



Millennium Youth Entertainment Complex

Contract Documents

**ARCDC 2009 Contract Extension, 2010 Contract Renewal, 2012
Contract Amendment, 2013 5-Year Contract Extension, 2018-2024
5-Year Contract Extension**

Distribution of Contract Documents:

ARCDC Board

Submitted by:
Vanessa M. Silas, General Manager
T.Duong MYEC Finance Manager

1156 Hargrave Street Austin, Texas 78702 PH (512) 472-6932 FAX (512)
478-4193

www.myec.net



Private Management for Public Facilities

RESOLUTION NO. 20171214-026

WHEREAS, Subchapter D, Chapter 431 of the Texas Transportation Code authorizes the creation of a local government corporation; and

WHEREAS, the Council approved Resolution No. 951116-22, creating the Austin Rosewood Community Development Corporation ("Corporation"), approved and adopted the articles of incorporation and bylaws, and appointed the initial board of directors for the Corporation; and

WHEREAS, the composition of the board of directors has been revised through past Council action; and

WHEREAS, the composition of the board of directors needs to be amended further because the terms of all nine board positions have expired; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council reappoints the following individuals to the Austin Rosewood Community Development Corporation's board of directors:

Position 1: Vera Givens, for a term expiring January 1, 2019

Position 2: Timmie Bui, for a term expiring January 1, 2019

Position 7: Sara Hensley, for a term expiring January 1, 2020

BE IT FURTHER RESOLVED:

The City Council appoints the following individuals to the Austin Rosewood Community Development Corporation's board of directors:

Position 3: Nefertiti Jackmon, for a term expiring January 1, 2020

Position 4: Deborah Taylor King, for a term expiring January 1, 2020

Position 5: Barry Franklin, for a term expiring January 1, 2020

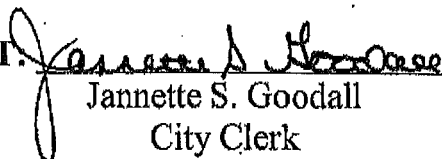
Position 6: Nelson Linder, for a term expiring January 1, 2019

Position 8: Suzanne Piper, for a term expiring January 1, 2019

Position 9: Chiquita Eugene, for a term expiring January 1, 2019

ADOPTED: December 14, 2017

ATTEST:


Jannette S. Goodall
City Clerk

RESOLUTION NO. 20190808-068

WHEREAS the board of directors of the Austin Rosewood Community Development Corporation (ARCDC) has nine positions, the terms of the directors in positions 1, 2, 6, 8, and 9 have expired, and vacancies exist in positions 3 and 7; and

WHEREAS the ARCDC bylaws provide that the City Council appoints the board of directors and fills any vacancies on the board for the remainder of the term vacated by the prior director; **NOW THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council reappoints to following individual to the Austin Rosewood Community Development Corporation's board of directors:

Position 6: Nelson Linder, for a term expiring January 1, 2021

BE IT FURTHER RESOLVED:

The City Council appoints the following individuals to the Austin Rosewood Community Development Corporation's board of directors:

Position 1: Jim Burns, for a term expiring January 1, 2021

Position 2: Ghislaine Jean, for a term expiring January 1, 2021

Position 3: AJ Bingham, for a term expiring January 1, 2020

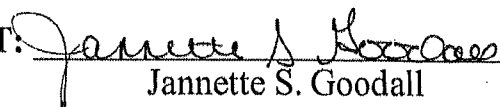
Position 7: Dr. Courtney Robinson, for a term expiring January 1, 2020

Position 8: Quincy Dunlap, for a term expiring January 1, 2021

Position 9: Francis Jordan, for a term expiring January 1, 2021

ADOPTED: August 8, 2019

ATTEST:


Jannette S. Goodall
City Clerk

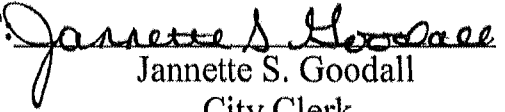
RESOLUTION NO. 20191031-029

WHEREAS, Article VI of the Articles of Incorporation of the Austin Rosewood Community Development Corporation provides that the Council shall designate the Chairperson of the Board of Directors; and

WHEREAS, at its September 30, 2019 Board of Directors meeting at which a quorum was present, the Board voted to recommend the designation of Dr. Courtney Robinson as Chairperson of the Board; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The Council designates Dr. Courtney Robinson as Chairperson of the Board of Directors of the Austin Rosewood Community Development Corporation.

ADOPTED: October 31, 2019 **ATTEST:** 
Jannette S. Goodall
City Clerk

**SECOND AMENDMENT TO
FACILITY MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT TO FACILITY MANAGEMENT AGREEMENT (this "Amendment") is effective as of the 6th day of February, 2018 (the "Effective Date"), by and between Austin-Rosewood Community Development Corporation ("Corporation") and SMG.

BACKGROUND

Corporation and SMG are parties to that certain Facility Management Agreement effective as of October 1, 2009 (as amended, the "Management Agreement"), whereby SMG has been retained by Corporation to, among other things, manage, operate and promote the Millennium Youth Entertainment Complex (the "Facility") on the terms provided therein.

By Amendments effective January 31, 2012 and May 10, 2013, Corporation and SMG previously amended the Management Agreement to extend the Management Term through September 30, 2019.

Corporation and SMG now wish to further amend the Management Agreement, to extend the Management Term through September 30, 2024.

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, as of the Effective Date, Corporation and SMG agree as follows:

1. Extension of Term. Per Section 2.3 of the Management Agreement, the term is hereby extended for an additional five year period, commencing October 1, 2019 and ending on September 30, 2024.
2. Effect of Amendment. Except as set forth in this Amendment, the Management Agreement and all terms and conditions thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Management Agreement or in any instrument, document or consideration executed or delivered pursuant to the Management Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Management Agreement, as amended by this Amendment.
3. Governing Law. This Amendment will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to otherwise applicable principles of conflicts of law.
4. Counterparts/Signatures. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. This Amendment, to the extent signed and delivered by means


of a facsimile machine or electronic mail, shall be treated in all manners and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original executed version thereof delivered in person.

5. Power and Authority. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter this Amendment and to perform its respective obligations hereunder.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS THEREOF, this Amendment has been duly executed by the parties on hereto and is effective as of the date first written above.

AUSTIN-ROSEWOOD COMMUNITY
DEVELOPMENT CORPORATION

By: 
Name: Sara Hunsley, Interim
Title: Chair, ARCDC ACM

SMG

By: 
Name: John F. Burns
Title: Executive Vice President and CFO

AMENDMENT TO FACILITY MANAGEMENT AGREEMENT

THIS AMENDMENT TO FACILITY MANAGEMENT AGREEMENT (this "Amendment") is effective as of May 10, 2013, by and between AUSTIN-ROSEWOOD COMMUNITY DEVELOPMENT CORPORATION ("CORPORATION"), and SMG, a Pennsylvania general partnership ("SMG").

BACKGROUND

CORPORATION and SMG are parties to that certain Facility Management Agreement effective as of October 1, 2009, (the "Management Agreement"), whereby SMG has been retained by CORPORATION to, among other things, manage, operate and promote the Millennium Youth Entertainment Complex (the "Facility") on the terms provided therein.

As the Management Agreement provides for extensions or renewals thereof, the parties desire to extend the term of the Management Agreement for an additional five year extension, on the terms and conditions contained in this Amendment. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meanings ascribed to them in the Management Agreement.

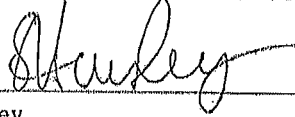
NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment to Management Agreement. Per Section 2.3 of the Management Agreement, the term is hereby extended for an additional five year period, commencing October 1, 2014 and ending on September 30, 2019.
2. Effect of Amendment. Except as amended in paragraph 1 hereof, the Management Agreement and all terms and conditions thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Management Agreement or in any instrument, document or consideration executed or delivered pursuant to the Management Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Management Agreement, as amended by this Amendment.
3. Governing Law. This Amendment will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to otherwise applicable principles of conflicts of law.
4. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission or by electronic mail in "portable document format" shall have the same effect as physical delivery of the paper document bearing the original signature.

5. Power and Authority. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter this Amendment and to perform its respective obligations hereunder.

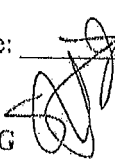
IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto and is effective as of the day and year first above written.

AUSTIN-ROSEWOOD COMMUNITY
DEVELOPMENT CORPORATION

By: 
Sara Hensley
President, Austin-Rosewood Community
Development Corporation

Date: ~~July 12, 2013~~

SMG

 May 30, 2013

By: 
Name: John F. Burns
Title: Chief Financial Officer

Date: 6-10-13

AMENDMENT TO FACILITY MANAGEMENT AGREEMENT

THIS AMENDMENT TO FACILITY MANAGEMENT AGREEMENT (this "Amendment") is dated as of the 31st day of January, 2012, by and between AUSTIN-ROSEWOOD COMMUNITY DEVELOPMENT CORPORATION ("CORPORATION"), and SMG, a Pennsylvania general partnership ("SMG").

