

1 **..Title**

2 **Lease of City Property: Spring 2020 Boat Shows** – For the purpose of authorizing a lease of
3 certain municipal property located at the City Dock, surrounding areas and boat moorings in
4 Annapolis, Maryland as more fully described in the Lease Agreement with Cruisers University,
5 Inc., t/a Annapolis Spring Sailboat Show, in April 2020, to conduct boat shows.

6 **..Body**

7 **CITY COUNCIL OF THE**
8 **City of Annapolis**

9
10 **Ordinance 39-16**

11
12 **Introduced by: Mayor Pantelides, Alderman Budge and Alderman Littmann**

13
14 **Referred to:**

15 **Economic Matters Committee**

16 **Environmental Matters Committee**

17 **Finance Committee**

18
19 **AN ORDINANCE** concerning

20
21 **Lease of City Property: Spring 2020 Boat Shows**

22
23 **FOR** the purpose of authorizing a lease of certain municipal property located at the City Dock,
24 surrounding areas and boat moorings in Annapolis, Maryland as more fully described in
25 the Lease Agreement with Cruisers University, Inc., t/a Annapolis Spring Sailboat
26 Show, in April 2020, to conduct boat shows.

27
28 **WHEREAS,** Cruisers University, Inc., t/a Annapolis Spring Sailboat Show, desires to lease
29 certain municipal property for the purpose of conducting boat shows; and

30
31 **WHEREAS,** the Annapolis City Council believes that these proposed boat shows would inure
32 to the benefit of the City; and

33
34 **WHEREAS,** a lease agreement setting forth details of the rental has been prepared and is
35 considered satisfactory; and

36
37 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the passage
38 of an ordinance to authorize the lease.

39
40 **NOW THEREFORE,**

41
42 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS**
43 **CITY COUNCIL** that the proposed lease between the City of Annapolis and Cruisers
44 University, Inc., t/a Annapolis Spring Sailboat Show, for the rental of certain municipal
45 property at the City Dock and other property and water locations in Annapolis, Maryland during
46 April 2020, specifically described in the Lease Agreement, a copy of which is attached hereto

1 and made a part hereof, hereby approved and the Mayor is hereby authorized to execute the lease
2 on behalf of the City of Annapolis.
3

4 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**
5 **ANNAPOLIS CITY COUNCIL** that it is expressly found by the City Council that the property
6 to be leased will better serve the public need for which the property was acquired by stimulating
7 local interest in the boating industry, encouraging visitors and residents of the City to visit the
8 harbor and dock area, by generating tax revenues and rental income to the City and otherwise
9 providing economic benefits to the City.
10

11 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY**
12 **THE ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its
13 passage.
14

15
16 **EXPLANATION**

17 CAPITAL LETTERS indicate matter added to existing law.

18 [brackets] indicate matter stricken from existing law.

19 Underlining indicates amendments
20

1 of this space. A copy of such letter of permission or separate agreement shall be
2 provided to Lessor.
3

4 v. The State Dock Parcel (or the North Bulkhead City Dock Parcel) adjacent to Susan
5 Campbell Park, from Tuesday, April 21, 2020 at 5:00 PM through Tuesday, April 28,
6 2020 at 5:00 PM loaned to the National Sailing Hall of Fame (“NSHOF”) by Lessor
7 under the terms of a Memorandum of Understanding between the State of Maryland,
8 Department of Natural Resources, Lessor and the NSHOF dated November 18, 2005
9 as amended by Addendum dated October 23, 2006.

10
11 vi. PG Street Compound from Monday, April 20, 2020 at 12:01 AM through Tuesday,
12 April 28, 2020 at 5:00 PM.
13

14 (b) Any separate agreement(s) and/or letter(s) of permission obtained pursuant to
15 Section 1.1(a) of this Lease, as may be needed, shall be attached to this Lease as **Exhibit B** upon
16 execution and completion. Such attachment may occur after full execution of this Lease.
17

18 (c) Lessee shall only use the Premises for the purpose of holding a boat show (the
19 “Show”).
20

21 (d) Lessee shall hold the Show on the Premises only during the dates and times
22 described above in this Section 1.1, as may be extended as set forth in this Lease (collectively,
23 the “Term”).
24

