds eight (8), then one (1) Officer must be a Sergeant, and one (1) Officer must be a Lieutenant:

0 - 100 Guests:	Officers Optional
101 - 500 Guests:	One Officer
501- 1,500 Guests:	Two Officers and One EMT
1,501+ Guests:	One Officer per 500 guests; more may be required if the Event is open to the public. One EMT per 1,000 guests

Required numbers above are doubled if alcohol is served at the Event except for those events occurring solely at the Anheuser-Busch Stage and Fondren Performance Space, in which case the schedule above applies. Additional Officers may be required for Events with attendees who require special attention or security.

Notwithstanding the requirement that the Licensee meet the Conservancy's security standards in connection with holding the Event, including the provision of Officers when applicable, the Conservancy shall have no obligation or liability with respect to the security, health or safety of any Licensee Parties or other persons attending or involved with the Event and hereby indemnifies, releases and holds the Conservancy harmless from same (in the manner set forth in Appendix B).

Traffic

The Conservancy may require, under certain circumstances, uniformed, armed, and licensed peace officers certified by the State of Texas and experienced in directing vehicular traffic flow ("Traffic Officers") to be present during the Event beginning one half hour before and until one half hour after the Event in accordance with the requirements below. Traffic Officers also may be required to direct vehicular traffic during load-in periods for events with more than ten (10) concessionaires and/or exhibitors. All such Officers will be provided by the Conservancy at Licensee's cost pursuant to the rates set forth in Appendix A. Notwithstanding the fact that Traffic Officers are being provided by the Conservancy for the Event, **Licensee understands that the Conservancy is operating in an administrative, pass-through capacity to facilitate funding the required Traffic Officers for the Event, and all Traffic Officers shall be deemed subcontractors of Licensee. Licensee's indemnity in Appendix B includes all security for the Event.** If the number of Traffic Officers required exceeds two (2), the Licensee must submit a traffic plan for approval at least twenty-one (21) calendar days prior to the Event. **The Licensee shall provide the following number of Traffic Officers for events for which the majority of guests are arriving by private automobile:**

0 – 1,000 Guests: One Traffic Officer required for valet service for 100+ cars
1,000 – 2,000 Guests: Second Traffic Officer is required for valet service for 100+ cars
2,000+ Guests: One Traffic Officer per 1,000 guests; plus a Traffic Officer for valet service for 100+ cars
10+ Concessionaires A minimum of One Traffic Officer per load-in point involving 10+ concessionaires

Clean-up

All Licensees is required to restore the Event Venue and surrounding areas back to their original condition prior to the period such Event Venue was licensed to the Licensee, **immediately** following the conclusion of the Event. **The Conservancy shall, at its sole discretion, determine the number of temporary trash receptacles required for the Event, and the Licensee will be responsible for obtaining, maintaining and removing those receptacles.** Trashcans may be rented from The Conservancy at the rates described in Appendix A. All trash must be cleared regularly, bagged and tied, and receptacles properly relined before, during and after the Event, and bagged trash shall be stored in the location approved by the Conservancy, which shall be fully screened from view outside of the Event Venue. Before leaving the Event Venue, the Licensee shall be responsible for removing all trash bags (full or still in receptacles), litter and debris. Trash from the Event may NOT be disposed of at the Park. Receptacles, crates, decorations outside of tents, or other materials outside of tents brought to the Event Venue by the Licensee, the Licensee's contracted services, or its guests must be removed by the Licensee in accordance with the Conservancy's requirements. The Licensee shall ensure that its employees, vendors, contractors and subcontractors clean up after themselves and maintain a safe working environment. If the Licensee has not cleaned the Event Venue as outlined above, the Conservancy will charge the Licensee to clean the Event Venue and surrounding area, which charge may be deducted from the Security Deposit and if the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to the Conservancy.

If the Licensee prefers, the Licensee may contract with the Conservancy to provide cleaning services during and/or after the Event using Conservancy crews. Licensee may also utilize the Conservancy's preferred vendor, Washamerica, at a rate determined by the specifics of the Event.

The Conservancy strongly encourages Licensee to provide for recycling of cardboard, plastic and metal items discarded by its guests, workers and contractors. If the Licensee opts to clean up the Event Venue during and after the Event on its own, the Licensee should make efforts to sort recyclable items from waste and bag/bind these items in separate piles for recycling by its waste hauler. If this work is subcontracted, then Licensee's waste hauler should be required to perform the same.

Parking

Parking is not included in the License Fee or any other fees and charges. **Parking is not allowed in loading areas** except as permitted by the Conservancy in its sole discretion. Buses or large-capacity vans may only be used to drop-off and pick-up passengers. Unless authorized in advance by the Conservancy in its sole discretion, parking large vehicles around the perimeter of the Park is not allowed. The Licensee is responsible for securing parking for the Event, and the Licensee must show proof of available parking twenty-one (21) calendar days prior to the Event if valet service is being provided. **The Conservancy cannot guarantee parking for the Event.** Parking information is available on our website at www.discoverygreen.com.

The Licensee must provide a parking plan for its Event if attendance will be greater than five thousand (5,000) guests or if valet parking will be provided. This parking plan must be submitted to the Conservancy at least twenty-one (21) calendar days prior to the Event. Based on the number and size of other events in the area on the Event's date, the Conservancy may waive this requirement at its sole discretion. The parking plan must provide:

- The location, the parking area(s) and number of spaces available to guests.
- Vehicular access routes to the parking area(s), including routes for valet parkers.
- Pedestrian access routes from the parking area(s) to the Event, including valet drop-off.
- Shuttle service (if parking is more than 1,500 feet walking distance or five (5) blocks from the Event Venue).
- Name and contact information for parking facility, valet parking company, and/or shuttle service operator.
- The location of any other events and street closures in the area with related projected attendance.

Restrooms

The Licensee is responsible for providing restrooms, which must consist of at least one (1) toilet fixture per four hundred (400) guests, balanced between genders and with a minimum of one (1) for each gender. The Conservancy may require additional toilet fixtures if alcohol is being served and if the Event exceeds four (4) hours. Depending on the Event’s nature and the Event Venue, the Park’s restrooms may be made available for the fees described in Appendix A; however, the Alkek Building restrooms must remain open to the general public. There is an additional fee when the Park’s restrooms are used for an Event. The Licensee is responsible for stationing personnel at the Event’s restrooms (and under certain circumstances at the restrooms in the Alkek Building) to monitor behavior and for extra clean-up resulting from poor behavior in restrooms during the Event.