BACKGROUND

CORPORATION and SMG are parties to that certain Facility Management Agreement effective as of October 1, 2009, (the "Management Agreement"), whereby SMG has been retained by CORPORATION to, among other things, manage, operate and promote the Millennium Youth Entertainment Complex (the "Facility") on the terms provided therein.

As the Management Agreement provides for extensions or renewals thereof, the parties desire to extend the term of the Management Agreement for another two year extension, on the terms and conditions contained in this Amendment. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meanings ascribed to them in the Management Agreement.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment to Management Agreement. Per Section 2.3 of the Management Agreement, the term is hereby extended for an additional two year period, commencing October 1, 2012 and ending on September 30, 2014.
2. Effect of Amendment. Except as amended in paragraph 1 hereof, the Management Agreement and all terms and conditions thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Management Agreement or in any instrument, document or consideration executed or delivered pursuant to the Management Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Management Agreement, as amended by this Amendment.
3. Governing Law. This Amendment will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to otherwise applicable principles of conflicts of law.
4. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission or by electronic mail in "portable document format" shall have the same effect as physical delivery of the paper document bearing the original signature.

5. Power and Authority. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter into this Amendment and to perform its respective obligations hereunder.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

**AUSTIN-ROSEWOOD COMMUNITY
DEVELOPMENT CORPORATION**

By: Vera L. Givens
Name: Vera L. Givens
Title: Board Member

By: AKWASI EVANS
Name: Akwasi Evans
Title: Board Member

By: Michael Parks
Name: Michael Parks
Title: Board Member

By: Timmie Bui
Name: Timmie Bui
Title: Board Member

By: KAREN DOV
Name: KAREN DOV
Title: Board Member

SMG

By: John F. Burns
Name: John F. Burns
Title: Chief Financial Officer

ACKNOWLEDGEMENT

THE STATE OF TEXAS

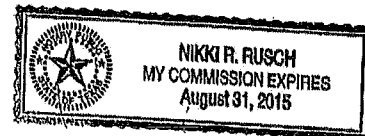
COUNTY OF TRAVIS

This document, Amendment to Facility Management Agreement, was acknowledged before me on January 31, 2012, by the aforementioned named board members of the AUSTIN-ROSEWOOD COMMUNITY DEVELOPMENT CORPORATION, a Texas local government corporation under Subchapter D, Chapter 431, Texas Transportation, on behalf of said corporation.

Nikki R. Rusch 1/31/12
Notary Public State of Texas

AFTER RECORDING, RETURN TO:

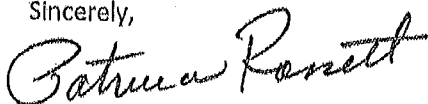
City of Austin
Law Department
Attn: Karen Kennard
301 W. 2nd Street
Austin, Texas 78701



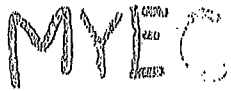
Ms. Silas,

Please find enclosed your original, signed copy of the Amendment to the Facility Management Agreement between the ARCDC and SMG. If you require any additional information, please contact me at 512-974-6778.

Sincerely,

A handwritten signature in cursive script, reading "Patricia Rossett". The signature is written in dark ink and is positioned above the printed name and title.

Patricia Rossett
Contract Administrator



The Millennium
Entertainment Complex

Private Management for Public Facilities

ARCDC

MYEC 2010

Contract Renewal

*and 2009 Contract Extension
from June 2009 through Sept. 30, 2009.*

1156 Hargrave St., Austin, Texas 78702.

(512) 472-6932~www.myec.net~

FAX: 478-4193

ADA Compliant

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FACILITY MANAGEMENT AGREEMENT
SECOND EXTENSION AND RESTATEMENT

THIS FACILITY MANAGEMENT AGREEMENT ("Agreement") extension as amended is effective October 1, 2009, by and between SMG, a Pennsylvania general partnership ("Manager"), and AUSTIN-ROSEWOOD COMMUNITY DEVELOPMENT CORPORATION, a Texas local government non-profit corporation ("Corporation").

This is the second extension of the pre-existing facility management agreement (attached hereto as Exhibit A), which is amended in its entirety by the provisions hereof. The pre-existing facility management agreement at Exhibit A remains in effect ("Pre-Existing Agreement"); provided, however that the parties desire to amend the Pre-Existing Agreement so that it extends through to the end of the current Fiscal Year, September 30, 2009, as set forth below.

1) *Revise support*

RECITALS

The City of Austin ("City") owns a 4.978 acre tract of land in Austin, Texas. On November 16, 1995, the City Council adopted a resolution approving the creation of the Corporation under Subchapter D of Chapter 431, Texas Transportation Code, for the purpose, among others, of developing the tract of land.

In 1996, the City entered into a Financing Agreement ("Financing Agreement") with Corporation requiring Corporation to construct on such land the Central City Entertainment Center, later renamed the Millennium Youth Entertainment Complex, a public family-oriented entertainment center for youth, which complex with all facilities, machinery, attachments, and appurtenances now or hereafter attaching thereto, is hereafter referred to as the "Facility." Section 4.3 of the Financing Agreement, creating certain affirmative covenants from the Corporation to the City, is attached as Exhibit B and is hereby made a part of this Agreement.

The mission of the Facility was determined by the Austin community and confirmed through the City of Austin Council appointed committee, The Central City Entertainment Center Committee. The mission, as recorded, is to provide a safe, secure, and comfortable environment (free from drugs, gangs, crime, and violence) where families can enjoy a wide range of affordable, high quality recreational and entertainment activities and attractions ("Mission").

The Facility is a 55,000 square foot facility. Entertainment and recreational activities and attractions are represented in the following activity centers: 16 lanes of Bowling, a roller skating (entertainment) arena, a video arcade, 154 seat movie theater, and a food court. These cost centers are represented in the annual facility budget described below.

It is Corporation's intention that the Facility shall be operated in a professional manner within the Mission, while attempting to maximize the utilization of and revenues produced by the Facility for the benefit of Corporation and Attempting to minimize, to the extent reasonable and practicable, the net cost to Corporation.

In 1996, the City issued RFP No. KM96300004, requesting proposals for Facility management. The City issued two RFP addenda.

Corporation, after reviewing proposals received from private entities for pre-opening consulting and planning services and for post-opening Facility management services, selected LMI/EHI, LTD., d/b/a/ LEISURE MANAGEMENT INTERNATIONAL, a Texas limited partnership, as the best qualified party to provide such services for the Facility. Corporation and LMI signed the Initial Facility Management Agreement effective March 5, 1997, for a five year term, with the option for up to three five-year extensions.

In 1999, the Corporation and Manager signed agreement Amendment 3, extending the Facility pre-opening date.

In 2000, LMI/EHI, LTD., d/b/a/ LEISURE MANAGEMENT INTERNATIONAL, a Texas limited partnership, merged with SMG. The merger assigned, with the consent of the City, LMI's role as manager to Manager.

In 2004, the Corporation and Manager signed agreement Amendment 4, which included the exercise of an extension option effective June 18, 2004 to June 17, 2009, with two remaining five-year options.

The Manager holds itself out as an organization whose principals have substantial experience and expertise in the management, operation, and marketing of public assembly facilities.

Corporation has determined to grant to the Manager, and the Manager has agreed to accept, the authority and responsibility to manage, operate, and market the Facility in accordance with the terms of this Agreement, which, as indicated above, is intended to amend in its entirety the Pre-Existing Agreement.

ARTICLE 1

DEFINITIONS

The following words shall, unless the context otherwise requires, have the meanings ascribed to them below.

1. "Affiliate" of a specified person means a person that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified person.
2. "Advertising" means all announcements, acknowledgements, banners, signs, showbills, promotional materials, handouts, and promotional product sampling give-aways, and

other audio or visual commercial messages displayed, announced or otherwise presented in the Facility including, without limitation, video messages.

3. "Agreement" means this Facility Management Agreement.

4. "Authorized Representatives" means the individual designated by each party pursuant to Section 2.4.

5. "Base Operating Expense Amount" means the amount designated in each Budget as the "Base Operating Expense Amount" for the Fiscal Year in question.

6. "Base Operating Revenue Amount" means the amount designated in the Budget as the "Base Operating Revenue Amount" for the Fiscal Year in question.

7. "Budget" shall mean any budget to be prepared by Manager and approved by Corporation under the provisions of Article 4.

8. "Capital Expenditures" means all expenditures in excess of One Thousand Dollars (\$1,000) for building additions, alterations or improvements, and for purchases of additional or replacement furniture, machinery, or equipment, the depreciable life of which, according to accepted accounting principles, is in excess of one (1) year and expenditures for maintenance or repairs which extend the useful life of the assets being maintained or repaired for a period in excess of one (1) year. Each Capital Expenditures Budget shall set forth the anticipated Capital Expenditures to be made during the Fiscal Year to which the Budget relates and the five (5) and ten (10) year Capital Expenditures forecast.

9. "Commencement Date" means the date Corporation and Manager first entered into a facility management agreement for this Facility, March 3, 1997.

10. "Corporation" means the Austin-Rosewood Community Development Corporation.