25 (e) The Premises shall not be open to the public before 10:00 AM or after 6:30 PM
26 during the Term of this Lease. This time restriction shall not apply to private events authorized
27 by Lessee.
28

29 Section 1.2. Rent:

30
31 (a) Except as may be adjusted by Sections 1.4 and/or 2.3 of this Lease, the “Rent”
32 shall be the greater of either: (i) fifty percent (50%) of Lessee’s gross receipts (after deduction of
33 admission taxes) from Lessee’s sale of tickets for admission to the Show during the Term of this
34 Lease (collectively, the “Ticket Sales”) or, (ii) Fifteen Thousand Nine Hundred Fifty-Three
35 Dollars and No Cents (\$15,953.00) (the “Minimum Payment”).
36

37 (b) Lessee shall pay Lessor the Rent, in full, within thirty (30) calendar days of the
38 close of the Shows. If the Rent is based on the Ticket Sales, rather than the Minimum Payment,
39 then the Rent shall be paid to Lessor simultaneously with Lessee’s payment of its State of
40 Maryland admissions tax. Lessee shall also submit a copy of its Maryland State Admissions and
41 Amusement tax report/return and such other proof of gross receipts from the Ticket Sales as may
42 be reasonably requested by Lessor’s Director of Finance to: Director Department of Finance at
43 160 Duke of Gloucester Street, Annapolis, Maryland 21401. Copies of such payment and proof
44 of gross receipts shall be provided to Lessor’s Harbormaster at 1 Dock Street, Annapolis,
45 Maryland 21401.
46

1 Section 1.3. City Fees:

2
3 (a) In addition to the Rent, Lessee shall reimburse Lessor the sum of Zero Dollars
4 and No Cents (\$00.00) for the costs incurred by Lessor as a result of Lessee's use of the
5 Premises, including, but not limited to, utilities, inspections, parking and transportation, facilities
6 and services, trash and recycling services, police services, fire services, and other safety services
7 (collectively, the "City Fees"). Lessee shall pay Lessor the City Fees, in full, at the same time
8 Lessee pays the Rent.

9
10 (b) *Police Services:* In exchange for the City Fees, Lessor shall provide police
11 services related to traffic control outside the Premises, security for Lessee's office within the
12 Premises, and liaison with Lessee's security guards inside the Premises.

13
14 (c) *Fire Services:* In exchange for the City Fees, Lessor shall provide fire protection
15 as required for the Show. Following the erection of all booths and other Show structures as
16 described in Article VII of this Lease, but before the Show opens, the parties shall meet at the
17 Premises to assure compliance with Lessor's Fire Department regulations and accessibility of
18 fire lanes and turning radius. No open flame devices or running of watercraft propulsion engines
19 shall be permitted on the Premises during the open hours of the Show.

20
21 (d) *Utilities:* In exchange for the City Fees, Lessor shall provide water and electricity
22 as required for the Show. Lessee, at its own expense, shall install all temporary electrical
23 equipment, lines and devices required to provide power to the Premises in compliance with the
24 National Electric Code.

25
26 (e) *Trash and Recycling:* In exchange for the City Fees, Lessor shall provide an
27 adequate number of trash and recycling dumpsters outside the Premises for the use by Lessee
28 during the Term of this Lease, and Lessor shall also provide for the prompt removal of all trash,
29 refuse and recycling materials deposited into these dumpsters during the Show. Lessee, at its sole
30 expense, shall provide an adequate and equal number of trash and recycling containers for its use
31 within the Premises during the Term of this Lease, shall regularly empty such containers into
32 Lessor-provided dumpsters, and shall also provide for the prompt removal of all such containers
33 from the Premises after the Show.

34
35 Section 1.4. Revisions to the Premises:

36
37 (a) Lessor shall have the right to decrease the area of the Premises in order to reflect
38 any change in ownership or infrastructure, provided written notice is furnished to Lessee on or
39 before November 1, 2019. In the event the total Premises area (measured in square feet) is
40 reduced by any action of Lessor under this Section 1.4, the Rent due and payable shall be
41 reduced in direct proportion to the reduction in total Premises area. Lessee shall present
42 documentation including measurements and calculations to support any claim of reduced
43 Premises.

