

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2025-1050

Madam President:

I hereby move to amend Ordinance No. BL2025-1050 by replacing the Management Agreement that was originally filed with the updated Management Agreement attached to this amendment.

SPONSORED BY:

Kyonzté Toombs
Member of Council

Contract Abstract

Contract Information

Contract & Solicitation Title: Management of the Nashville Riverfront Amphitheater

Contract Summary: Contractor to manage the Nashville Riverfront amphitheater located in Riverfront Park on the west bank of the Cumberland River.

Contract Number: 6600212 Solicitation Number: 373409 Requisition Number: 4108940

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 347-844 - 12/31/2025

Type of Contract/PO: Other **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 1/01/2026 Estimated Expiration Date: 12/31/2035 Contract Term: 10 years

Estimated Contract Life Value: 0 Fund:* N/A BU:* N/A

(*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Scott Ferguson BAO Staff: Evans Cline

Procuring Department: Parks and Recreation Department(s) Served: Metro

Prime Contractor Information

Prime Contracting Firm: Nashville Riverfront Amphitheater, LLC ISN#: 1016201

Address: 1 Gaylord Drive City: Nashville State: TN Zip: 37214

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Joan Payson Email Address: jpayson@opry.com Phone #: 615-231-1512

Prime Contractor Signatory: Patrick Moore Email Address: pmoore@opry.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: Percent, if applicable:

Equal Business Opportunity (EBO) Program: Program Not Applicable

MBE Amount: MBE Percent, if applicable:

WBE Amount: WBE Percent, if applicable:

Federal Disadvantaged Business Enterprise: No

Amount: Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
AEG Presents LLC						163.81		Evaluated but not selected
Live Nation Worldwide, Inc						174.25		Evaluated but not selected
Mammoth, Inc						69.00		Did not advance to final round
Opry Entertainment Group						184.00		Awarded

AMPHITHEATER MANAGEMENT AGREEMENT**BY AND BETWEEN****THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY****AND****NASHVILLE RIVERFRONT AMPHITHEATER, LLC**

THIS AGREEMENT ("Agreement") is made and entered into, as of _____, 2025, between the Metropolitan Government of Nashville and Davidson County, a municipal corporation ("City") and Nashville Riverfront Amphitheater, LLC, a Tennessee limited liability company ("Manager"). Nashville Riverfront Amphitheater, LLC is an Affiliate (capitalized terms as defined below) of Opry Entertainment Group.

Whereas, City developed a first-class Amphitheater and Park on the west bank of the Cumberland River in downtown Nashville, Tennessee. The Amphitheater is to be used as a high-quality venue for live musical and other performances and civic events. The Park provides recreational opportunities for City residents and visitors.

Whereas, pursuant to the terms of this Agreement, Manager proposes to operate, manage and maintain the Amphitheater and supporting the defined venue grounds and buildings and to arrange for, promote and manage performances at the Amphitheater.

NOW, THEREFORE, in consideration of the premises, and for the terms, covenants and conditions herein contained, the parties mutually agree as follows:

1. **Definitions.** The following terms shall have the meanings given in this section:
 - a. "Affiliate" means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Manager. The term "control" (including the terms "controlled by" and "under common control with") means possession, direct or indirect, or the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.
 - b. "Amphitheater" means an outdoor amphitheater with a viewable capacity of no less than 6,800, as well as the supporting buildings and grounds as shown on Exhibit A-1.
 - c. "Park" means the public park surrounding the Amphitheater, as shown on Exhibit A-1.
 - d. "Amphitheater Public Access Areas" means those portions of the Amphitheater property that are open to the public; such open areas as currently defined are as shown on Exhibit A-2. Following completion of the Greenway Enhancements (as

defined below), the Amphitheater Public Access Areas will be as shown on Exhibit A-3.