11. "Depository" means the financial institution in which Manager shall maintain its bank accounts for the funds required to be maintained under this Agreement.

12. "Emergency Expenditure" means an unanticipated procurement necessary to preserve or protect the public health or safety of the City's residents.

13. "Event(s)" means all activities and events which are conducted at the Facility and scheduled by the Manager.

14. "Facility" means the Millennium Youth Entertainment Complex, including all of the parking areas and garages appurtenant thereto.

15. "Fiscal Year" means a twelve month period of time beginning on October 1 and ending on the immediately following September 30.

16. "General Manager" means the chief operating officer of Manager at the Facility.
17. "Governmental Entities" means the federal government, the State of Texas, the City of Austin, or any county, municipality (or any entity created by a municipality), governmental, or quasi-governmental entities having jurisdiction or other authority over the Facility.
18. "Management Fees" means the fees payable to Manager under Article 7.
19. "Manager" means SMG.
20. "Material Breach" shall have the meaning provide in Section 10.1.
21. "Material Contract" shall be those contracts which (1) would require Corporation approval; (2) permit a similar user or promoter to utilize the Facility for more than twenty-five (25) event days in any Fiscal Year; or (3) have a term in excess of three (3) years (including renewal options exercisable by any party) and which may not be cancelled by Manager or Corporation without penalty or premium.
22. "Operating Expenses" shall mean and include all expenditures by Manager in any specified period during the Term of this Agreement, within the authority or responsibility of the Manager under this Agreement, including, but not limited to, all payments made to obtain Operating Revenues; salaries, wages and benefits of personnel working at the Facility; contract labor; maintenance and repairs; utilities; telephone; telescreen and/or scoreboard operations; dues, memberships and subscriptions; security; audit fees, legal fees directly related to the performance of this Agreement; other professional fees; fees paid to concessionaires or other subcontractors; refuse removal; cleaning; sales taxes; building supplies; ticket commissions; premiums for insurance maintained under Section 8.1; data processing; Advertising; marketing; public relations; pest control; travel, lodging and related out-of-pocket expenses and Facility related entertainment; office supplies; employment fees; freight and delivery; lease of equipment; Master Card, VISA, and other credit and debit facilities and telecheck fees and expenses; travel, lodging, and related out-of-pocket expenses of officers and directors of Manager properly allocable to the performance of Manager's obligations under this Agreement; all damages, losses, or expenses paid by Manager or its Authorized Representative as the result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys fees incurred in litigation against Manager or its Authorized Representative under this Agreement; but excluding any Capital Expenditures, amortization, depreciation, and other non-cash charges and any losses, damages, or expenses suffered by Manager or its Authorized Representative as a result of (1) any uninsured negligent act or omission of Manager or its Authorized Representative; (2) any transaction from which Manager or its Authorized Representative derives an improper personal benefit; or (3) any willful Material Breach on the part of Manager.
23. "Operating Fund" shall mean a fund maintained by Manager under Section 5.1.

24. "Operating Loss" shall mean the amount by which Operating Expenses for any specified fiscal period exceed the Operating Revenues for such fiscal period.

25. "Operating Revenues" shall mean all receipts (including, without limitation, seat user fees and surcharges), revenues, income, and cash received or collected, as determined on an accrual basis, by Manager (1) for the use of, operation, or admission to, the Facility or any portion thereof; (2) for the right to sell, or in respect of the sale of, any product or advertisement in the Facility including all rents, royalties, and concessions from tenants, concessionaires, and licensees; (3) from interest on or proceeds of investment of any accounts required to be maintained under Article 5; (4) for rental or use of the Facility equipment; or (5) as fees for services rendered at the Facility, including parking; but excluding, in all events, sums received or collected by Manager for and on behalf of and actually paid to a user of the Facility.

26. "Operations Start Date" shall mean the later of (1) the date of issuance of a final and unconditional certificate of occupancy or other similar governmental permit or license for the entire Facility or (2) if requested by Corporation, the date of issuance of any temporary certificate of occupancy or similar governmental permit or license permitting an Event to be conducted at the Facility; or (3) the date the Facility actually opens to the public.

27. "Term" shall mean the time period described in Section 2.3.

ARTICLE 2

INTRODUCTION

2.1 Grant of Authority. Corporation hereby grants to Manager, and Manager hereby accepts, the exclusive right and obligation, in its own name, as an independent contractor and not as an agent of the Corporation, to provide those management services to Corporation as are set forth in this Agreement in connection with Manager's management, operation, and administration of the Facility and, in connection therewith, to perform or furnish or cause to be performed or furnished, subject to the provisions hereof, and subject to the availability of funds, all of such management services all upon the terms and subject to the limitations of this Agreement. Manager and Corporation acknowledge and agree that Manager shall retain control of the Facility as the manager and operator thereof pursuant to this Agreement, but that Manager may delegate certain specific and limited responsibilities related to the management and operation of the Facility to third parties, but shall retain the exclusive authority and responsibility with respect to the management and operation of the Facility.

2.2 Nature of Relationship. The parties agree that the only relationship created by this Agreement is that between Corporation, as owner, and Manager, as an independent contractor, for certain management and operating services assigned to Manager by Corporation and that Manager is an independent contractor, not an agent, employee, joint venturer, or partner of Corporation.

2.3 Term.

a. The term of this Agreement extension is three (3) years (October 1, 2009 to September 30, 2012), with the option for a two (2) year extension (October 1, 2012 to September 30, 2014), subject to the termination rights outlined in this Agreement.

b. Prior to one hundred and eighty (180) days before the expiration of the three year term described in Section 2.3a. above, either party may call for renegotiation. Prior to one hundred and eighty (180) days before the end of the two year extension described in 2.3a., either party may call for renegotiation to extend the agreement. If the parties cannot, through good faith negotiations, reach agreement on the terms and conditions of an extension prior to one hundred and twenty (120) days before expiration, this Agreement shall automatically terminate at the end of the then-current term. In no case may this Agreement be extended for more than three (3) five (5) year extensions, without City Council approval.

2.4 Contract Administration. Corporation hereby appoints the Corporation President and Manager hereby appoints SMO's Regional Vice President (or his or her designee in writing) as their respective Authorized Representatives, each of whom shall act as liaison and contact person between the parties in matters concerning the administration of this Agreement. Each party shall have the right to designate a substitute Authorized Representative by providing written notice to the other party. Except for budget matters, if either party desires to do any act hereunder which requires the other party's approval, such request shall be submitted in writing to the other party's Authorized Representative. The Authorized Representative shall respond to such request within fifteen (15) days after submittal, failing which the request shall be deemed approved. Manager understands and acknowledges that only the Corporation's Authorized Representative shall be authorized to make and/or communicate decisions to the Corporation regarding implementation of this Agreement, and Manager agrees to look exclusively to the Corporation for such input or information as Manager believes is necessary to carry out its duties under this Agreement.

2.5 Authority Regarding Closure of Facility. The parties agree that, in the event Corporation determines that continued operation of the Facility or any portion of the Facility is not feasible, Corporation shall have the authority to close the Facility or portion of the Facility, and Manager agrees to cooperate with Corporation in performing all acts necessary to accomplish such closure. If a portion of the Facility is closed as a result of the Corporation's closure pursuant to the immediately preceding sentence and not as a result of either Force Majeure or a temporary closing of the part of the Facility resulting from seasonal booking of certain Events precluding the booking of other Events, the parties agree that Manager's Management Fee, as described in Section 7.1, shall not be adjusted unless at least one-third of the Facility's public space is closed for more than ninety (90) consecutive days, in which case Manager and Corporation agree to negotiate an equitable adjustment to the Management Fee for the remainder of the time period that such space is not open to the public. If the entire Facility is closed, Corporation shall pay Manager not later than ten (10) calendar days following such

closure the aggregate of (i) all Management Fees owed to Manager as of the date of closure; (ii) all expenses, if any, incurred by Manager and not reimbursed as of such date, to the extent otherwise reimbursable under this Agreement; and (iii) a termination fee of seventy-five thousand dollars (\$75,000.00).

ARTICLE 3

RESPONSIBILITIES OF MANAGER

3.1 Standard of Care. Subject to the funding limitations set forth in this Agreement, Manager shall exercise its diligent, good faith efforts in managing and operating the Facility so as to minimize Operating Expenses and maximize Operating Revenues. Parties agree that Manager, in establishing and implementing its booking policies, may schedule not only those events that generate substantial direct revenue to the Facility, but also those events that produce less direct revenue but, in Manager's good faith judgment, generate either a significant economic, cultural, or other benefit to Corporation or otherwise serve the public interest; provided that Manager shall ensure the Facility is used for a public purpose that furthers the Facility's Mission, and not permit the Facility to be used without a reasonable charge for such use unless fees are specifically waived by a vote of City Council.

3.2 Duty and Liability. Manager shall owe to Corporation a duty to perform its obligations under this Agreement and to conduct the management and operation of the Facility at all times with integrity and good faith and in a manner which is in the best interests of the Facility and Corporation and consistent with the terms of this Agreement. Manager shall not be liable, responsible, or accountable in damages or otherwise to Corporation for any act or omission that is within the scope of its authority under this Agreement, except for (i) acts or omissions constituting negligence which are not covered by insurance; (ii) acts or omissions of Manager not in good faith or involving gross negligence, intentional misconduct, or knowing (i.e., conscious awareness) violation of law, (iii) any transaction from which Manager derives an improper personal benefit, or (iv) any willful Material Breach on the part of the Manager.