44
45 (b) Lessee shall have the right to request to decrease the area of the Premises in order
46 to reflect any change in the Shows, provided a written request is furnished to Lessor on or before

1 November 1, 2019. Any such change shall be subject to Lessor's written approval, which
2 approval shall not be unreasonably withheld. If such a decrease is approved by Lessor, Lessee
3 shall be entitled to a pro rata reduction in the Rent, but only if the Rent is based on the Minimum
4 Payment. Lessee shall not be entitled to a reduction in the percentage of Ticket Sales due to
5 Lessor if the Rent is based on such Ticket Sales.

6
7 (c) Any increase in the area of the Premises requires an amendment to this Lease,
8 signed by both parties.

9 10 ARTICLE II

11
12 Section 2.1. Number of Days: Lessor grants to Lessee the right to add one (1) day to the
13 Show for general public admission. Lessee shall also have the right, in its sole discretion, to
14 reduce the number of days of the Show. Lessee shall provide written notice of such intention no
15 later than thirty (30) calendar days before the opening of the Show governed by this Lease.

16
17 Section 2.2. Dates of the Show: Lessor grants to Lessee the right to shift the dates of the
18 Show and the Term of the Lease to exactly one (1) week earlier in that same calendar year (i.e.
19 April 13, 2020 through April 21, 2020). Lessee shall provide written notice of such intention no
20 later than sixty (60) calendar days before the opening of the Show governed by this Lease.

21
22 Section 2.3. Adjustment to Rent: The Rent, but only if based on the Minimum Payment,
23 and the City Fees shall be increased or reduced proportionately if Lessee exercises its rights to
24 extend or shorten the number of Show days pursuant to Section 2.1. All of the other provisions
25 of the Lease shall remain in full force and effect.

26
27 Section 2.4. Other Boat Shows: Excluding any lease to United States Sailboat Show,
28 Inc. or United States Powerboat Show, Inc., Lessor shall not lease the Premises for the purpose
29 of holding boat shows on the Premises from April 1st through November 1st in the year of 2020.
30 Lessee may, within its sole discretion, provide written authority to waive this restriction. This
31 restriction shall be deemed to be automatically waived by Lessee in the event the Show is
32 reduced to less than one (1) ten (10) hour day pursuant to Section 2.1.

33 34 ARTICLE III

35 36 Section 3.1. Use of the Premises:

37
38 (a) Lessee is authorized to use existing and normal ingress to and egress from the
39 Premises, and existing and normal street and harbor lighting, all without additional charge.

40
41 (b) Amplified music or other amplified sound on the Premises shall not exceed the
42 maximum decibel levels specified in Chapter 11.12 of the City Code, as may be amended.

43
44 (c) Lessee shall be prohibited from selling alcoholic beverages on the Premises
45 during the Show.

46

1 (c) Lessee shall submit to Lessor an initial diagram of its proposed use of the
2 Premises at least thirty (30) calendar days prior to the Show, and shall continue to submit
3 updates of such diagram (as needed) up to the date of the opening of the Show. Lessor shall
4 obtain final Lessor approval of the final (updated) diagram prior to opening the Show, which
5 approval shall not unreasonably be withheld or delayed.
6

7 Section 3.2. Pre-Show Meetings and Inspection: At no additional cost to Lessee and
8 prior to the opening of the Show, representatives of Lessor’s Department of Neighborhood and
9 Environmental Programs, Police Department, Fire Department, Office of Emergency
10 Management, Harbormaster, and Department of Public Works shall inspect the Premises and
11 nearby areas with Lessee’s representative(s) to determine compliance with Lessor requirements,
12 and for determination of the condition of the Premises. Written approval by representatives of
13 these Lessor departments shall be required before Lessee may open the Show. The opening of
14 the Show shall not be delayed by any Lessor department whose representative is not present for
15 this pre-inspection. Lessor shall not refuse permission to open the Show or any part of the Show
16 under this Section unless a threat to health or safety has been identified. Lessor shall make every
17 effort to limit that part of the Show not opened in the event of such threat, and to allow Lessee to
18 open the closed portion of the Show as soon as the threat is abated to Lessor’s satisfaction.
19