- e. “Amphitheater Operating Expenses” means all actual, documented costs incurred by Manager in connection with a Fixed Civic Event or Non-Fixed Civic Event, including, without limitation, set up and clean-up costs, and costs for providing any services (including, without limitation, concession services) requested by City or a City-designated user (as applicable).
- f. “Applicable Law” shall mean any applicable constitution, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, award, permit, license, authorization, or requirement of any court, board, agency, commission, office, division, subdivision, department, body, authority of the United States, the State of Tennessee, City and any other governmental unit.
- g. “Applicable Standard” means:
 - i. Except as defined in subsection ii below, a standard of performance, operation (including bookings) and maintenance equal to or exceeding those generally applicable to comparable first-class live entertainment facilities operated by Manager or an Affiliate in the United States.
 - ii. With respect to prices, regulation of the advertising and serving of alcoholic beverages and products, the standard shall be equal to comparable facilities and amphitheaters located in the middle Tennessee area.
 - iii. With respect to the Facility, to a comparable first-class live entertainment venue operated in the United States.
- h. “Business Day” means a day on which the City is open for business.
- i. “Concert Season” means the period commencing on or about April 1 and ending on or about October 31 of each calendar year during the Term when Concert Events, Fixed Civic Events, Non-Fixed Civic Events counting as a Fully Amplified Event, and Manager-Promoted Amplified Community Events can be held. Manager Promoted Non-Amplified Community Events, Private Events, and Non-Fixed Civic Events that do not count as Fully Amplified Events can be programmed within or outside the concert season and do not count against the maximum cap of 45 Fully Amplified Events per year.
- j. “Amplified Events” means live music events that use sound amplifying equipment. These events may require compliance with noise control guidelines.
- k. “Fully Amplified Events” means Concert Events, Non-Fixed Civic Events which are Amplified Events with a decibel level greater than a Partially Amplified Event,

and Manager-Promoted Amplified Community Events. These events shall not exceed an 102dBa (A-weighted) at the Front of House (“FOH”) sound board before, during, or after the performance for any time greater than a five consecutive minute period. Additional Sound Mitigation Measures and requirements are included in Exhibit B. Manager shall not exceed a total of 45 Fully Amplified Events per year without prior written approval. The 10EaZy dBa sound monitoring system will be utilized.

- l. “Partially Amplified Events” means all Private Events, Manager-Promoted Non-Amplified Community Events and Non-Fixed Civic Events or other events with amplified sound that are not a Fully Amplified Event. Partially Amplified Events will adhere to a lower dBa limit than a Fully Amplified Event, specifically not to exceed 96dBa (A-weighted) LEQ at the FOH sound board before, during, or after the performance for any five consecutive minute period. The 10EaZy dBa sound monitoring system will be utilized. Partially Amplified Events shall be excluded from the Fully Amplified Events maximum cap of 45 Fully Amplified Events per year.
- m. “Non-Fixed Civic Events” means public events, festivals, performances, charitable benefits, fundraising events, sporting contests, dances, meetings, lectures, ceremonies or other gatherings arranged or permitted by City and not promoted by Manager or an Affiliate. The number of Non-Fixed Civic Events that are Fully Amplified Events shall not exceed three (3) per year during the Concert Season without Manager’s prior written consent. Non-Fixed Civic Events are not limited if they are not Fully Amplified but such events still require Manager’s prior written consent, which shall not be unreasonably withheld, delayed or conditioned. City shall endeavor to provide the proposed list of Non-Fixed Civic Events no later than January 31 (as outlined in section 21) or four months’ notice. City and Manager shall work in good faith to accommodate dates less than four months’ notice. Priority for booking and holds for such dates shall be given to Concert Events and Manager-Promoted Amplified Community Events. Non-Fixed Civic Events shall be excluded from the Fully Amplified Events maximum cap of 45 Fully Amplified Events per year.
- n. “Fixed Civic Events” means City festivities, musical performances and other entertainment on July 4 of each year (including set up and removal) and the event known as the CMA Music Festival (hereafter defined as “CMA”, which festival occurs over eight consecutive days including set-up and removal). Each year during the Term, City shall have the right to use the Amphitheater for the Fixed Civic Events. If a Fixed Civic Event takes place on multiple days, it shall constitute only one Fixed Civic Event. The number of Fixed Civic Events shall not exceed two (2) per year without Manager’s written consent. Fixed Civic Events shall be excluded

from the Fully Amplified Events maximum cap of 45 Fully Amplified Events per year. Manager shall not schedule Concert Events or other uses of the Amphitheater during days reserved for Fixed Civic Events. City shall notify Manager no later than October 1 of each year of the dates for the CMA for the following year. Manager shall have the exclusive right to book and produce all Concert Events, Manager-Promoted Amplified Community Events, Manager Promoted Non-Amplified Community Events and Private Events at the Amphitheater and shall have priority rights over Non-Fixed Civic Events in booking and scheduling events for dates other than those reserved for the Fixed Civic Events.

City reserves the right to add December 31 as a Fixed Civic Event if such event were to be relocated to the Downton area and encompassing the Amphitheater.