Comfort Stations and Port-a-cans

Comfort Stations or port-a-cans may be rented from an outside vendor. Comfort stations and/or port-a-cans must be located in the Event Venue as specified in the License Agreement. Placement/ location of comfort stations and port-a-cans must be approved of by the Conservancy’s Event Coordinator.

REQUIREMENTS FOR EVENT-SPECIFIC EQUIPMENT AND SERVICES

Event Equipment Rental

Aztec Tents & Events (“Aztec”) is the exclusive provider of rented tents, event furniture and event equipment (“Event Equipment”) for events at the Park, except as noted below. Aztec has a Published Price Book for the Park available on its website www.aztecusa.com. All Event Equipment shall be rented from Aztec except:

- Equipment used for Events that take place at the Lindsey Waterside Landing.
- Tents that are 10’ x 20’ or smaller.
- Branded tents.

If tents are to be installed by a company other than Aztec, that company must be pre-approved at least twenty-one (21) calendar days prior to the Event by the Conservancy in its sole discretion. Pre-approval includes training and provision of an insurance certificate that complies with the requirements of Appendix B to the Conservancy by the installation company. **Staking into the ground is strictly prohibited.**

Prior to Licensee executing any contract for Event Equipment from Aztec or any other company, the Conservancy MUST APPROVE the set-up and breakdown schedule. There are strict scheduling limitations to minimize disruption of public space. Note: these requirements may result in OVERTIME CHARGES from the applicable vendor for work on Sunday or at other times.

Large Tent Sizes

The following are the maximum sizes for tents:

<u>Jones Lawn:</u>	Maximum span = 132’ Maximum length = 180’; length may be reduced in 16.3’ increments
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Grace Event Lawn: Maximum span = 66'
Maximum length = 132' (catering by SDG)
Maximum length = 100' (catering not by SDG); length may be reduced in 16.3' increments

Lindsey Waterside Landing: Maximum span = 50'
Maximum length = 80'

Catering

The Licensee agrees to obtain all necessary health and beverage permits. Schiller Del Grande Group (The Grove and The Lake House) is the Park's food service concessionaire and preferred caterer. (<https://www.groveevents.com/>). All other caterers must be approved to prepare and/or serve food in the Park. Applications to become an approved caterer may be found in Appendix F. Appendix F must be submitted no later than (21) days prior to the Event for approval. **No caterer may sell food to the general public without prior written permission of the Conservancy. Furthermore, Licensee must follow a specific process described in Appendix G and pay associated fees before alcohol may be served by any entity other than SDG at the Anheuser-Busch Stage and in the Amphitheater Area.**

Electrical power for catering must be from a source in the Park, including one of the Conservancy's four three-phase power company switch locations, and the Licensee and/or caterer is responsible for contracting with an electrician to connect to this three-phase power and for providing all cables, transformers at and beyond the company switch. **No generators are permitted.** Plans for electrical service, including safety and service procedures during the Event, must be submitted to the Conservancy for approval at least twenty-one (21) calendar days prior to the Event. (See City of Houston Fire Marshal Inspector checklist and Health and Human Services Department Temporary Food Handlers permit guidelines and application which also may apply.)

Food Truck Guidelines

Food trucks must complete Appendix F and submit a valid COI meeting Discovery Green insurance requirements to become an approved caterer at Discovery Green. To operate at Discovery Green, food trucks must be registered and licensed with the City of Houston Department of Health and Human Services, and in compliance with all rules set forth in Chapter 20, Section 20-22 of the Ordinance. **GENERATORS ARE NOT ALLOWED INSIDE THE PARK.**

For more information, contact Houston Department of Health and Human Services, Bureau of Consumer Health Services, 832-393-5063 or 832-393-5100 or <http://www.houstontx.gov/health/Food/mobilefoodunits.html>.

Mobile food trucks operating with LP Gas (Propane) require permits by the City of Houston Fire Marshal's Office which include a permit fee and a Standby Fire Watch fee.

- Multiple food trucks at one location must be spaced 60ft apart
- Mobile Food Trucks not in compliance with the City of Houston Health & Human Services and the City of Houston Fire Marshal's Office will be escorted out of the park.

Note: For more information contact see:

http://www.houstontx.gov/health/Food/mobilefoodunits/LP_Gas_mfu_inspection_report_August_2011.pdf.

Alcohol

Appendix G is required to serve beer/wine or alcohol anywhere within Discovery Green to obtain a temporary permit from Texas Alcoholic Beverages Commission ("TABC").

SDG operates The Grove with a mixed beverage permit and The Lake House with a beer and wine permit that includes the Amphitheater Area and most of the areas connecting the Amphitheater Area to The Lake House. To serve in the Amphitheater Area the SDG TABC permit must be pulled back, and the Licensee must obtain a temporary TABC permit.

All drinking guests must be at least 21 years of age.

Music and Entertainment

Facilities are available for live music, bands and recorded music. All entertainment must be appropriate for people of all ages. **The Licensee is liable for the conduct of all performers.**

For large Events with attendance exceeding 2,000 people, the Conservancy reserves the right to prior approval of the entertainment line-up.

Licensee acknowledges that the use of live or recorded music is protected by U.S. copyright laws. Prior to the Event Date, Licensee shall be solely responsible for obtaining and paying the fee for all licenses required from any or all of ASCAP, BMI or SESAC in order to produce the Event so as to not violate any copyright laws or infringe on the intellectual property rights of any third party. Licensee shall provide evidence of obtaining licenses to the Conservancy at least 21 calendar days prior to the Event. Furthermore, Licensee agrees to indemnify and hold the Conservancy harmless from any and all Claims incurred as a result of any violations of such intellectual property rights or the laws relating thereto. Notwithstanding the foregoing, the Conservancy reserves the right to collect such payments from Licensee at Event settlement and remit to appropriate parties on Licensee's behalf.

In the event Licensee is unable to meet the requirements above and if the Conservancy so elects, the Conservancy may warrant that it has been duly licensed and authorized by the appropriate performing rights organizations (including, without limitation, BMI, SESAC and ASCAP), copyright owners or their representatives for the use or performance of copyrighted material in connection with the Event at the Venue. Any license or royalty fees owed to such persons or entities shall be paid by Licensee.