20 Section 3.3. Transportation: Lessee shall prepare and submit a written “Transportation
21 Plan” with a parking element to Lessor’s Director of Transportation at 308 Chinquapin Round
22 Road, Annapolis, Maryland 21401, with a copy to Lessor’s Harbormaster at 1 Dock Street,
23 Annapolis, Maryland 21401. The Transportation Plan shall address matters specified by Lessor’s
24 Director of Transportation, and shall be submitted to that director no later than April 15, 2020.
25 Except for public ways within the Premises, the Transportation Plan shall not provide for the
26 closure of any street or restrict parking to only those associated with the Show. Moreover in
27 publicizing the Show, Lessee shall direct all persons attending the Show to park their vehicles at
28 satellite lots and ride a shuttle to the site of the Show. Upon receipt of the Transportation Plan,
29 Lessor’s Director of Transportation shall make copies available to all relevant agencies,
30 including, but not limited to, those listed in Section 3.2, and to interested parties who have
31 requested a copy.
32

33 ARTICLE IV

34

35 Section 4.1. Insurance: Lessee, at its sole expense, shall obtain and keep in full force
36 and effect comprehensive commercial general liability insurance of no less than Two Million
37 Dollars (\$2,000,000.00) combined single limit, bodily injury and property damage, and Eight
38 Million Dollars (\$8,000,000.00) umbrella policy, which shall be effective during the Lease’s
39 Term and the entire period of time during which Lessee shall use or occupy the Premises or any
40 part of the Premises.
41

42 Section 4.2. Additional Insured: The insurance policy or policies shall specifically name
43 the “City of Annapolis, its elected officials, appointees, directors, employees, agents, contractors
44 and representatives” as additional insureds, and insure against any and all loss, costs, damages,
45 and expenses suffered by any person or to any property, including property owned by Lessor,
46 due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents,

1 employees, vendors, subtenants or contractors, directly or indirectly, in connection with this
2 Lease or the use of the Premises or any part of the Premises by Lessee, its officers, agents,
3 employees, vendors, subtenants or contractors.
4

5 Section 4.3. Insurer: Lessee's insurer or insurers shall be authorized to write the
6 required insurance, approved by the Insurance Commissioner of the State of Maryland, and
7 subject to the approval of Lessor's City Attorney. The form and substance of Lessee's insurance
8 policy or policies shall also be subject to reasonable approval by Lessor's City Attorney, and
9 shall be submitted to the City Attorney at 160 Duke of Gloucester Street, Annapolis, Maryland
10 21401, with a copy to Lessor's Harbormaster at 1 Dock Street, Annapolis, Maryland 21401, for
11 such approval not less than thirty (30) calendar days prior to Lessee's occupancy of the Premises.
12 The policy or policies of insurance shall then be secured by Lessee and filed with the City
13 Attorney not less than fifteen (15) calendar days prior to Lessee's occupancy of the Premises. No
14 approvals pursuant to this Section 4.3 shall be unreasonably withheld or delayed.
15

16 Section 4.4. Notice: The certificate for each insurance policy or policies shall contain a
17 statement on its face that the insurer will not cancel the policy or fail to renew the policy,
18 whether for nonpayment of premium, or otherwise, whether at the request of Lessee or for any
19 other reason, except after thirty (30) calendar days advance written notice mailed by the insurer
20 or Lessee to Lessor's City Attorney, and that such notice shall be transmitted postage prepaid,
21 return receipt requested.
22

23 Section 4.5. Lessee's Obligations: The obligations of Lessee under this Article are part
24 of but do not limit or satisfy Lessee's obligations under the remainder of this Lease.
25

26 ARTICLE V

27

28 Section 5.1. Indemnity: Lessee shall forever indemnify, defend and hold harmless
29 Lessor, its elected officials, appointees, directors, employees, agents, contractors and
30 representatives, from and against any and all claims, suits, actions, judgments, and liability for
31 loss, injury, damages and/or expenses suffered or alleged to have been suffered during the
32 Lease's Term by any person or to any property due to or alleged to be due to an act, omission or
33 the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors,
34 directly or indirectly, in connection with this Lease or the use and occupancy of the Premises or
35 any part of the Premises, by Lessee, its officers, agents, employees, vendors, subtenants or
36 contractors.
37