- o. “Manager-Promoted Amplified Community Events” means public events, festivals, Symphony Events, Grand Ole Opry shows, fairs and other events intended to support and diversify the local community entertainment, culture building, and performing arts offerings in Nashville, and specifically leverage local brands and/or Nashville-specific iconic brands and assets (e.g., The Grand Ole Opry, Nashville Symphony, Tennessee Titans, Nashville Predators, Nashville SC). These are events that are held, conducted or presented at the Amphitheater and/or in partnership with the Park, which are promoted or managed by Manager or an Affiliate and are not Concert Events, Fixed Civic Events or Non-Fixed Civic Events. These events can take place during the daytime or evening. The number of Manager-Promoted Amplified Community Events shall not exceed ten (10) per year without City’s written consent and shall be considered included in the Fully Amplified Events maximum cap of 45 Fully Amplified Events per year. In the event Manager proposes to organize a multiday Manager-Promoted Amplified Community Event such as an Opry show series or three-day festival, Manager may request such event series be counted as one event (similar to the CMA Fixed Civic Event counting as one event) applicable towards the maximum cap of 45 Fully Amplified Events per year. The City shall favorably consider this special exception request in its good faith discretion and shall provide response to such request in writing.
- p. “Manager-Promoted Non-Amplified Community Events” means public events, festivals, fairs and other events intended to support and diversify the local community entertainment, culture building, and performing arts offerings in Nashville, and specifically leverage local brands and/or Nashville-specific iconic brands and assets (e.g., Holiday Celebrations, Tennessee Titans, Nashville Predators, Nashville SC). These are events that are held, conducted or presented at the Amphitheater and/or in partnership with the Park, which are promoted or managed by Manager or an Affiliate and are not Concert Events or Civic Events. These are events that do not typically have meaningful amplified sound and will

adhere to a lower dBa limit than Partially Amplified Events. These events can take place during the daytime or evening. The number of Manager-Promoted Non-Amplified Community Events will not be limited, and, for clarity, these are excluded from the Fully Amplified Events maximum cap of 45 Fully Amplified Events per year. For purposes of this Agreement, Manager-Promoted Amplified Community Events and Manager-Promoted Non-Amplified Community Events are collectively “Manager-Promoted Community Events”.

- q. “Private Events” means venue rental events that utilize all or a portion of the Amphitheater that are not open to the public and do not include a public sale of tickets to the event. These are events managed by Manager or its Affiliates and do not count as a Concert Event or Manager-Promoted Community Event. Private Events shall be excluded from the Fully Amplified Events maximum cap of 45 Fully Amplified Events per year.
- r. “Symphony Events” means performances of the Nashville Symphony. The number of Symphony Events shall not exceed three per year without Manager's written consent. For the avoidance of doubt, Symphony Events will be considered a Manager-Promoted Amplified Community Event as previously defined.
- s. “Concert Events” means all Fully Amplified Events which are live music performance concert events (whether single or multi-day) held, conducted or presented at the Amphitheater, which are promoted or managed by Manager or an Affiliate and are not Manager-Promoted Amplified Community Events (which include Symphony Events) Manager-Promoted Non-Amplified Community Events, Private Events, Non-Fixed Civic Events or Fixed Civic Events. The number of Concert Events shall not exceed thirty-five (35) per year without City's prior written permission and City shall provide written approval or denial within 3 Business Days of receipt of request for additional Concert Events unless Manager notes greater urgency, which City will use best efforts to accommodate. Manager shall provide a schedule of Concert Events, including the date, and projected hours, within fifteen (15) days following the start of each calendar quarter, or more frequently as requested. By way of illustration and not by limitation, events featuring the following types of entertainment and artists shall be included within the definition of Concert Events:
 - i. Contemporary music, rock and roll music, pops music and jazz music;
 - ii. Adult contemporary performers;
 - iii. Theatrical performances and national Broadway tours;
 - iv. Country music;