Sound and Lights

The Licensee must obtain the necessary sound permits (note that events in the Amphitheater area including the Anheuser-Busch Stage do not require a permit).

The Conservancy offers a standard configuration of sound and light equipment at the Anheuser-Busch Stage to be operated by trained personnel provided by the Conservancy for a fee to be paid by the Licensee based on the number of sound technicians deemed necessary by the Conservancy. A complete inventory is available upon request.

With approval of the Conservancy, the Licensee may contract with a production company to use other equipment to provide custom sound and/or light configurations at the Anheuser-Busch Stage, and such customized configurations must be approved of by the Conservancy. **The Conservancy requires the production company to provide a detailed load in/out schedule. The Park has no storage facilities for audio/visual equipment, which is the sole responsibility of the contracted agency. All connections to the Park's power source are to be made in the presence of the Discovery Green Event Technician.**

The Licensee shall locate sound equipment to direct sound away from The Grove and adjacent properties in coordination with the Conservancy. Amplified sound shall not exceed sixty-five decibels (65 dBa) at any time and

fifty-eight decibels (58 dBa) after 10:00 pm, measured at adjacent properties, and amplified sound shall not exceed sixty-eight decibels (68 dBa) prior to 10:00 pm measured at adjacent properties. The Licensee shall reduce sound levels upon request by the Conservancy. A complete list of sound and light equipment (or rental gear) required for the Event must be approved by the Conservancy at least twenty-one (21) calendar days prior to the Event. **Live and amplified music must end at 10:00 pm unless approved in advance by the Conservancy in its sole discretion. The Conservancy reserves the right to require that sound (music) levels be reduced if there is a violation of Chapter 30 of the City of Houston Code of Ordinances or the Park Rules, or if complaints are received from the restaurant operator or occupants of adjacent properties. If the Licensee does not comply, its entire Security Deposit will be forfeited, and the Event will be closed immediately by the Conservancy's personnel.**

Technical sound checks and rehearsals must not disturb neighboring hotels, businesses, residences, or other events that are taking place within the Park. On weekdays, sound checks may only be conducted between 11:30 am - 1:00 pm and after 5 pm. Sound checks or rehearsals that cause complaints from adjacent properties will be immediately terminated and re-scheduled for a more suitable time. If required by the Conservancy, the Licensee must conduct a sound check with the Conservancy representatives present at least two (2) hours prior to the start of the Event to confirm that the sound system will not exceed requirements in Chapter 30 of the City of Houston Code of Ordinances and the Park Rules and to confirm that sound levels at and adjacent properties will be acceptable.

The Licensee shall not project light or images on adjacent properties or any feature outside of the Event Venue without prior written permission of the Conservancy.

Productions companies providing sound and light services elsewhere in the park but must be submitted and approved by the Conservancy at least twenty-one (21) calendar days prior to the Event. The Conservancy's portable sound system may be rented at the rate shown in Appendix A.

Electrical

Electrical maps are available on request. Electrical requirements must be finalized at least twenty-one (21) calendar days prior to the Event. If three-phase power is required, personnel from Aztec, LD Systems, or an approved electrician may make the connections to the company switch at the Licensee's expense, but **only an approved electrician accompanied by a Conservancy representative is allowed to open the company switch panel door, or make any change, repair, or adjustment to electrical service on the Conservancy side of any company switch. No generators are allowed in the Park.** The Conservancy will not be held responsible for the lack of or need for additional electricity beyond the Park's capacity; an electrical use charge (based on sub-meter readings for the Event Venue) will be deducted from the Security Deposit for events that include large, custom sound systems, climate control, and kitchens using three-phase power and if the Security Deposit is insufficient to cover all such charges, any remaining amount shall be immediately due and payable by Licensee to the Conservancy.

The Conservancy is not responsible for electrical service needs before or during the Event, including any interruption or failure thereof, and the Conservancy recommends that the Licensee have a licensed electrician on site or on call to address service disruptions and other electrical issues.

Decor, Signage, Banners and Installations

Aesthetics are an important issue at the Park. The Conservancy must approve any and all proposed décor, signage and installations to be placed outside of tents, including installation methods and placement, before the Event.

No décor, signage and installations may be tied, taped, nailed, pinned or otherwise attached to buildings, trees, light posts, furniture and/or any other Park property. At no time shall the Licensee use beams, electrical wiring, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or a source for attachment. **Staking into the ground is strictly prohibited.** Decorations and signs may be placed on self-supporting stands but must be secured against wind. A limited number of directional signs for the Event may be placed outside of the Event Venue. Only professionally printed signage is allowed in the Park, and no handwritten signs are allowed. All items brought into the Park must be removed immediately following the conclusion of the Event in accordance with the requirements of the License Agreement, or the Licensee will forfeit its Security Deposit. See fee structure in Appendix A for banner installation. **Décor, signage and installations that promote a product for the purposes of ambush marketing of an event at or vendor of the Convention Center or in the Park are strictly prohibited. If such décor, signage and installations are present in or near the Event Venue, the Event will be terminated and the Licensee will forfeit the License Fee and Security Deposit.**

Fencing

The Conservancy contracts an independent contractor to secure fencing for all events according to a fee structure outlined in Appendix A. Licensee is not permitted to provide its own fencing for the Event, unless the fencing vendor is approved by the Conservancy. A fence map should be finalized twenty-one (21) days prior to the Event.

Fire Regulations

No portion of the sidewalks, ramps, entrances and exits, passageways, vestibules, halls, lobbies, stairways, driveways, or other public areas of the Park shall be obstructed or used for any other purpose other than ingress and egress except as provided in the License Agreement. Access to fire detection and suppression systems, exit signs, HVAC vents, fixtures, lighting controls and utilities shall not be covered or obstructed at any time for any reason. No locks or chains shall be placed on any door in the Park without the prior express written consent of the Conservancy in its sole discretion. **Flammable materials and materials under high pressure are strictly prohibited at the Park, unless prior written approval is obtained from the Houston Fire Marshal and the Conservancy in its sole discretion.** These materials include, but are not limited to, gasoline, oil, propane, butane, acetylene and liquid or gas fuel in tanks attached to machinery or equipment. The storage of any liquefied petroleum gas (propane) for any purpose is not permitted in District of Limitation 1 (Downtown). (See City of Houston Permitting Center: [http://www.houstonpermittingcenter.org/.](http://www.houstonpermittingcenter.org/))

All associated fees for permits and stand-by fire watch are the responsibility of the Licensee and final approved copies must be received twenty-one (21) calendar days prior to the Event. It is the Licensee's responsibility to ensure that the Event and all Licensee Parties comply with all applicable laws, including, but not limited to fire and safety codes, rules and regulations. Please refer to the City of Houston Fire Code for the City's fire regulations. All stage decorations, drapes, signs, banners, table coverings and skirts, carpeting and similar materials shall be flame retardant to the satisfaction of the Houston Fire Marshal and are subject to inspection and flame testing.