38 Section 5.2. Reimbursement: Lessee shall reimburse Lessor, within thirty (30) calendar
39 days after demand for such reimbursement, for any damage done to Lessor's buildings, facilities,
40 equipment or property caused by an act, omission or the negligence of Lessee, its officers,
41 agents, employees, vendors, subtenants or contractors, during the Lease's Term or Lessee's use
42 and occupancy of the Premises or any part of the Premises. Lessee may request Lessor to provide
43 reasonably sufficient documentation or other proof of such damage prior to any reimbursement.
44 If Lessee disputes any request for reimbursement, it may appeal such request to the City
45 Manager and/or his/her authorized designee for review and reconsideration.
46

1 **ARTICLE VI**

2
3 **Section 6.1. Security:** Lessee shall contract with and pay, as independent contractors,
4 security guards from an agency duly licensed by the State of Maryland, in numbers sufficient to
5 maintain security, peace and order at the Show inside the Premises during the entirety of the
6 Lease's Term.
7

8 **ARTICLE VII**

9
10 **Section 7.1. Interior Construction:** Lessee shall have the right to construct, install or
11 erect seats, platforms, booths, tanks, scaffolding, rigging, floating piers, pilings, docks, catwalks,
12 tents, exhibits, and any other apparatus or structure which Lessee may deem necessary or
13 desirable for the purpose of presenting the Show. Lessee shall have the right to erect and
14 construct a temporary fence so as to enclose the Premises in such a manner as to limit entry onto
15 the Premises through controlled entrances. Such fence shall not contain barbed wire, razor wire
16 or any similar materials.
17

18 **Section 7.2. Exterior Construction:** Wherever necessary to provide for pedestrian traffic,
19 Lessee shall erect and construct temporary wooden sidewalks outside of the Premises where the
20 existing sidewalks are enclosed in the Premises by a temporary fence described in Section 7.1.
21 All temporary sidewalks shall be handicap accessible and illuminated during hours of darkness,
22 and maintained by Lessee in a safe and secure condition.
23

24 **Section 7.3. ADA and Other Permits:** Lessee hereby assumes exclusive responsibility
25 for compliance with any and all applicable provisions of the Americans with Disabilities Act of
26 1990 (ADA), as amended from time to time, at the Premises, during the entire time that Lessee
27 uses or occupies the Premises or any part of the Premises. Subject to the inspection provisions of
28 Section 3.2 of this Lease, and to standard public safety and health approvals, any and all permits,
29 licenses or authorizations required to be obtained from Lessor by Lessee during the Term of this
30 Lease for the purpose of constructing or erecting the temporary structures described in this
31 Article VII and for operating the Show, shall be deemed granted and issued upon the execution
32 of this Lease by Lessor and Lessee. All other federal, state or county permits, which may be
33 required, shall be the sole responsibility and expense of Lessee.
34

35 **ARTICLE VIII**

36
37 **Section 8.1. Cleanliness:** Lessee shall be responsible for keeping the Premises free of
38 debris, trash and refuse, which shall be placed in the containers and the dumpsters specified in
39 Section 1.3(e).
40

41 **Section 8.2. Sanitation and Toilets:** Lessee shall, at its sole expense, provide adequate
42 and sanitary toilet facilities throughout the Premises for use by the general public and others
43 attending or participating in the Show, including sufficient ADA compliant sanitary toilet
44 facilities.
45

1 and the mention of any specified duty, liability or obligation imposed upon or assumed by Lessee
 2 or Lessor under this Lease shall not be taken or construed as a limitation or restriction upon any
 3 or all of the other duties, liabilities, or obligations imposed upon or assumed by Lessee or Lessor
 4 under this Lease. The remedies provided for in this Lease shall be construed to be cumulative
 5 and in addition to any other remedies provided in law or equity which Lessor or Lessee would
 6 have in any case. In no case shall a waiver by either party of the right to seek relief under this
 7 provision constitute a waiver of any other or further violation. The remedies provided in this
 8 Lease shall not be deemed exclusive of other remedies not specified.

9
 10 Section 11.2. Injunction: Lessor shall have the right to seek and obtain in any court of
 11 competent jurisdiction an injunction, without the necessity of posting a bond, to restrain a
 12 violation or alleged violation by Lessee of any term of this Lease, anything to the contrary
 13 notwithstanding.