- v. Rhythm and blues music;
 - vi. Gospel and contemporary Christian music;
 - vii. Music festivals;
 - viii. Electronic dance music;
 - ix. Children's shows and entertainment; and
 - x. Comedy performers.
- t. “Title Sponsor” means an entity that pays for the privilege of having its name, product or image identified or associated with the Amphitheater as the official name and branding of the Amphitheater.
- u. “Facility” collectively means all improvements situated within the site and developed for use in conjunction with the Amphitheater, including without limitation, the following: (i) the Amphitheater; (ii) office space to support Facility operations; (iii) concessions sales areas and other improvements necessary to support the Facility; (iv) all seating incorporated into the Amphitheater; (v) VIP area improvements; (vi) parking areas and circulation to support back of house operations, including, without limitation, employees, management, concessionaires, deliveries, tour buses and customary touring trucks, and performers; and, (vii) perimeter enclosure and ticketed entry facilities. For avoidance of doubt, any personal property purchased by Manager and used in the operation of the Amphitheater (including but not limited to Manager FF&E), whether or not temporarily or permanently affixed to the real property, shall remain the property of Manager and shall not be included in the items that comprise the Facility and may be removed by Manager upon the expiration of the Term (as defined below).
- v. “Manager” means Nashville Riverfront Amphitheater, LLC, a Tennessee limited liability company, or an Affiliate. Acts of Manager’s agents, officers, employees and other authorized representatives acting within the scope of their authority or employment shall be deemed to be acts of Manager for purposes of binding Manager to any obligation or duty hereunder.
- w. “Permitted Use” shall mean the operation of a first-class live entertainment venue together with ancillary uses thereto, including, without limitation, operation of food and beverage service (including, without limitation, food storage, preparation, service and consumption and bar service and the sale and consumption of alcoholic beverages), VIP rooms and facilities, product exhibitions, meetings, fund raising events, charity events, broadcasting, recording, sale of concessions, and sale of merchandise related to the operations or events at the Amphitheater, exhibiting of

pay-per-view events, events for viewing on a screen, the display and sale of works of art, videotapes, promotional items, music, CDs, DVDs, and other items sold generally from time to time at live entertainment venues.

- x. “Non-Permitted Use” shall mean any uses not described above as a Permitted Use, unless approved in writing by City. Non-Permitted Uses shall also include Manager's Negative Covenants described in this Agreement as well as any use contrary to Applicable Law.
- y. “Capital Investment” shall have the meaning ascribed thereto in Section 3.
- z. “Manager FF&E” means all furniture, fixtures, and equipment necessary for operation of the Facility pursuant to the terms of this Agreement, including, without limitation, all stage fixed lighting and control systems (including, all individual Event lighting and sound equipment provided by performers), all fixed sound equipment and control systems, all seating (except terraced seating), any stage mounted equipment, all bars and concession equipment, sales kiosks, furnishing and equipping general administration and offices, furnishing and equipping the VIP Areas, hospitality areas, and performer spaces and dressing rooms, equipping front of house and back of house, erecting sponsorship signage, and installing digital signage, screens and any other items necessary for operations of the Facility.
- aa. “Manager Maintenance Elements” means those elements of Manager FF&E and of the Facility which are to be maintained and repaired by Manager, as described on Exhibit D and Section 9.
- bb. “Manager Maintenance Program” shall have the meaning ascribed thereto in Section 9 and Exhibit D.
- cc. “Sound Mitigation Measures” means the operational controls to be employed by Manager to mitigate the sound impact emanating from the Amphitheater as set forth in Exhibit B, which is incorporated herein by reference. Sound levels shall not exceed decibel limits stated in this Agreement and in the Sound Mitigation Measures. Manager shall ensure compliance by artists and shall be responsible for implementing mitigation measures. Violations may result in fines as determined during an internal investigation.

Other capitalized terms not referenced or defined above shall have the meanings indicated where such terms first appear in this Agreement.

2. **Initial Term.** The term (“Term”) of this Agreement shall be ten years (10), beginning on January 1, 2026 (“Commencement Date”) and, unless earlier terminated as provided herein, ending on December 31, 2035, provided that, if the previous Agreement were

terminated earlier or previous Manager surrendered the Facility earlier than the expiration date of the term and available prior to the Commencement Date (the “Early Delivery Date”), that time would be added as an addition to the Term. If there is an Early Delivery Date, then Manager is permitted to enter and utilize the venue for the purposes of preparation work prior to the official Commencement Date. This could include performing facility and approved capital project investments, FF&E installation, signage installation, and/or other improvements. The Early Delivery Date does not allow for any Concert Events or other Amplified Events.