Use of lasers at the Park requires approval by the Conservancy in its sole discretion, a permit issued by the Texas Department of Health, Bureau of Radiation Control, and variances from the Food and Drug Administration (FDA) and Federal Aviation Administration (FAA). Pyrotechnics (including fireworks and sparklers) are prohibited at the Park. Use of any incendiary device at the Park requires the prior written approval of the Conservancy in its sole discretion.

SERVICE ACCESS TO THE EVENT VENUE

Set-Up and Breakdown

No load-in may occur anywhere on Park property without prior approval from the Conservancy. Licensee must

provide the Conservancy with a schedule of the load-in twenty-one (21) calendar days prior to the Event. A pre load-in inspection of all areas of the park that will be used by the Licensee is required. Set up and breakdown of the Event Equipment, fencing, signs, comfort stations and decorations shall begin and be completed in accordance with the License Agreement and the detailed Set-Up and Breakdown Plan described in Appendix D. All load-in and load-out activities shall be conducted through the designated areas described in the License Agreement and Appendix D, unless otherwise approved by the Conservancy in its sole discretion. The Licensee shall not store or leave any items used to load, unload, transfer or transport in or around the Park without written permission of the Conservancy.

The Conservancy must approve any and all set-up arrangements, and the Licensee must provide a detailed final site plan with a set-up diagram and a timeline showing all load-in and load-out times and locations at least twenty-one (21) calendar days prior to the Event. Gardens, lawn, foliage, wood decks, stone pavement, concrete walkways, gravel surfaces, drainage grates, lighting and furniture must be protected from damage during load-in, load-out and the Event itself. The Licensee must be present at the Event Venue when any set up or breakdown is to occur or have approval of the Conservancy to assign a third party to be present when set-up or breakdown is being performed. A representative of the Conservancy will be present two (2) hours before the Event time to review the Event set-up and its conformance to the License Agreement. Neither the Conservancy, nor its representatives, including security or other labor contracted by the Conservancy, will be held responsible for any items brought to the Park by the Licensee and/or third parties contracted by the Licensee. **The Licensee is responsible for any security required to protect the Event Equipment and other Event-related items while those items are on site at the Park.**

The Conservancy will assign one or more crew members to each Event, depending on the size of the Event and nature of crew responsibilities. Conservancy crew must have a one-hour meal break per every five hours of work. With the approval of the Event Coordinator, the Licensee has the option of providing a meal in lieu of the one-hour break. Licensees will be informed as to the number of crew members assigned to Events.

Motorized Vehicle Access for Set-Up and Breakdown

Heavy equipment, trucks and other types of motorized vehicles are not permitted in the Park without a Vehicular Access Pass granted by the Conservancy, application for which must occur at least twenty-one (21) calendar days prior to the Event. (See Appendix E: Vehicular Access Guidelines and application) Furthermore, no motorized vehicles or equipment are allowed on lawns except by Aztec crews. Motorized vehicles are never allowed on decks and wood walkways. It is the sole responsibility of the Licensee to inform everyone associated with the Event that vehicular access is not permitted without prior written permission by the Conservancy. Unauthorized vehicles or vehicles in violation of the Vehicle Access Guidelines (see Appendix E) shall be removed from the Park and the Licensee will forfeit the security deposit. This includes all Licensee Parties and all other personnel associated with the Event. It is the Licensee's responsibility to plan for load-in, and to acquire any passes, permits or lane closures required to secure the street spaces for load-in vehicles.

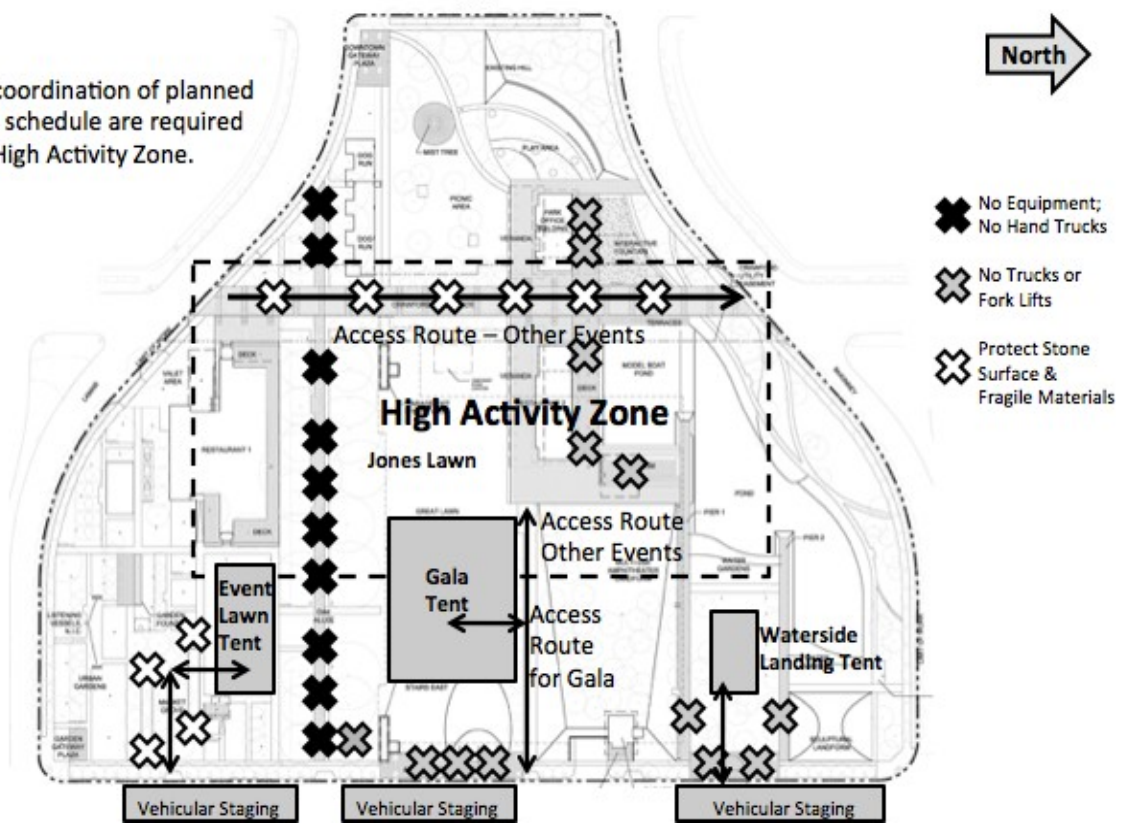
If approved in advance and in writing by the Conservancy, vehicles may enter the Park along the following paved routes, however, vehicular access requires removal of bollards by Park personnel at curb cuts in each of these locations:

- Jones Lawn: The paved walkway along its north edge or along the Andrea and Bill White Promenade.
- Grace Event Lawn: The paved walkway along its north edge or via the Maconda's Grove.
- Anheuser-Busch Stage: Performance Plaza via the paved walkway along the north edge of the Jones Lawn.

All load-in and load-out for the Event shall comply with the following identified routes and procedures.

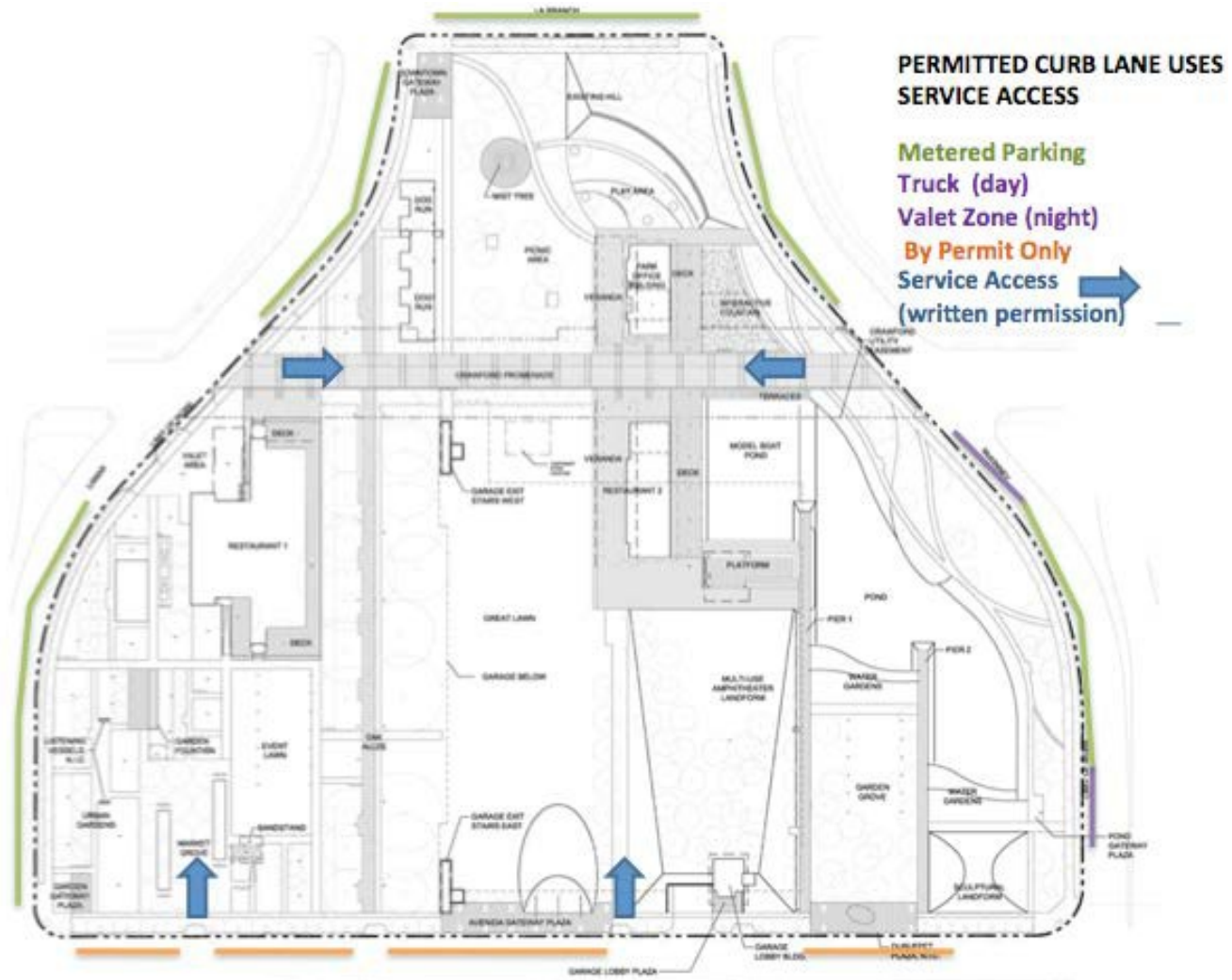
Load-In and Load-out Routes

Additional coordination of planned activity and schedule are required within the High Activity Zone.



Curb Parking

The Conservancy does not control the curb space around the perimeter of the Park except to a limited degree on Avenida de las Americas. Any special uses of curbs other than Avenida de las Americas must be permitted by the City of Houston. See further information at www.houstontx.gov/parking/. On-street truck zones/evening valet zones have been designated on Lamar, McKinney and Walker. There are no permanent curb usage zones on Avenida de las Americas, however, the Conservancy may temporarily permit use of the curb lane if it does not interfere with events being held at the Convention Center. Parking Passes may be obtained from the Conservancy. **It is the responsibility of the Licensee to obtain any permits required by the City of Houston or the Conservancy to use curb space on any public street.**



1. Orange zones along Avenida de las Americas require a special permit from the Conservancy.
2. Purple zones are truck zones from 7:00 AM – 6:00 PM and valet zones from 6:00 PM to 2:00 AM (Valet Permit required).

Appendix D

CHECKLIST OF ADVANCE SUBMITTALS AND PAYMENTS

Appendix D is included in all License Agreements, outlining the deadlines for payment and documents required in advance of the Event. This document is provided as a courtesy to the Licensee, and is not inclusive of all items that are or may be required in advance of the Event pursuant to the License Agreement and all Appendices attached thereto.