14
 15 **ARTICLE XII**

16
 17 Section 12.1. Impossibility of Performance:

18
 19 (a) Notwithstanding any other terms or provisions of this Lease, in the event Lessor is
 20 temporarily or permanently prevented, restricted or delayed in the performance of any or all of
 21 the duties and obligations imposed upon or assumed by it hereunder, by act of the General
 22 Assembly of Maryland or the City Council of Annapolis, by a court of competent jurisdiction, by
 23 administrative delay not due to the fault of Lessor (and its members and agents), or by an
 24 unforeseen event, not due to the fault of Lessor (and its members and agents), including but not
 25 limited to fire, casualty, acts of God, strikes or other unforeseen occurrences which render
 26 impossible the fulfillment of this Lease, then Lessor shall not be liable directly or indirectly for
 27 any claims caused to or suffered by Lessee or any other person in connection with or as a result
 28 of such prevention, restriction or delay, and Lessee shall not be liable for the payment of Rent for
 29 the Term of the Lease. However, if such prevention, restriction or delay relates to not more than
 30 five percent (5%) of the Term of the Lease, the Show shall still be held and the Rent (only if
 31 based on the Minimum Payment) shall be prorated to account for the number of scheduled hours
 32 the Show is not open to the public.

33
 34 (b) Lessee shall not be responsible for delays in the performance of any or all of the
 35 duties and obligations imposed upon or assumed by it hereunder caused solely by unforeseeable
 36 causes beyond its control or the control of its subcontractors or suppliers of materials, such as
 37 fire, casualty, acts of God, strikes, or other unforeseen occurrences. However, if such delay
 38 relates to not more than five percent (5%) of the Term of the Lease, the Show shall still be held
 39 and the Rent (only if based on the Minimum Payment) shall be prorated to account for the
 40 number of scheduled hours the Show is not open to the public.

41
 42 (c) Lessor and Lessee shall work cooperatively to determine possible alternatives,
 43 solutions and/or remedies to any prevention, restriction, or delay that may occur.

44
 45 **ARTICLE XIII**

1 Section 23.4. Survival: Those sections in this Lease which by their nature are intended
2 to survive shall survive the termination of this Lease.

3
4 Section 23.5. Notice: Any notice required to be delivered shall be sent to the following
5 address and individual or such other address and/or such other individual as a party may identify
6 in writing to the other party:

7
8 To Lessor: Director, Recreation & Parks Department
9 273 Hilltop Lane
10 Annapolis, Maryland 21403

11
12 With a Copy to: City Attorney
13 160 Duke of Gloucester Street
14 Annapolis, Maryland 21401

15
16 To Lessee: Annapolis Boat Shows
17 980 Awald Road, Suite 302
18 Annapolis, Maryland 21403
19 Attn: Paul Jacobs, President

20
21 With a Copy to: Thomas J. Mulrenin, Esquire
22 Yumkas, Vidmar, Sweeney & Mulrenin, LLC
23 1919 West Street, Suite 200
24 Annapolis, MD 21401

25
26 Section 23.6. Entire Agreement: This Lease constitutes the sole and entire agreement of
27 the parties with respect to the subject matter of this Lease, and supersedes all prior and
28 contemporaneous understandings, agreements, representations and warranties, both written and
29 oral, with respect to the subject matter. Neither party has relied on any statement, representation,
30 warranty or agreement of the other party or of any other person on such party's behalf, including
31 any representations, warranties, or agreements arising from statute or otherwise in law, except
32 for the representations, warranties, or agreements expressly contained in this Lease.

33
34 Section 23.7. No Oral Amendments: No amendment to or rescission, termination,
35 cancellation or discharge of this Lease is effective unless it is in writing, identified as an
36 amendment to rescission, termination, cancellation or discharge of this Lease and signed by an
37 authorized representative of each party to this Lease.

38
39 Section 23.8. No Peddlers, Hawkers, Itinerant Merchant License: A license for peddlers,
40 hawkers, and itinerant merchants pursuant to Chapter 7.40 of the Annapolis City Code is not
41 required to be obtained by Lessee during the Term of this Lease and/or for the purpose of the
42 Show.
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EXHIBIT A
THE PREMISES

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3

EXHIBIT A SUPPLEMENT

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EXHIBIT B
SEPARATE AGREEMENT(S) / LETTER(S) OF PERMISSION

[Attach separate agreement(s) and/or letter(s) of permission,
as applicable and as completed].