3.3 Management Duties and Responsibilities. Subject to the limitations set forth in this Agreement, Manager, or person or persons designated by Manager, shall do the following (or cause the same to be performed) throughout the Term hereof after the Operations Start Date:

a. Manage and operate the Facility and any facilities ancillary thereto and contract for its use in a manner that will promote and further the purposes for which the Facility is to be constructed, as set forth in the Recitals to this Agreement;

b. Negotiate, execute, and perform all contracts, use agreements, licenses, and other agreements (i) with persons who desire to schedule events, performances, telecasts, broadcasts, or other transmissions in, from, or to the Facility or who desire otherwise to use the Facility or any part thereof or (ii) that otherwise pertain to the use, operation, and occupancy of the Facility or any part thereof.

c. Coordinate (and participate in where necessary or applicable) all advertising, licensing, promotional activities, marketing, and public relations for or at the Facility, including an annual investment of \$15,000 per year of this Agreement (pro-rated in any year this Agreement is in effect for less than a year) in marketing or other priorities, as identified and to be spent in a manner agreed to by Corporation and Manager.

d. Negotiate, execute, and perform all contracts, use agreements, licenses, and other agreements (i) for the use of Advertising space in or about the Facility and all Advertising rights of whatever kind or nature related to the Facility or (ii) for the sale, promotion, marketing, and use of all names, trademarks, trade names, logos, and similar intangible property relating to the Facility;

e. Operate at and for the Facility the sale of food, beverages, souvenirs, novelties, and programs (either in house or through a concessionaire);

f. Select, schedule, and coordinate the efforts of all parties involved in the operation of the Facility and establish and maintain consistent procedures for cost estimating and reporting, maintenance and payment of invoices, including preparation of Budgets and reports as contemplated by Article 4;

g. Plan, coordinate, and administer operation of the Facility, including the expansion of activities per Exhibit C, within the constraints of the Budget described below, taking into account the input from the Corporation in the context of such Budget approval process;

h. Continue to identify, select, and train the Facility's staff;

i. Subject to the Budget, retain legal counsel in connection with the discharge of its duties hereunder and cause such counsel to coordinate with Corporation's legal department where necessary or appropriate;

j. Coordinate the work of all parties performing work in connection with the operation of the Facility;

k. Monitor actual and projected Operating Expenses, and advise Corporation of any projected or actual variances from the approved Budget(s) in monthly reports;

l. Make prompt payments of the Operating Expenses from funds available for that purpose under Article 5;

m. Furnish all services necessary to accomplish the foregoing requirements of this Section 3.3;

n. Perform such other consulting, administrative, or management services as reasonably requested by Corporation;

o. Devise and implement procedures reasonably designed to keep the Facility in good order and condition, subject to ordinary wear and tear, and maintain the Facility in such order and condition, per Section 3.9.

p. Market the sale of seats within the arena portion of the Facility;

q. Prepare monthly and year-to-date management reports regarding the Facility operations by segment and by concession to assist Corporation in planning, budgeting, cost control, performance evaluation, and revenue enhancement. These reports shall include, but will not be limited to, the following:

1. Patron attendance by use;
2. Monthly and year-to-date reports of revenues and expenses as compared to Budget;
3. Analyses of food and beverage concession and catering performance and income for the current period, year-to-date, and prior periods;
4. Analyses of other concession/contractor performance and income;
5. Analyses of event attendance and revenues on a per capita, average, and total basis; and
6. Other statistical reports requested by Corporation.

r. Implement and monitor comprehensive risk management and energy efficiency programs for the Facility;

s. Use reasonable efforts to comply with the Facility's MBE/WBE utilization plan as approved by Corporation and described in City Resolution 20071108-127. Such plans shall be prepared jointly by Corporation and Manager;

t. Maintain, for review by the Corporation upon reasonable notice, information as reasonably required by Corporation to satisfy Corporation's responsibilities, including information regarding injuries and unusual incidents at the Facility, and regarding security measures and safety programs (including recommendations for changes to the budget for such measures/programs) at the Facility;

u. If Manager or any of its representatives at any time becomes aware of any condition that jeopardizes the public safety or the structural soundness or operational capability of the Facility, the Manager shall promptly advise Corporation in writing, and shall include recommendations for remedial action and Corporation shall promptly accept (does not trigger obligation to fund) or reject such recommendations; and

v. Summarize all media inquiries to Corporation's authorized representative within 24 hours of interview, per Corporation format at Exhibit D.

3.4 Program Access and Utilization. Manager will exercise its diligence in managing and operating the Facility in a manner that maximizes public access, utilization of the facility, and reflects the community feedback study *The Millennium Youth Entertainment Center Community Focus Group Meeting Report for Austin Rosewood Community Development Corporation and Austin Parks and Recreation Department November 2008*. Manager shall establish annual utilization goals for each program area each year. Manager shall also periodically adapt programming to meet current community priorities and needs, as reflected in Exhibit C.

3.5 Compliance with the Law; Duty. Manager shall comply with all applicable laws, rules, regulations, and ordinances relating to the use and operation of the Facility. Manager shall perform its obligations hereunder in conformity with the standard to which an operator of a comparable multi-purpose public entertainment facility would operate. Subject to the foregoing, Manager shall promptly and fully discharge all of its obligations under this Agreement.

3.6 Funding Limitations. Notwithstanding anything to the contrary set forth in this Agreement, Corporation recognizes and agrees that performance by Manager of its responsibilities under Article 3 is subject to and conditioned upon provision of funds to Manager for such purposes as hereinafter provided, in addition to the Management Fees payable to Manager hereunder, to enable Manager to fulfill such responsibilities, and in all respects is limited by the Budgets submitted by Manager and approved by Corporation from time to time. If Manager finds that budgeted funds will be insufficient to cover costs in any Fiscal Year, it shall be the obligation of Manager to request additional funds from the Corporation as soon as shortfalls are anticipated (except for Emergency Expenditures for which there are adequate funds on hand) and any such request shall be made in writing at least thirty (30) days before such funds are needed. The requirement for a written request for funds shall not apply in the event of a need for an Emergency Expenditure if there is additional funding available in the Operating Fund to cover such Emergency Expenditure. Manager accepts the limitations of the Budget and agrees that Corporation has no responsibility or duty to provide funds in excess of the approved Budget, as such Budget may be amended from time to time. If additional funds are deemed necessary by the Corporation, Corporation agrees to request from the City Council of the City of Austin such additional funds.

3.7 No Construction or Design Responsibilities. Notwithstanding Manager's review of and recommendations with respect to the design, plans, and specifications for the Facility, Manager will not have responsibility to Corporation or any other person for or authority concerning the same and will not supervise or be responsible in any manner for construction related to the Facility. The parties acknowledge and agree that Manager shall not be responsible for the selection of architects, contractors, subcontractors, or suppliers; the prosecution of the work; the compliance of the work with the plans and specifications for the Facility or applicable law, rules, regulations, or codes; the completeness, adequacy, accuracy, reasonableness, or appropriateness of those plans or specifications; or otherwise with respect to the construction, improvement, or renovation of the Facility notwithstanding the obligations of Manager hereunder. Corporation acknowledges that Manager's recommendations, if any, are based solely upon Manager's practical experiences in the operation of public assembly facilities similar to the Facility. Corporation acknowledges and agrees to look to the contractor, subcontractors,

architects, engineers, and other design professionals for all matters related to the design and construction of any such construction work and not to Manager.

3.8 Maintenance and Repair. Maintenance and repair procedures must include a Preventative Maintenance Plan with monthly Progress Reports; submission to Corporation within ten business days of all facility maintenance service contracts; and annual safety inspections. Manager is responsible for overseeing and implementing routine maintenance (anticipated, regular, pro-active attention to upkeep of facilities and machinery) per the Budget, and Corporation is responsible for major capital repairs and improvements (expenditures related to facility and machinery break-down or upgrades). If the Manager or any of its representatives at any time becomes aware of any condition that jeopardizes the structural soundness or operational capability of the Facility, the Manager shall promptly advise Corporation in writing, and shall include recommendations for remedial action, per 3.3(u).

3.9 Public Safety and Security. Public safety and security procedures must include a Safety Procedure Manual. Manager must maintain an up-to-date list showing all staff and individuals with security key or code access rights into the building, submitted to Corporation simultaneously with each addition or deletion of any individual to or from the list. If the Manager or any of its representatives at any time becomes aware of any condition that jeopardizes the public safety of the Facility, the Manager shall promptly advise Corporation in writing, and shall include recommendations for remedial action, per 3.3(u).

ARTICLE 4

RECORDS, ACCOUNTS AND REPORTS

4.1 Books/Records. The Manager shall maintain, with respect to its management and operation of the Facility, complete, separate and accurate books of accounts and records of its activities and finances, as reasonably required by Corporation or as required by applicable federal or state law. Such books of account and records shall be prepared and maintained in accordance with generally accepted accounting principles and industry standards.