- a. **Options to Extend.** Provided Manager is not in default of its obligations in this Agreement and provided that Manager has completed the Capital Investment (as defined below) and Greenway Enhancements (as defined below) prior to completion of the initial Term of this Agreement, City and Manager shall have two (2) options to extend the Term, in each instance, for a period of five (5) additional years (each, an “Option”), upon the terms and conditions set forth herein.
 - i. At least one hundred eighty (180) calendar days prior to the expiration of the then-current Term, Manager shall notify City in writing of either: (1) its request to exercise the Option to extend the Term by five (5) years; or (2) its intent not to request an Option to extend the Term. Upon receipt of written notice, within fifteen (15) Business Days, City shall notify Manager in writing whether it will: (1) elect to exercise the option to extend the Term by five (5) years; or (2) exercise its notice of intent not to extend the Term.
 - ii. Payments per section 29 of this Agreement will remain in effect during any extension of the Term, provided that the Base Rent Payment shall increase to seven hundred thousand (\$700,000) per year in the first Option extension and eight hundred thousand (\$800,000) per year in the second Option extension. In addition, Manager would commit an additional minimum capital contribution investment upon each 5-year Option extension, as noted in section 3 below. Extension Terms will not require an additional Contingent Capital Investment (as defined below).
3. **Capital Investment.** Manager shall commit to a minimum capital investment into the Facility of eleven million dollars (\$11,000,000) over the course of the initial 10-year Term (the “Capital Investment”). The Capital Investment will be expended on such items as upgrading the facilities (inclusive of FF&E), updating IT, sound and production equipment, replacement equipment, assets and furniture, improved seating and premium hospitality

experiences, enhanced food and beverage offerings, among other venue and fan experience enhancing items, all of which are subject to all permitting and regulatory approvals and may be revised by Manager over the Term. Other than as indicated by Manager pursuant to the provisions of this Section 3), all personal property purchased by Manager (including Manager FF&E) will, regardless of whether such property is temporarily or permanently affixed to real property, remain the property of Manager and may be removed from the Facility prior to the expiration of the Term. Manager shall provide a complete inventory of all Capital Investment Items and a complete inventory of all FF&E elements to City upon completion of any improvements and installations, and Manager shall identify which items are intended to be removed and which shall be retained by City at the expiration of the Term. By July 1 of the year of term expiration, Manager shall provide a final Capital Investment Items inventory, and an FF&E inventory list of all items intended for removal, re-purchase, and/or identified to remain, subject to periodic adjustments, with a final list provided no later than December 1 of such year. All items identified for removal must be removed prior to 11:59 PM on December 31 of such year, unless an earlier termination date is agreed upon between the Parties.

Upon each 5-year Option extension of the Term, Manager shall commit an additional minimum capital investment of two million five hundred thousand dollars (\$2,500,000) and the same inventory list preparation, identification, and notification procedures set forth in this Section 3 shall apply to such option term.

4. **Contingent Capital Investment:** Manager agrees to invest an additional incremental, contingent, capital investment of four million dollars (\$4,000,000) in years six (6) through ten (10) of the Term (January 1, 2031 through December 31, 2035), contingent upon Concert Events generating a cumulative Gross Box Office Revenue (as defined below) of at least seventy five million dollars (\$75,000,000) cumulatively from years 1 through 5 of the Term (the “Contingent Capital Investment”). “Gross Box Office Revenue” shall include any and all receipts from the sale or distribution of primary tickets to Concert Events excluding the standard Manager deductions (e.g., taxes, credit card fees, ticketing and handling fees, etc.).
5. **Installation/Construction of Manager Capital Investment Items and FF&E.** Promptly following the Commencement Date, Manager shall perform, at its sole cost and expense, and diligently pursue to completion, the installation and/or construction (as applicable) of such work and fixturing of all the Manager Capital Investment Items and Manager FF&E at the Amphitheater (“Manager Work”) as Manager may desire in order to ensure the Amphitheater is ready to hold events, including, without limitation, installing concession equipment, menu boards, sales kiosks, chairs and racks for terrace seating, furnishing and equipping general offices, furnishing and equipping VIP rooms and hospitality areas and artists dressing rooms, erecting sponsorship signage, installing stage curtains and other stage related equipment and goods, installing a phone and data system for the

Amphitheater, obtaining barricade fencing, obtaining or erecting storage facilities. To the extent that there is an Early Delivery Date, City shall allow Manager to begin Manager Work prior to Commencement Date. City shall have the right to approve the scope and design of Manager Work, which approval shall be provided in writing within 15 Business Days of receipt and not be unreasonably withheld, delayed or conditioned. Manager will obtain the approval of final plans for the Manager Work by any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the matter, as required and necessary. Manager will complete all Manager Work in a good and workmanlike manner, lien free, and in accordance with all applicable laws, rules and ordinances.