The Licensee is required to provide the following items to the Conservancy by the dates specified. An additional fee of 10% of the License Fee applies to each day that a submittal is late, and the Conservancy may cancel the Event for failure to submit timely.

REQUIRED DOCUMENTS AND PAYMENTS

Booking Fee
License Fee (less Booking Fee)
Security Deposit
All other fees or service charges or rental items
Certificate of Insurance (unless TULIP provided)
Fees related to Late Changes to Event Schedule A

DEADLINES

Due at time of execution of License Agreement
Due at least 21 calendar days prior to Event
Due at least 21 calendar days prior to the Event
Due at least 21 calendar days prior to the Event
Due at least 21 calendar days prior to the Event
Due before day of the Event

The Licensee is required to provide the following items to the Conservancy 21 calendar days prior to Event. An additional fee of 10% of the License Fee applies to each day that a submittal is late, and the Conservancy may cancel the Event for failure to submit timely.

FINAL SITE MAP WITH EVENT SET-UP AND LOAD OUT PLAN, INCLUDING:

- Location and size of tent(s)
- Location of comfort stations, catering kitchen areas, temporary waste storage and EMS
- Location of fences, signs, displays and decorations (outside of tents)
- Electrical power service points and cabling plan, including protection measures
- Access routes, staging areas and truck zones, valet zones or permitted curb zones
- Location of concessionaires, exhibitors, sponsor tents and vendor staging
- Time-line for set-up, clean-up & breakdown activities per the schedule to Appendix A, including arrival times, load-in locations, event times, load-out locations, and departure time.

REQUIRED FOR EVENTS SERVING FOOD AND/OR ALCOHOL

- Completed Appendix F if not using a Pre-approved Caterer

REQUIRED FOR EVENTS WITH SOUND SYSTEMS, TENTS AND ELECTRICAL REQUIREMENTS

- Confirmation of Agreement with Aztec with approved schedule (if required in Appendix A), or Pre-approved Tent Company and Tent Staking Plan.
- List of Equipment to be used and/or stage plot for Anheuser-Busch Stage, or Name of Audio-Visual Company and approved sound/light plan.
- Name of Electrician and Event's confirmed electrical requirements (if required in Appendix A)
- Sound Check Required with Conservancy present two (2) hours before Event (listed on timeline)

REQUIRED FOR CERTAIN EVENTS (specified in Appendix A)

- Event Producer. Name and Contact
- Traffic Plan
- Parking Plan
- Names and Contact Information for Emergency Medical Services (EMS)

OTHER REQUIREMENTS

- Application Vehicular Access Pass (if requested by Licensee)
- Names and Contact Information for all vendors

Discovery Green® Event Coordinator



1500 McKinney, Houston, Texas 77010
(713) 800-4703/ (713) 800-4733 Fax
www.discoverygreen.com

Appendix E
APPLICATION FOR VEHICULAR ACCESS PASS

EVENT NAME: _____

NAME: _____ PHONE: _____ H W

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

VEHICLE INFORMATION

MAKE/MODEL: _____ COLOR: _____ YEAR: _____

LICENSE TAG NUMBER: _____ STATE: _____

DRIVER'S LICENSE NUMBER & STATE ISSUED: _____

EMAIL ADDRESS: _____

I VERIFY THAT THE ABOVE INFORMATION IS CORRECT, AND I AGREE TO ABIDE BY THE GUIDELINES FOR VEHICULAR ACCESS AND PARK RULES DESCRIBED IN THE ATTACHED VEHICULAR ACCESS GUIDELINES. I UNDERSTAND THAT VIOLATION OF THESE GUIDELINES AND RULES COULD RESULT IN IMMEDIATE REMOVAL FROM THE PARK AND FORFEITING OF THE EVENT SECURITY DEPOSIT.

Licensee Signature

Date

DISCOVERY GREEN® VEHICULAR ACCESS GUIDELINES

The safety of Park patrons, visitors and staff is the Conservancy's top priority. Vehicular access is a courtesy the Conservancy extends only if deemed safe for the Park and its patrons and necessary for the Licensee. To obtain this access, the Licensee must submit completed Appendix E forms to the Conservancy at least twenty-one (21) calendar days prior to the Event. If approved by the Conservancy in its sole discretion, the Licensee agrees to the following guidelines:

- Each vehicle operator accessing the Park must adhere to the agreed upon time of arrival by the Conservancy's Event Coordinator and the Licensee. Failure to arrive at the appointed time may result in a loss of vehicular access.
- Permitted vehicles must meet all state license and safety requirements, have a valid state inspection sticker, and have proof of valid financial responsibility.
- Maximum speed limit is 5 mph.
- Permitted vehicles must be escorted at all times by Conservancy personnel while the vehicle is in motion.
- Licensee is financially responsible for the repair of all damage to the Park caused any vehicle associated with the Event.
- The Conservancy shall have authority to determine ways and means of any Park repair.
- Operators must be wearing seat belts at all times.
- Operators are responsible for all personal belongings inside all vehicles. The Conservancy is not responsible for vehicles or their contents in the Park.
- All load-in and load-out for the Event shall comply with the identified routes and procedures in the Conservancy's load-in and load-out diagram.

Vehicle operators granted permission to access the Park must have a copy of an approved Vehicular Access Application when entering the Park.



Appendix F

APPLICATION TO BECOME AN AUTHORIZED CATERER & FOOD VENDOR FOR DISCOVERY GREEN®

Please attach all required documents to this completed form and send via fax, hard copy or email to the address listed below. For questions about this form, please call the Programming Team at 713.800.4700.