4.2 Access to Facility Premises/Facility Information. Authorized representatives of Corporation and City shall be issued an identification credential authorizing their access to the Facility. Corporation President and one City facility management official designated by Corporation President shall be issued a key and/or access code for access the Facility; Corporation President and his/her designated City facility management official reserve the right to enter the building at any time with simultaneous telephone notice to Manager. Manager must maintain an up-to-date list of those authorized representatives with copy to Corporation. Upon reasonable prior notice (i.e. not less than twenty-four hour notice) to Manager and presentation of such identification credential, authorized representatives shall have the unqualified right during the hours that the Facility is open to the public and in a manner that is not disruptive to the activities of the Facility to: (a) enter upon Facility property and inspect the property and improvements, and (b) examine, copy, and make extracts of books, records, accounting, and financial data and any other documents or records concerning the management and operation of

the Facility. The Corporation shall each provide Manager with an up-to-date written list of authorized, credentialed representatives (i.e. whenever the list is revised).

4.3 Annual Audit Report & Annual Revenue Accounting Report. Not later than December 31 of each Fiscal Year during the term of this Agreement, the Manager shall furnish to Corporation an annual audit report for the previous Fiscal Year, which shall include a balance sheet, an income statement, a statement of cash flows, and notes to the financial statements, prepared in accordance with generally accepted accounting principles and accompanied by an auditor's report containing an opinion of the independent certified public accounting firm preparing the report, which shall be a firm of national reputation selected jointly by the Manager and Corporation. The engagement letter from the independent firm of certified public accountants shall contain a statement that the Corporation shall receive a copy of all audit work papers produced either by the Manager or the accounting firm during the annual audit of the financial statements. The notes to the audited annual financial statements shall contain a detailed breakdown of revenues by source and expenditures by category. The Manager shall deliver to the Corporation, at the same time it delivers the annual audit report, a copy of all of the audit work papers that underlie the audited annual financial statements.

In addition, the Manager shall furnish to the Corporation an annual report on agreed-upon procedures for the Manager's system of revenue accounting, for which report the Corporation shall determine the agreed-upon procedures, all in a manner consistent with the capabilities of the financial software utilized by the Facility.

4.4 Monthly Financial Reports. Within twenty-five (25) calendar days of the end of each calendar month, the Manager shall furnish to Corporation a report regarding the Facility's financial performance during the prior month, including all Operational Expenditures and Operating Revenues, for which report the Corporation shall determine the format and contents, all in a manner consistent with the capabilities of the financial reporting software. Format and contents will include but are not limited to cumulative expenditures and budget comparison to-date with variance; rolling monthly expenditures; anticipated shortfalls; and expense and revenue projections in comparison to fiscal year budgeted amounts.

4.5 Capital Expenditure Budget. Not later than February 1 of each year during the term of this Agreement, the Manager shall submit to Corporation for review and approval a proposed Capital Expenditures Budget for the following Fiscal Year. This budget shall be subject to the procedures customarily employed in connection with the development, approval, and implementation of capital budgets for Corporation.

4.6 Annual Operating Budget. Not later than February 1 of each year during the term of this Agreement, the Manager shall submit to Corporation for review and approval a proposed annual operating budget for the following Fiscal Year, listing all projected Operating Revenues and Operating Expenses by category and by calendar month, and including a proposed Facility Fee Schedule for City Council approval. This budget shall be subject to the procedures customarily employed in connection with the development, approval, and implementation of operating budgets for the Corporation.

4.7 Budget Approval. Corporation shall promptly review all proposed budgets and amendments thereto and communicate to the Manager any comments or suggested revisions thereto. The parties agree to negotiate all budget matters in good faith and to meet at least every two weeks following submission of the proposed budget, or more often as may be necessary, to resolve any outstanding budget issues. If, however, the parties are unable to reach a final agreement in writing by May 1 of any year, notwithstanding the parties' good faith efforts, the Budget for the following Fiscal Year shall be identical to the Budget then in effect.

4.8 Funding Contingency. Notwithstanding the provisions of Section 4.7 hereof, in the event of the non-appropriation of funds by the City to the Corporation in an amount sufficient to enable the Corporation to make all required payments to Manager under this Agreement, Manager shall have the right to either accept such reduced or insufficient funding or, at Manager's election, to terminate this Agreement by written notice to the Corporation given within sixty (60) days following Manager's receipt of notice of such non-appropriated funding. In the event that all appropriations or funds are restored and fully funded by the City to the Corporation for the operation and maintenance of the Facility after this Agreement has been terminated, pursuant to this Section 4.8, Corporation shall provide written notice thereof to Manager whereupon Manager shall have the first right to enter into a new agreement with Corporation on the same terms and conditions set forth herein. In the event Manager elects to exercise such right and option, Manager and Corporation shall promptly thereafter execute and enter into an amendment to this Agreement reinstating the same to its original terms and conditions. Subject to the appropriation of funds by the City, Corporation shall pay to Manager the Management Fees and all expenses and any other sums due and payable to Manager hereunder through and including the date of termination.

4.9 Shortfall. Manager is responsible for anticipating operating budget shortfalls. If Manager finds that budgeted funds will be insufficient to cover costs in any Fiscal Year, it shall be the obligation of Manager as soon as shortfalls are anticipated to request additional funds from the Corporation and such request shall be made in writing at least thirty (30) days before such funds are needed. A shortfall in and of itself that is not the result of an emergency expenditure does not constitute an emergency for purposes of "emergency expenditures."

ARTICLE 5

FUNDS AND ACCOUNTS

5.1 Operating Fund. After the Operations Start Date, Manager shall collect all Operating Revenues and deposit them in a separate, interest-bearing account maintained by Manager in its name in the Depository (the "Operating Fund"). Manager shall have complete control and authority as to the Operating Fund, subject only to the provisions of this Article 5. Monies in the Operating Fund and any interest thereon shall be applied first to the payment of Management Fees accrued through the end of the prior month and thereafter to any other Operating Expenses then accrued. The balance shall be retained in the Operating Fund as reserve for payment of future Operating Expenses. If, at the end of any Fiscal Year, there shall be a balance in the Operating Fund in an amount in excess of the anticipated Operating Expenses

for the first month of the ensuing year, Manager shall disburse such excess to Corporation on or before the fifteenth (15th) day of such month, subject to the provisions of Section 7.2 below.

5.2 Corporation Funding. In order to provide the working capital necessary to permit Manager to perform its obligations hereunder with respect to Operating Expenses, Corporation will advance funds to Manager, subject to the terms of this Agreement and available budget, for deposit in the Operating Fund as follows: by no later than the first day of each Fiscal Year, Corporation shall advance to Manager twenty-five percent (25%) of the funds budgeted by the City for the Facility for the Budget year then in effect. Additional twenty-five percent advances will be made on a periodic basis so that the Facility's cash flow needs are met.

5.3 No Obligation of Manager to Advance Funds. Corporation is solely responsible for and shall promptly pay, or provide funds to Manager to enable Manager to pay, all Operating Expenses, Emergency Expenditures, and approved Capital Expenditures, and Manager shall not be obligated to make any advance of its own funds to or for the account of Corporation or to pay any sums incurred for the performance of services or goods delivered to the Facility, nor shall Manager be obligated to incur any liability or obligation for the account of Corporation. Notwithstanding anything to the contrary set forth in this Agreement, the Corporation recognizes and agrees that performance by SMG of its responsibilities under this Agreement is in all respects subject to and conditioned upon the provision of funds to SMG for such purposes as hereinafter provided.

ARTICLE 6

POWER AND FUNCTIONS

6.1 Authority of Manager. Manager shall have the exclusive right and authority to exercise, or delegate the exercise of, all rights, powers, and duties conferred or imposed on Manager of this Agreement. The powers of Manager with respect to the Facility shall be plenary, subject only to the limitations expressly set forth in this Agreement.

6.2 Asset Management. The Manager shall have no authority to sell or otherwise dispose of, or to encumber or alienate any personal or real property owned by Corporation or the City. Upon notice from Manager to Corporation of the need to move off-site any movable property that Manager has determined is surplus or unnecessary at the Facility, Corporation will remove such property within three (3) days. Manager shall be obligated to provide Corporation with an accurate annual inventory of all property and non-consumable items located at the Facility with notation of inventory that is no longer in use and cannot be returned to service. A written report regarding stolen or otherwise unaccounted for inventory, including police report number and any other documentation provided by the police, must be made within ten (10) days of Manager becoming aware of the theft or loss.

6.3 Capital Improvements. Except for the Capital Expenditures set forth in the Capital Expenditures Budget and Emergency Expenditures, Manager shall have no authority to

make any material alterations or any capital improvements to the Facility without the prior written consent of the Corporation.