6. **Activation and Safety Investment.** Manager agrees to identify and allocate an annual budget to invest in Activation and Safety Investment initiatives. Manager will identify initiatives and costs related to potential site activation, enhanced security and safety, and expended directly as part of its annual operating and/or capital budget, in an amount equal to an estimated two dollars (\$2.00) per paid attendee for each Concert Event. Any item deemed a maintenance or capital improvement item proposed that exceeds the thresholds as defined in previous sections shall be subject to approval of City per terms previously defined. The Activation & Safety Investment will be documented annually by January 31 for expenditures made in the previous year. Any amount spent greater than \$2.00 per paid ticket from Concert Events in the prior year Concert Season shall be applied to subsequent years' Activation and Safety Investment budget as a reduction in the required annual Activation and Safety Investment. Any amount less than a cumulative \$2.00 per paid ticket from Concert Events that was not either pre-funded for projects from prior year(s) expenditure or earmarked for a specific expenditure in the next twelve (12) months will be allocated to a capital improvement fund, which will be in addition to the Capital Investment and Contingent Capital Investment and may be utilized by Manager for additional capital improvements mutually agreed-upon with City.

7. **Delegation to Manager.**

- a. City hereby engages Manager, as an independent contractor and not as an agent of or for the City, to operate, manage and maintain the Facility during the Term of the Agreement. Manager hereby undertakes and agrees to act in such capacity in accordance with the provisions of this Agreement. Manager shall accept the management and operation of the Facility in its then-existing condition as of the Commencement Date, and the parties will work diligently and in good faith to resolve any pre-existing or outstanding Facility maintenance items, ideally prior to the first Concert Season. Manager will be allowed sufficient time and full access to inspect the Facility to evaluate conditions prior to Commencement Date. Manager and City will identify and mutually agree upon third party consultant(s) to conduct additional inspections and any pre-existing conditions will be identified and

reported and those which City and Manager mutually agree are a City responsibility. City agrees that prior to the Concert Season in year one, certain landlord type repair and replacement issues discovered in the inspection process (such as roof, heating and cooling, electrical and plumbing systems) shall be mutually addressed through Section 9(a). Manager may conduct additional pre Commencement Date inventory and inspections; it being understood that, except as expressly set forth in this Agreement, City's delivery of the Amphitheater to Manager constitutes City's representation and warranty that the Amphitheater is in a good and workmanlike condition of the Applicable Standard (or will be, prior to the Concert Season), in compliance with all Applicable Laws, including ADA, the Amphitheater has a sellable capacity of at least 6,800 and, subject to Manager Work, is legally permissible for uses outlined herein.

- b. Subject to the provisions of this Agreement, Manager shall have the responsibility and authority to take all actions necessary or appropriate for the operation, management, promotion and maintenance of the Facility, including but not limited to the following:
 - i. Employ or contract for such workers, mechanics, laborers, clerks, legal counsel, consultants, accountants and other employees and contractors as are reasonably necessary or appropriate in the management, maintenance and operation of the Facility;
 - ii. Procure and pay for such materials, services, public utility services, supplies and equipment as are reasonably necessary or appropriate in the management, maintenance and operation of the Facility, consistent with the terms of this Agreement;
 - iii. Procure and maintain in force and effect the policies of insurance required of Manager by this Agreement;
 - iv. Subject to the provisions of this Agreement governing removal of fixtures, acquire and dispose of Manager's personal property used in the operation of the Facility, for any reasonable purpose consistent with this Agreement;
 - v. Use or permit the use of all or any part of the Facility, by any person or entity, for events consistent with the terms of this Agreement and the use of the Amphitheater as a public entertainment facility;
 - vi. Operate or grant concession privileges for the vending and sale of food and beverages, including alcoholic beverages, programs, cushions, souvenirs, novelties, retail merchandise and similar articles, and other articles, or for the renting of any such articles, consistent with the terms of this Agreement and the use of the Facility as a public entertainment facility;

- vii. Enter into a sponsorship agreement with a Title Sponsor (a (“Title Sponsorship”)); provided, however, that any such agreement must terminate upon the termination of this Agreement; and further provided, that Manager shall not permit any name to be given to or used in connection with the Amphitheater or any portion thereof that violates any local, state or federal law or that: (1) contains slang, barbarisms or profanity; (2) relates to any sexually oriented business or enterprise; or (3) contains any overt political reference;
- viii. Take and omit such other actions, enter into such other agreements, documents, and instruments, and engage in such other transactions, as are reasonably necessary or appropriate in connection with the management, operation, maintenance, improvement and administration of the Facility, consistent with the terms of this Agreement and the use of the Facility as a public entertainment facility;
- ix. Administer all business operations and activities related to the Facility, except as otherwise specifically provided herein; and
- x. Subject to the provisions of Section 14 hereof, provide for all necessary on-site security at the Facility.