Catering Company _____ Contact Name _____ Contact Address _____ _____ Additional Contact: Name _____ Address _____ _____ Additional Contact: Name _____ Address _____ _____	Website _____ Contact Phone _____ Contact Cell _____ Contact E-mail _____ _____ Contact Phone _____ Contact Cell _____ Contact E-mail _____ _____ Contact Phone _____ Contact Cell _____ Contact E-mail _____ _____
--	---

Are you listed as MWDBE with the City of Houston? Yes No Year business opened: _____

Provide a brief description of your catering services: _____

Will you serve beer & wine or mixed beverage or both? _____

Please list contact information for catering customers who would provide references for your company:

- | | |
|----------------|--------------|
| 1. Name: _____ | Phone: _____ |
| 2. Name: _____ | Phone: _____ |

Required Attachments (all documents due twenty-one (21) calendar days before the first event:

1. Signed copy of *Discovery Green Guidelines for Caterers (below)*.
2. Proof of Commercial General Liability Policy (COI) and proof of Liquor Liability Policy (if applicable) must include:
 - a. Minimal coverage of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 - b. Waiver of Subrogation.
 - c. Additional insureds must include: Discovery Green Conservancy, Houston Downtown Park Corporation, the City of Houston and Houston First Corporation, or blanket endorsement.
 - d. Proof of Workers Compensation Insurance
 - e. The insurance carrier must have a financial rating satisfactory to the Conservancy.
3. Proof of TABC license. At the Event, your staff may need to show proof of TABC server permits.
4. Proof of food service manager or handler permits.

Signed, Catering Company Representative

Date

Discovery Green® GUIDELINES FOR CATERERS

Discovery Green® (the “Park”) is a unique place to hold events. The space itself and the treasures it contains belong to the public. Public safety and protecting the Park and its features are the top priorities of the Discovery Green Conservancy (the “Conservancy”) and every contractor and individual approved to perform services at the Park.

The Conservancy is committed to sustainable building and operating practices. All contractors and individuals are expected to be environmentally responsible in product selection, packaging and recycling waste.

All catering staff are required to be familiar with the policies outlined in this document.

Entering and exiting the Park

- Parking is not provided by the Conservancy. Staff car-pools are “green” as well as thrifty. Staff must park in nearby surface lots. Special parking instructions will be given for larger events. The Convention District Garage under the Park is not suitable or economical for staff use.
- Load-in and load out must take place in accordance to the pre-arranged schedule specified in the Venue License Agreement. No heavy vehicles are allowed inside the Park. Vehicles are not permitted in the Park without a Vehicular Access Pass granted by the Conservancy, application for which must occur at least twenty-one (21) calendar days prior to the Event. (See Appendix F: Vehicular Access Guidelines and application). All vehicles that have been granted a Vehicle Access Pass by the Conservancy must follow all rules and guidelines in the Vehicular Access Guidelines. Small trucks may be used with the Conservancy’s approval on specified paths. Trucks bearing a Commercial Vehicle Loading Zone permit may use the truck zones around the Park for specified periods of time. See <http://www.houstontx.gov/parking/cvlz.pdf> for information and an application. However, please note that special permission must be granted for any use of Avenida de las Americas.

General rules of conduct

Anyone who does not comply with these guidelines will be asked to leave the Park.

- The utmost care and caution must be used when working near flower beds, art installations, trees, water features, buildings and furniture.
- All equipment, chairs, bus stands, tables, etc., must remain at least three (3) feet from works of art, flower beds and buildings at all times, including set-up and breakdown.
- In the event that any part of the Park or property is jeopardized or damaged, immediately contact a Park representative and/or a security officer. Bring any problems or potential problems immediately to the attention of a Park representative and/or a security officer.
- Do not eat or drink in front of guests. Consuming alcoholic beverages by service staff is forbidden.
- Know the location of all restrooms, elevators, and emergency exits.
- Discovery Green® does not permit smoking or vaping within the Park.
- Abide by the Park rules established by the Conservancy.

Liquor and the law

1. The Park has been classified by the Texas Alcohol and Beer Commission (“TABC”) as a Public Entertainment Facility. Accordingly, all advertising, promotional, sponsorship, and concession agreements authorized by this subchapter shall contain an affirmative provision disavowing the right of any party to engage in conduct prohibited by Section 108.g.75 of TABC Code.
2. The Conservancy does not have, nor does it issue, liquor licenses. In order to serve alcohol at the Event, you must have a Caterers Permit issued by TABC and have express authorization from the Conservancy in writing. In all cases, bartenders must be TABC-certified. In general, the Park’s restaurant operator, Schiller Del-Grande Group (“SDG”), is the sole group allowed to serve alcohol at events that are open to the general public.
3. SDG has a TABC beer and wine license that covers the Anheuser-Busch Stage and Amphitheater Area. Caterers may not serve alcohol in this area without (i) express written permission of the Conservancy, (ii) paying the fees to temporarily modify the SDG license, and (iii) completing the process described in Appendix G.
4. **STATE LAW** prohibits the service of alcoholic beverages to:
 - Intoxicated guests. If a guest appears to be intoxicated, immediately inform security.
 - Persons under the age of 21.

REMEMBER: Anyone who serves a drink to an intoxicated person or minor can be held personally liable under the state tort law for the acts of an intoxicated individual.

Specific Catering Requirements

1. Caterers are responsible for all catering materials brought into the Park, food preparation and busing during and after the Event, breakdown immediately following the Event (excepting only materials owned by the Conservancy) and cleanup. All catering supplies and equipment must be removed from the Event Venue and the Park immediately following the Event. The Conservancy is not responsible for loss of catering supplies, equipment or any other property which is under the care and control of the caterer.
2. Caterers shall not dig, stake or otherwise penetrate the ground surface with any post, stick rod or other object. The park has an extensive network of irrigation lines, drain lines, water lines and other infrastructure that could be damaged by such actions, and the caterer will be responsible for the cost of repairs if any of these lines are damaged.
3. Caterers shall not stage, store, rest or place any object, box, bag or other item anywhere in the Park except on paved surfaces or grass. The caterer will pay for the replacement of any gardens or plant materials damaged by the caterer.
4. Removal of leftover ice, foodstuff, gray water, liquids, catering trash, etc. is the responsibility of the caterer. The caterer must remove all food trash from the Event Venue and the Park. The Conservancy does **NOT** have facilities or dumpsters for food trash disposables. Glass bottles or liquid waste may **not** be placed in trash bags. Trash **must be double bagged** and may **not** be over loaded or excessively heavy. Heavy bags must be lightened by the caterer. Trash cans and liners are to be provided by caterer. If large quantities of liquids are generated by the Event, the Caterer must rent and use a bladder for the disposal of liquids. Do not empty solid debris (lime wedges, shrimp tails, grease or oil, etc.) and liquid (beer, soup, etc.) anywhere in the Park.
5. Folding screens provided by the caterer or rented from Aztec Tents & Events may be required in certain areas to hide catering work areas from the guests.
6. A diagram of the set-up for seating, buffets, equipment, decorations, etc., must be submitted to the Conservancy for approval at least twenty-one (21) calendar days prior to the Event.
7. At the conclusion of the Event break-down and clean-up, before leaving the Park, the caterer will perform a walk-through of the party site with a Conservancy representative.