6.4 Contracts. The Manager shall have no authority, without the prior written consent of Corporation, to enter into: (a) any contract for more than the greater of (i) thirty-eight thousand and no/100 dollars (\$38,000.00) or (b) any contract for the provision of goods and/or services to the Facility at any time beyond the expiration date of the term of this Agreement provided, however, that Corporation agrees to cooperate with Manager in connection with the execution of such contracts that would extend beyond the term of this Agreement by executing and delivering agreements with the providers of such goods and services whereby Corporation agrees to honor and observe such contracts following termination of this Agreement. Manager shall have the right to enter into, execute, and deliver contracts with users of the Facility which extend beyond or relate to dates falling after the expiration of the terms of this Agreement. All contracts entered into by Manager shall provide that the same are assignable to Corporation without the vendor's prior consent and, notwithstanding any contrary provision hereof, upon termination of this Agreement for any reason, Manager agrees that Corporation shall have the right to and the Corporation shall assume in writing any or all then outstanding contracts affecting the Facility. In all contractual matters from the date hereof, Manager shall comply with the City's Minority-Owned and Women-Owned Business Enterprise (M/WBE) Procurement Program, as described in City Resolution 20071108-127.

6.5 Employees.

a. Employees now or hereafter hired by Manager in connection with the management services provided by Manager shall be employees of Manager and not of Corporation, although the employment costs of such employees (wages, salary, benefits) shall be part of the Operating Expenses. Such employment costs shall be consistent with industry standards in the field of private facility management, at each level of employment. Manager shall have complete and absolute discretion and authority with respect to the number, functions, qualifications, compensation, evaluation and other terms and conditions relating to its employees, subject only to the provisions of Section 4.6 of this Agreement.

b. If there is a vacancy in the Facility's on-site General Manager position, Manager shall select the General Manager following consultation with Corporation. The General Manager shall be and remain an employee of the Manager. The General Manager's salary and all other employment costs, including travel to and from meetings, car allowance and other benefits and related employment costs, shall be part of the Budget and Corporation shall reimburse Manager therefore. In the event that Corporation has concerns related to the General Manager, Corporation and Manager shall meet to discuss those concerns and, subject to applicable employment laws with respect to such matter, Manager shall propose to Corporation a plan to address such concerns. If such plan is not satisfactory to the Corporation, the parties shall continue meeting until a mutually agreeable plan is reached.

c. Corporation covenants and agrees that neither it nor its Authorized Representative shall during the term hereof or for a period of twelve (12) months following the expiration or early termination of this Agreement, hire, employ, solicit for hire, or engage in any manner or for any purpose any person who has served as General Manager during the Term of this Agreement, or any other of Manager's "senior personnel." "Senior personnel" shall mean and refer to the three (3) individuals involved in management who are designated by Manager in a written notice to the Corporation as "senior personnel" for purposes of this Agreement.

6.6 Purchase of Supplies and Services. Manager shall have full authority and discretion as to the purchase of all equipment, materials, supplies, and inventories reasonably required by it in the management of the Facility but shall endeavor to make all such purchases at the best price available as known to Manager, considering the quantities required and the quality desired, at the time available for the delivery and the sources of supply whenever possible as part of a volume purchase by Manager. Manager may not, without the prior written consent of the Corporation, acquire property or services from or otherwise transact business with its Affiliates for any of the goods to be purchased or services to be performed by it under this Agreement.

Manager has advised Corporation that Manager performs facility services similar to those outlined herein for other public assembly facilities. In order to maximize utilization of the Facility, Manager may from time to time book the same event at a number of the facilities it operates. If Manager desires to book events at the Facility while at the same time booking said events under the same contract (or one or more contracts executed concurrently) for other facilities for which Manager is providing services, then before finalizing such contract, Manager shall obtain Corporation's approval over the allocation of such contracts' expenses to the Facility. Similarly, if authorized to acquire business services for the Facility, Manager desires to acquire goods or services in bulk for the Facility and one or more of the other facilities for which Manager performs services, Manager shall first obtain Corporation's approval over the allocation of the costs thereof to Facility. Provided, however, Manager shall not allocate or impose any costs or expenses related to its corporate offices or other facilities to the Facility which are not related to Manager's provisions of management services to the Facility. Provided, Corporation's approval under this Section 6.6 shall not be unreasonably withheld or delayed.

6.7 Settlement of Claims. Manager has been advised by Corporation of (and Corporation shall continually keep Manager apprised of) Corporation's procedures and requirements in respect to settlement of third party claims filed against Corporation or with respect to the Facility. Manager agrees to comply with such settlement claims and procedures as it has been advised of in writing by Corporation so long as such settlement procedures do not delay a proposed settlement by Manager which delay may result in the assessment of civil or criminal penalty against Manager. Manager and Corporation agree to cause their respective legal counsels to coordinate with one another in connection with the settlement of claims, all costs and expenses thereof, including the settlement thereof, to be deemed an Operating Expense if the Corporation agrees to such settlement (unless covered by insurance, in which case the Corporation shall be deemed to consent) in accordance with the terms and provisions of this Agreement.

6.8 Concession and Service Contracts. Manager shall obtain the Corporation's prior approval of the standard contract form, and of any material variations thereto, to be entered into by and between Manager and third parties for the provision of the food and beverage concession or services for the Facility. The parties agree and acknowledge, however, that Corporation's approval authority is limited to the terms and conditions of Manager's standard contract form, and that Corporation shall not have the right to select or approve any specific concessionaire.

6.9 Corporation's Covenant Against Interference. Corporation covenants and agrees that neither it nor its Authorized Representative shall initiate or intervene in any manner whatsoever in negotiations with existing or prospective lessees, users, advertisers, service contractors, or other persons doing business or seeking to do business with the Facility nor shall the Corporation or its Authorized Representative solicit, request or seek any services, contributions, gifts, favors, tickets, gratuities, or other benefits from Manager or any person doing business with the Facility.

ARTICLE 7

FEES AND EXPENSES

7.1 Annual Management Fees. For services to be performed by Manager, Corporation shall pay to Manager, commencing with the Effective Date of this Agreement, a base fee of \$100,000.00 per Fiscal Year, such sum to be paid, in each year, in twelve (12) equal installments on or before the first business day of each month throughout the remaining Term hereof. The fee shall be prorated for any partial month during such period.

7.2 Performance Compensation. In addition to the compensation payable to Manager under Section 7.1, following the first anniversary of the Operations Start Date, Corporation shall pay to Manager, annually in arrears, ~~on or before the thirtieth (30th) day following the date on which the annual audit report for the Fiscal Year in question has been delivered, an amount equal to twenty-five percent (25%) of the favorable improvement in the cost estimates for such Fiscal Year, provided, however, in no event shall the amount payable to Manager under this Section 7.2 exceed \$25,000 in any Fiscal Year. For example, in the event that the Fiscal Year Budget for the Facility showed a net loss of (\$675,000) and an actual loss (per the Audit referenced in Section 4.3) of (\$625,000) providing an improvement of \$50,000 for such Fiscal Year, then the performance compensation payable to SMG under this Section 7.2 would equal \$12,500 (i.e. 25% of such improvement).~~ In table format, the above example would read as follows:

Fiscal Year Budget:	(\$675,000)
Actual NOL (Audited):	(\$625,000)
Improvement:	\$50,000

Performance Compensation (25% of Improvement)	\$12,500
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For purposes of this Section 7.2, Emergency Expenditures shall be excluded from the calculation of Operating Expenses. Performance compensation shall be negotiated for any renewal term.

ARTICLE 8

INSURANCE

8.1 Insurance to be Maintained by Manager. Throughout the term of this Agreement, Manager shall carry insurance in the types and amounts specified below. Manager agrees to furnish Corporation certified copies of all policies as evidence thereof:

a. All risk coverage including, but not limited to, flood, fire, wind, hail, theft, vandalism, and malicious mischief on the Facility and City-owned or Corporation-owned contents contained within the Facility. The coverage shall be at replacement cost with a 100% coinsurance clause and the Corporation shall be shown as a mortgagee, and the Corporation and City shall be loss payees on the policy.

b. Comprehensive Electronic Data Processing coverage for hardware, software, and related equipment located at the Facility, at replacement cost with a 100% coinsurance clause. The policy shall provide coverage for interruption of power and electrical disturbance.

c. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Worker's Compensation Act, as amended from time to time, and minimum policy limits for employers' liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury by disease each employee. The policies shall contain these endorsements in favor of the Corporation and City:

1. Waiver of Subrogation
2. 30 day Notice of Cancellation

d. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$10,000,000. Coverage shall include, at a minimum, Personal and Advertising Injury Liability coverage and Products and Completed Operations coverage with a separate aggregate limit of \$5,000,000. The policy shall contain the following provisions:

1. Blanket contractual liability coverage
2. Corporation and City indicated as additional insured
3. 30 day notice of cancellation in favor of the Corporation and the City
4. Waiver of transfer right of recovery against others in favor of the Corporation and of the City
5. Aggregate limits of insurance per location endorsement
6. Independent contractors' coverage

e. Security guard liability coverage with a minimum bodily injury and property damage per occurrence limit of \$1,000,000. Personal injury coverages, including coverage for false arrest, shall be provided. The policy shall contain the following provisions:

1. Corporation and City named as additional insureds
2. 30 day notice of cancellation in favor of the Corporation and City

f. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of Corporation and City:

1. Waiver of Subrogation endorsement
2. 30 day notice of cancellation endorsement

g. Errors and Omissions coverage, not less than \$500,000 per claim, shall be in place for protection from claims arising out of the performance of professional services. Coverage shall be continuous for not less than 24 months following termination of the Agreement, including any renewals. Coverage, including any renewals, shall have a retroactive date coincident with or prior to the date of this Agreement.

h. Commercial Crime Insurance is required for all losses emanating from the handling of Corporation or City checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of \$1,000,000.

i. General Requirements.