8. Operational Duties of Manager.

- a. Manager shall furnish such management and supervisory services as are herein set forth in this Agreement in a manner consistent with the Applicable Standard. Within the authority granted to Manager under this paragraph and other pertinent sections of this Agreement, Manager hereby agrees, except as otherwise expressly provided in this Agreement, to perform and furnish, during the Term of this Agreement, all management services, labor and material appropriate to carry out its duties hereunder. Manager shall devote its reasonable good faith efforts to doing all things reasonably necessary for the orderly and efficient administration, management and operation of the Facility, including the negotiation, execution and enforcement of licenses, ticketing agreements or contracts, use agreements and bookings for the Facility. All licenses, use agreements, bookings and any other agreements pertaining to the use, operation, maintenance and occupancy of the Facility, except those pertaining to Fixed Civic Events and Non-Fixed Civic Events, will be executed by Manager as manager of the Facility. Manager shall use reasonable, commercially feasible good faith efforts in light of market conditions and attendance patterns to secure events appropriate to the operation of the Facility. Such efforts shall be designed to promote as diverse a use of the Facility as is practical and economically feasible, consistent with and to the end that the citizens and public generally may enjoy and receive those benefits intended from the

Facility, and so that City may exploit its climatic, geographical, recreational, cultural, educational, and commercial resources and advantages. Manager shall endeavor to coordinate its efforts with City's own efforts to achieve the objectives of this paragraph, but a failure shall not be a default.

- b. Manager shall use reasonable, commercially feasible good faith efforts to achieve a level of customer satisfaction meeting the Applicable Standard and to satisfactorily resolve customer complaints. Manager agrees to employ, as its "General Manager" in charge of the Facility management, a person experienced in management of comparable facilities meeting the Applicable Standard. The General Manager shall be responsible for the overall operation of the Facility and will be the primary liaison with the City's designated representative. The General Manager should be a good operator and able to work closely with community representatives, volunteers and City officials, employees and agents. Manager's General Manager shall meet with City's representative to discuss and attempt in reasonable, commercially feasible good faith to resolve any customer complaints received by City. General Manager shall use reasonable, commercially feasible good faith efforts to achieve a level of customer satisfaction meeting the Applicable Standard and to satisfactorily resolve customer complaints.
- c. Manager shall operate, and shall cause Manager's subcontractors, concessionaires, vendors, licensees, users, broadcasters and others using or operating within the Facility, to operate and use the Facility in conformance with the Applicable Standard.
- d. Manager agrees to provide to City a list of proposed qualified users, subcontractors, vendors, licensees, concessionaires, and/or service contractors prior to entering into principal contracts for such services. City, through its designated representative, will have the right to discuss with Manager the list of qualified subcontractors, vendors, licensees, users, concessionaires, and service contractors, and Manager shall consider the opinion of the City, but nothing herein shall give City the right or authority to approve or disapprove of any of the persons or entities on said list. Notwithstanding the foregoing, Manager shall (i) not enter into any such principal contracts with a term that is greater than the Term of this Agreement, and (ii) be permitted to enter into principal contracts with its Affiliates without having to submit to City a list of proposed users, subcontractors, vendors, licensees, concessionaires and/or service contractors, provided that the fees for using such Affiliates are consistent with the fees charged at other such venues operated by Manager or its Affiliates which are of comparable size and are reasonably consistent with Applicable Standards.