8. A Temporary Food Dealer's Permit must be acquired for all events not fenced (accessible by the public). Fenced, private events do not require a permit. It is always recommended to check with the city's Health & Human Services Dept. for verification. See <http://www.houstontx.gov/specialevents/pdf/foodguidelines.pdf> for more information.
9. Liquefied Petroleum Gas (Propane):
- According to Houston Fire Department rules, Discovery Green® is contained within District of Limitation 1. As such, propane use is only permitted at the Park when the Houston Fire Department has issued a permit and an HFD standby is present during the Event. HFD standby must be present when propane cylinders arrive on site in District of Limitation 1 and must remain one hour after the Event for connecting and disconnecting of propane cylinders. Propane permits and Standby Fire Watch fees are the responsibility of the Caterer.
 - Licensed LP-Gas Company shall perform all connections for propane appliances in District of Limitation 1.
 - A current inspection sticker from a licensed LP-Gas Company is required on all propane appliances.
 - Licensee is not permitted, according to fire regulations, to bring propane cylinders into District of Limitations 1 & 2 to store for any length of time before usage. Propane cylinders are only allowed on site when it is actually time to cook and only in the presences of the HFD standby &/or licensed LP-Gas Company.
10. Barbecue Pits
- Barbecue pits are not permitted for use by the general public at the Park. Approved Caterers working at a Licensed Event must have specific permission by the Conservancy to use barbecue pits. All charcoal will be started with an electrical starter designed for this purpose. NO liquid starters will be permitted. (Quick-starting charcoal is recommended)
 - Charcoal pits must be ignited in the presence of a Park staff member to ensure safety of Park patrons, staff members and attendees, and to ensure no possible damage or risk of fire to Park property.
 - Bar-b-que pits are not permitted under trees.

Food Truck Guidelines:

Food truck vendors must be registered and licensed with the City of Houston Department of Health and Human Services, and in compliance with all rules set forth in Chapter 20, Section 20-22 of the Ordinance. A food truck that has a current Mobile Food Medallion does not need a Temporary Food Dealers Permit if it meets the following criteria:

- The food truck has a signed and notarized Property Agreement Letter for that event posted in public view and faxed, emailed or copied to the Mobile Food Units Section Supervisor at the Houston Department of Health & Human Services, 48 hours prior to the event.
- The food truck is located within 500 feet of a restroom inside of a business that they have permission to use during that event per a signed, notarized Restroom Availability Letter that is posted in public view and has been faxed, emailed or copied to the Mobile Food Units Section Supervisor at the Houston Department of Health & Human Services, 48 hours prior to the event.
- The food truck visits their Commissary within 24 hours prior to operating on the day of the event and the green Commissary Receipt is retained inside the unit, available to present to the health or peace officer upon request.
- All of the truck's food operations are conducted inside of the mobile unit. (no external tents, canopies, tables, chairs, cooking equipment, etc. associated with the mobile food truck).

For more information, contact Houston Department of Health and Human Services, Bureau of Consumer Health Services, 832-393-5063 or 832-393-5100 or <http://www.houstontx.gov/health/Food/mobilefoodunits.html>.

Note: For more information contact see:

http://www.houstontx.gov/health/Food/mobilefoodunits/LP_Gas_mfu_inspection_report_August_2011.pdf.

Note: GENERATORS ARE NOT ALLOWED INSIDE THE PARK.

Mobile food trucks operating with LP Gas (Propane) require the following permits by the City of Houston Fire Marshal's Office. GENERATORS ARE NOT ALLOWED INSIDE THE PARK.

- Each food truck must have a Mobile Food Medallion permit issued by the City of Houston Health and Human Services Department and a Gas Connection permit issued by the City of Houston Fire Marshal's Office.
- Office inspected by an approved LP-Gas Company.
- In addition to the above permits, each food truck will need to pull a permit from the City of Houston Fire Marshal's Office.
- Standby Fire Watch Fees are the responsibility of the Licensee.
- Multiple food trucks at one location must be spaced 60ft apart.
- Standby Fire Watch begins as soon as the food truck arrives at the event. (Example: Event time is 6 pm, food truck arrives at 3 pm, Standby Fire Watch begins at 3 pm).
- Mobile Food Trucks not in compliance with the City of Houston Health & Human Services and the City of Houston Fire Marshal's Office will be escorted out of the park.

Note: For more information contact

http://www.houstontx.gov/health/Food/mobilefoodunits/LP_Gas_mfu_inspection_report_August_2011.pdf.

I have read the above Guidelines for Caterers, understand my company's responsibility, and agree to the conditions set forth.

Name of Applicant (please print or type)

Authorized Signature

Date

Please sign and return this document to the Conservancy's Programming Office. Remember to keep a copy for your files.



Appendix G

Modification of Amphitheater TABC License

Subject to initial agreement by the Conservancy in its sole and absolute discretion and as documented in Appendix A, Licensee is responsible for any modifications to the license area issued by the Texas Alcoholic Beverages Commission (“TABC”) to Schiller-Del Grande Group (“SDG”) enabling its sale of beer and wine at the Amphitheater Area (“Amphitheater TABC License”) in order to allow Licensee to obtain a TABC permit for Licensee to offer beer and wine at the Amphitheater Area for its Event without contracting with SDG for this purpose.

In order to achieve modification of the Amphitheater TABC License, Licensee shall:

1. Submit Appendix F and all required documents to the Conservancy.
2. Obtain TABC Landlord Letter from the Conservancy.
3. Apply for the TABC temporary permit with the Texas Alcohol and Beverage Commission.
Provide a copy of the TABC permit to the Conservancy at least fourteen (14) calendar days in advance of the Event.

Representing the Licensee, I have read and do understand the procedures outlined above, and I understand that obtaining the TABC permit is the responsibility of the Licensee with the Conservancy only having responsibility for Step 2 if and only if Licensee has paid the fee to the Conservancy, submitted the required documents and has requested that the Conservancy provide the documents described in Step 2. I also understand that Licensee must provide a copy of the TABC permit to the Conservancy at least fourteen (14) calendar days prior to the Event.

Applicant

Date