Manager agrees not to commence work until it has obtained the required insurance as described in this Section 8.1, and until such insurance has been reviewed by Corporation and City. So long as Corporation provides adequate funding therefore, Manager shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Agreement or as required under this Agreement.

Insurance is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B + VII or better. Workers compensation coverage written by the Texas Workers Compensation Fund shall be acceptable. Professional liability and Security Guard liability coverage shall be written by companies acceptable to the Corporation and City.

All endorsements naming the City, such as additional insured, waiver, and notice of cancellation endorsement, as well as insurance certificates, shall indicate: City of Austin, Parks and Recreation Department, P.O. Box 1088, Austin, Texas 78767-8828 ATTN: Director of PARD. If this Agreement is assigned, these endorsement requirements shall apply to the assignee and Manager agrees to notify any assignee or proposed assignee of such requirements.

The "other" Insurance clause shall not apply to the Corporation or City where Corporation or City, as applicable, is an additional insured shown on any policy. It is intended that policies required in the Agreement shall be considered primary coverage as applicable.

If insurance policies are not written for the amounts specified above, the Manager shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Corporation shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may, so long as the excess cost thereof is funded by the Corporation and properly included in the Budget, make any reasonable request for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either Corporation or Manager or the underwriter on any such policies.

Corporation and City reserve the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments, so long as the excess cost thereof is funded by the Corporation and properly included in the Budget, to insurance coverage, limits, and exclusions when deemed necessary and prudent by Corporation and City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company.

8.2. Indemnity.

a. Manager shall indemnify, defend, and hold harmless ("Indemnification") the Corporation and the City and their respective officers, agents, employees, directors, and shareholders ("the Indemnified Parties") of, from, and against any and all claims, demands, suits, liabilities, causes of action, damages, costs, and expenses (including reasonable attorneys' fees and costs of court), including claims for personal injury ("Claim or Suit"), that any or all of the Indemnified Parties may hereafter suffer or incur in connection with, relate to or in any way, directly or indirectly, arising out of the non-performance by Manager or its representatives, agents, employees, or subcontractors, of its obligations under this Agreement.

b. The Corporation will not look to the Manager for Indemnification if the Manager has not caused the damage or injury that is the subject of a Claim or Suit.

8.3 Waiver of Subrogation. The parties release each other and their respective Authorized Representatives, from any claims for damage to any person, the Facility, or any fixtures, personal property, improvements, and alterations of either party in or about the Facility that are caused by or result from risks insured against under any insurance policies required to be carried by the parties under this Agreement, whether or not the cause thereof results from the negligence (whether ordinary or gross of any party to this Agreement). The parties agree to cause the issuers of the insurance policies required to be maintained by them hereunder to include waivers of the rights of recovery and subrogation.

8.4 Survival. All obligations of the parties under this Article 8 shall survive the expiration or early termination of this Agreement.

ARTICLE 9

TERMINATION

9.1 Termination for Cause. Either party may terminate this Agreement for cause by written notice upon the occurrence of a Material Breach, as defined in Section 10.1, by the other party and the failure of the breaching party to cure the Material Breach in accordance with Section 10.1.

9.2 Automatic Termination. This Agreement shall terminate automatically, without action or notice by either party, upon the occurrence of any of the following: Manager files or has filed against it a voluntary or involuntary petition in bankruptcy or a voluntary or involuntary petition or an answer seeking reorganization, an arrangement, readjustment of its debts, or for any other relief under the Bankruptcy Code, as amended, or under any other state or federal insolvency act or law not dismissed within sixty (60) days thereof; or any action by Manager indicating its consent to, approval of, or acquiescence to the appointment of a receiver or trustee for all or a substantial part of its property; the making by such party of an assignment for the benefit of creditors, the inability of Manager or its admission in writing of its inability to pay its debt as they mature, or the liquidation, dissolution or termination of the corporation or partnership existence of Manager or the failure of the City of Austin to appropriate funds sufficient to meet the budget for the succeeding year, subject to the provisions of Sections 4.7 and 4.8.

9.3 Surrender of Improvements. Upon expiration or termination of this Agreement, Manager shall promptly surrender the Facility to Corporation, returning all balances in the Operating Fund to Corporation, leaving equipment, supplies, manuals, books, records, and inventories that are the property of Corporation or from funds made available by Corporation, and Corporation shall immediately make all payments due Manager as set forth in this Agreement. Manager shall also deliver all documents, records, and other non-proprietary work product generated by Manager for Corporation during the term of this Agreement.

ARTICLE 10

DEFAULT AND REMEDIES

10.1 Material Breach. Each of the following shall constitute a "Material Breach" under this Agreement:

- a. Failure to pay when due any amount required to be paid under this Agreement, if the failure continues for thirty (30) days after written notice has been given to the breaching party;
- b. Failure to perform any other obligation under this Agreement, if the failure to perform is not cured within thirty (30) days after written notice has been given to the

breaching party, except that if the breach cannot reasonably be cured within thirty (30) days, a Material Breach shall not be deemed to have occurred if the breaching party begins to cure the breach within the thirty (30) day period and diligently and in good faith continues to pursue the cure of the breach.

10.2 Interest on Delinquent Payments. Interest shall accrue on any sums not paid when due from the date on which a default notice is given until paid at an annual rate equal to the lesser of 12% per annum or the maximum non-usurious rate of interest permitted by applicable law.

10.3 Notice of Breach. Each party shall promptly notify the other party in writing of any act or omission believed to be a breach of this Agreement. In order to be effective for purposes of Section 10.1 and 10.2, a notice of a breach must state that it is a notice of breach and must specify the act or omission alleged to constitute a breach of this Agreement.

10.4 Rights of Non-Breaching Party. If a Material Breach occurs and is not waived in writing by the non-breaching party, then the non-breaching party shall have the following remedies which are not exclusive but cumulative in addition to any other remedies now or later allowed by law or in equity:

- a. The right to cure, at the breaching party's cost and expense, any Material Breach and recover such costs together with interest thereon as provided in Section 10.2;
- b. The right to sue to collect any sums not paid when due, together with interest accrued thereon as provided in Section 10.2;
- c. The right to sue to collect damages and attorneys fees suffered by the non-breaching party by reason of the occurrence of a Material Breach other than breach in the payment of money;
- d. The right to terminate this Agreement; or
- e. The right to injunctive relief including seeking specific performance of the breached obligation.

10.5 Inaction. Inaction on a breach of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 Notices. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with

receipt acknowledged) or three (3) days after mailing the same (by certified mail, return receipt required) with proper postage prepaid, or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery, to be confirmed in writing by such courier, or when faxed, telegraphed, or telexed to a party, at such party's address set forth below or at such other address as a party may designate by notice given to the other in accordance with the foregoing.

To Corporation:

President, Austin-Rosewood Community Development Corporation
c/o Director, Parks and Recreation Department
City of Austin
P.O. Box 1088
Austin, Texas 78767-8828

With a copy to:

City Attorney
City of Austin
P.O. Box 1088
Austin, Texas 78767-8828

To Manager:

President, SMG
300 Four Falls Corporate Center
300 Conshohocken State Road
West Conshohocken, PA 19428

With a copy to:

Facility General Manager
Millennium Youth Entertainment Complex
1156 Hargrave St.
Austin, TX 78702

Notice shall, in all events, be effective upon receipt by the addressee except that notice by facsimile electronic transmission shall, if received after 5:00 p.m. or any day which is not a business day, be deemed received on the next following business day.

11.2 Amendments. This Agreement may be amended only by the written consent of the parties.

11.3 Title and Captions. All articles or section titles or captions in this Agreement are for convenience of reference only. They should not be deemed to be part of this Agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this

Agreement. Except as specifically otherwise provided, reference to "Articles," "Sections," and "Schedules" are to be Articles and Sections of and Schedules to this Agreement.

11.4 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

11.5 Severability. Each provision of this Agreement shall be considered to be severable and, if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

11.6 Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors, and assigns but this provision shall not be deemed to permit any assignment by a party of any of his rights or obligations under this Agreement except as expressly provided herein.

11.7 Assignment. Manager shall not voluntarily assign or encumber its interest in this Agreement without first obtaining Corporation's written consent, provided, however, that such consent shall not be withheld if, for any reason, any assignment or encumbrance without Corporation's consent shall be void. Manager shall, however, have the right without Corporation's consent, to assign this Agreement as follows, provided the assignee has net worth comparable to Manager's net worth:

- a. to a general or limited partnership if
 1. Manager is a general partner and
 2. the partnership executes an agreement required by Corporation assuming Manager's obligation;
- b. to a corporation if
 1. Manager or its principals own the majority of the outstanding stock of the corporation entitled to vote on the election of directors and
 2. the corporation executes an agreement required by Corporation assuming Manager's obligations; or
- c. to a corporation with which Manager has merged or consolidated, to any principal of Manager or any parent or subsidiary of any such principal or of the Manager, or to a purchaser of all or substantially all of Manager's assets, if the assignee executes an agreement required by Corporation assuming Manager's obligations under this Agreement.

The provisions of this Section 11.7 shall not prohibit or restrict Manager's entering into subleases, contracts, concessions, or licenses for the operation of any portion of the Facility or of the business conducted in the Facility, subject to the terms of this Agreement. Furthermore, Manager shall have the right to pledge its rights to receive the fees to be paid Manager hereunder to any bank, insurance company, savings association, federal savings bank, or other institutional lender providing credit to Manager or any of its Affiliates.

11.8 Further Action. Each party, within thirty (30) days after notice from the other party, shall execute and deliver to the party a certificate stating that this Agreement is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications, and the other party is not, to the best of the party's knowledge, in default under this Agreement or stating the exact nature of any default alleged to have occurred.

11.9 Entire Agreement. This Agreement, including the attached exhibits, contains the entire agreement of the parties and supersedes all prior and contemporaneous agreement and understandings, oral or otherwise, among the parties with respect to the matters contained in this Agreement and may not be modified or amended except as set forth in this Agreement.

11.10 Counterparts. This Agreement may be executed in one or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute but one and the same instrument, binding upon the parties, notwithstanding that all of the parties may not have executed the same counterpart.

11.11 Applicable Law; Attorneys' Fees. This Agreement calls for performance and shall be performable in Travis County, Texas and shall be governed by, and construed and enforced in accordance with the laws of the State of Texas (without giving effect to principles of conflicts of law thereof), and venue for any dispute arising hereunder shall be exclusively in the state courts of Travis County, Texas. The prevailing party in any litigation or other similar proceeding relating hereto, or for the enforcement of the provisions hereof, shall be entitled to recover the reasonable attorneys' fees and other costs incurred by the prevailing party in such action.

11.12 Force Majeure. Neither party hereto shall be liable or responsible to the other party for delay, damage, loss, failure, or any inability to perform any of its respective obligations, covenants, and conditions caused by "Force Majeure" if notice is provided to the other party within ten (10) days of actual knowledge of the event of Force Majeure that such party is unable to perform. The term "Force Majeure" as used in this Agreement shall include the following: an act of God, strikes, lock-outs, war, riot explosions, industrial disturbances, acts or restraints of any government authority (civil or military), acts of the public enemy, laws, rules and regulations of Governmental Entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), civil commotion, blockades, insurrections, acts of terrorists or vandals, earthquakes, landslides, sinkholes, hurricanes, washouts, any material interruption of utilities at the Facility not willfully caused by a party hereto, a confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, epidemics, lightning, fire or other casualty, storm, floods, and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within control of the parties hereto and which by the exercise of due diligence could not be reasonably prevented or overcome. In no event, however, shall the failure to pay any liquidated sum of money by either party be an event of Force Majeure.

11.13 Confidential/Proprietary Information. Manager understands and acknowledges that both Corporation and City are subject to the Texas public information and open meetings laws and regulations, and that the ability of Corporation and City to maintain the confidentiality

of any information or data received pursuant to this Agreement will be subject to such laws and regulations. City shall notify Manager promptly in writing upon receipt by the Corporation or City of an open records or other request for information provided by or relating to Manager or the Facility.

11.14 No Third Party Beneficiary. Any agreement to perform any obligation or pay any amount and any assumption of liability herein contained, express or implied, shall be only for the benefit of Manager, Corporation, and the respective successors and permitted assigns (as expressly permitted in this Agreement), and such agreements and assumptions shall not inure to the benefit of any obligee, whomever, it being the intention of the undersigned that no one shall be or be deemed to be a third party beneficiary of this Agreement.

11.15 Gratuities and Kickbacks. It shall be a breach of Manager's obligations hereunder to offer, give, or agree to give any employee of Corporation or City or former employee of Corporation a gratuity or offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of any purchase request, influence in the consent of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity, in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to or solicitation of any contract or proposal therefore by Manager from Corporation or City.

11.16 Limitation of Liability.

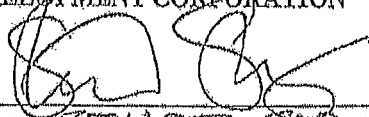
(a) Notwithstanding any contrary provision hereof, Corporation agrees that no partner, co-venturer, employer, agent, director, officer, shareholder, or Affiliate of Manager shall be personally liable to Corporation or anyone claiming by, through or under Corporation solely by reason of any default by Manager under this Agreement, any obligation of Manager to Corporation, or for any amount that may become due to Corporation by Manager under the terms of this Agreement or otherwise.

(b) Notwithstanding any contrary provision hereof, Manager agrees that no employee, official, agent, or director of the Corporation shall be personally liable to the Manager or anyone claiming by, through or under the Manager solely by reason of any default by the Corporation under this Agreement, any obligation of Corporation to Manager, or for any amount that may become due to Manager by Corporation under the terms of this Agreement or otherwise.


11.17 No Representation as to Operations Results. Corporation recognizes that Operating Revenues for the Facility are incapable of being estimated with reasonable certainty given that the entertainment industry as a whole fluctuates based upon general economic conditions, current trends in entertainment, available income of patrons, competitive facilities, and a variety of rapidly changing factors beyond the control of the Manager. Manager has made no and disclaims any purported or actual representation or warranty as to the financial results which can be expected from the ownership and operation of the Facility including, without limitation, the Operating Revenues or the accuracy of its projections and estimates thereof. Corporation recognizes and accepts that all Budgets and projections represent Manager's

estimate of the expected expenditures and revenues and that Manager is in no way responsible or liable if the actual expenditures and revenues are more or less than that projected; this does not waive Manager's responsibilities to keep Corporation apprised monthly of fluctuations in expenditures and revenues and to plan accordingly in accordance with the terms and conditions of this Agreement.

AUSTIN-ROSEWOOD COMMUNITY
DEVELOPMENT CORPORATION

By: 
Name: STUART STRONG
Title: Chair & President of ARCDC Board

SMG

By: 
Name: John F. Burns
Title: Chief Financial Officer

Facility Management Agreement
Exhibit C: Recreational Activity Improvements

A. Recreational Activity Programming, Access, and Utilization:

Establish utilization goals per program area

2. Beginning upon signature of this Agreement, implement 3 of the new program ideas below in year one, and implement 2 additional new program ideas each following year. Select from the list below:

Develop membership incentives

Expand theme nights per community input

Utilize access passes for patrons (e.g., wrist band; stamp) allowing patrons to re-enter activities in same day

Reservations:

7-day reservation and payment access (online)

Celebrate Juneteenth and anniversary MYEC Open House - Invite entire community

Restore designated tots area/activities/hours (consider flexible set/take down amenities)

Expand entertainment venues to include small-scale performing arts venues: e.g. for concerts; rapping and singing contests; standup comedy nights

Add programming

Resume teen dances

Offer competitive game leagues

Poetry slams and creative writing contests

Offer facility for community meetings at rates specified in the City Council approved fee schedule (that are for non-fund raising purposes) if they occur during business hours and do not interfere w/ facility operations or reservations, or require additional staff resources

Set up/offer activity areas: table games (e.g., cards, chess backgammon competitions)

Summer camp program that offers an affordable package of activities (5-day camp registration, MYEC supervised activity, play)

B. Recreational Services Feedback:

Implement community-wide focus group input meetings every 2 years, beginning 2010

Improve refund policy: when facility is unable to offer services per agreement:

Patron should be notified in writing

Offered a comparable service(s) or amenity, as an option

Confirm patron's decision to acceptance or reject the comparable service offer, in writing

Refund the patron upon request the appropriate value of the service not rendered

Establish a written complaints resolution process: Document, track, and report a summary of customer complaints and complaints resolution to ARCDC, at least quarterly.

C. Recreational Activity Outreach:

1. Publicize facility and programming as City of Austin owned and funded; add City logos to all advertising and building signs; comply with City of Austin/Parks & Recreation Department guidelines for publications

2. Maintain an accurate and updated website, including:

Hours of Operation

Event Calendar

Reservation Procedures & Accurate Fees

Refund Policy

Report Community Outreach Efforts to the corporation

Facility Management Agreement
Exhibit D: Sample Media Activity Report

Austin-Rosewood Community Development Corporation
Millennium Youth Entertainment Complex

Inquiry

Media Inquiry Submitted by:		Facility: Millennium	
Media Inquiry Assigned To:		Cell/Pager:	
Media Affiliate:	Media Type:**	Media Representative:	Phone Number:

** Note whether media inquiry type is newspaper, radio, television, etc.

Report

Submitted by:		Facility: Millennium	ID:
Assigned To:		Cell/Pager	
Description:			
Response/Action:			
Media Affiliate:	Media Type:	Media Representative:	Phone:
Attachments:			

Questions regarding form completion may be directed to Victor Ovalle, City of Austin Parks and Recreation Department Public Information Officer, at 974-6745.