- e. During the Term of this Agreement, Manager shall rent, lease or purchase a reasonable inventory of equipment and supplies for the management and operation of the Facility. Equipment purchased by Manager and left at the Facility upon the expiration of the Term shall become the property of City after the expiration of the Term. Manager shall not store or allow the storage of any items within Amphitheater Public Access Areas.
 - f. Manager may negotiate and enter into service contracts or agreements in the name of Manager which are reasonably necessary or appropriate in the ordinary course of business in operating the Facility, including contracts for electricity, engineering services, gas, telephone, staffing personnel, including guards and ushers, janitorial service, vermin extermination, concessions, radio, cable and television rights, and accounting services and other services.
9. **Manager Repair and Maintenance Obligations.** Manager shall, throughout the Term, maintain the Facility, including the interior perimeter and all operating maintenance elements in accordance with Exhibit D which lists the City's and Manager's general maintenance obligations. Subject to the City Maintenance Obligations (as defined below), Manager shall maintain the Facility, including FF&E, and keep the same in good repair, order and condition, free from any unsanitary conditions and any conditions posing a fire hazard or other threat to health and safety, all consistent with the Applicable Standard, and, in furtherance of the foregoing, Manager shall promptly make all necessary repairs to keep the Facility in safe, clean and sanitary condition. With the exception of the City Maintenance Obligations, Manager shall be solely responsible for all maintenance costs incurred within the Facility in connection with its operations and maintenance obligations pursuant to this Agreement (the "Manager Maintenance Obligations").
- In furtherance of the Manager's Work, Manager shall promptly make all necessary repairs, replacements, and maintenance to keep the Facility in safe, clean and sanitary condition, regardless of whether such repairs, replacements, and maintenance is to be at the cost of City or Manager, in accordance with the following process:
- a. **Regular or Emergency Repairs and Maintenance (Outside of CAMP)**
Manager may perform ongoing repairs, replacements, and maintenance to the Facility beyond the CAMP (as defined below), as well as repairs related to emergency or safety concerns or items that may impact the Manager's ability to conduct business operations, in each case including repairs or replacements on a like-for-like basis. If such repairs, replacements, or maintenance fall within the obligations of the City in accordance with Exhibit D, then Manager shall subsequently notify the City of repairs within 24 hours of identifying the issue, and the following procedure shall apply:

i. **Identification.**

Manager shall submit to the City a written request identifying the repair, replacement, or maintenance item, including a description of the issue, proposed timing of the repair, scale of urgency, and preliminary as well as final scope and cost estimates or procurement documentation, and the proposed methods of reimbursement, which may include direct reimbursement, rent offset, or offset of other fees which may be owed to the City (e.g., Ticket Fees, Concession Fees, etc.). The City and Manager shall confer in good faith to reach mutual agreement that this is a City obligation, and on the necessity, scope, and timing of the proposed work.

ii. **City Election or Delegation Timeline.**

For repairs, replacements and maintenance over \$50,000.00 the City shall have the first right to undertake and complete the work within a reasonable and timely manner. The City shall notify Manager in writing within ten (10) Business Days of its intent to perform the work and the anticipated schedule for completion, unless both parties agree that such item requires resolution prior to ten (10) business days and the parties agree that time is of the essence and the parties will resolve the timeline in an expedited manner.

iii. **Manager-Performed Work and Reimbursement.**

If the City elects not to perform the work or does not respond within the time provided (within the ten (10) Business Days), Manager may proceed with the work. Failure by the City to respond within the required time period shall be deemed the City's election not to perform, and its acceptance of the proposed reimbursement plan. Reconciliation shall be subject to Section 9(b) below.

iv. **Manager Directed Repairs and Maintenance without Approval.**

Notwithstanding the foregoing, for emergencies only and that are over \$50,000 that need to be addressed faster than waiting for ten (10) Business Days approval as required in section (ii) above, Manager shall notify the City of the emergency within 24 hours and be permitted to perform the work and incur the related expense without first obtaining City approval, but shall provide the same level of notice and identification details via email with a follow up communication with the designated City representative, noting the level of urgency, as more fully elaborated in Section 9(a)(i), and the related expenses for such repair shall be reconciled pursuant to Section 9.(b) below.

b. Documentation and Payment.

Upon completion of the work subject to Section 9(a) above, Manager shall submit documentation of actual costs incurred, including invoices and proof of payment. City shall have the right to inspect such complete work. The Manager's preferred method of reimbursement would be in the form of an offset of rent or other fees owed to City but the parties shall determine this in an ongoing manner. For any offset reimbursements, the Manager shall not incur offset fees, whether one time or cumulative, otherwise payable by the City for its obligations hereunder in excess of One Million U.S. Dollars (\$1,000,000) in any single calendar year without the prior written approval of the City. Any offset amounts not covered by outstanding fees within that calendar year may be carried forward and applied to subsequent years. Within thirty (30) days following City's receipt of any maintenance or construction invoice, City shall provide payment therefor to Manager; provided, however, that if City determines, in City's reasonable good faith discretion, that the work has not been satisfactorily completed, City shall notify Manager, in writing, and Manager shall promptly complete such work to the reasonable satisfaction of City. In such event, City's payment for such work shall not be due and payable until sixty (60) days following Manager's satisfactory completion of such work.

Manager shall provide for the creation of a record for all fixtures, trade fixtures, furnishings, installations, and equipment that contains a description of each item and the manufacturer's warranty specifications/recommendations for the maintenance and repair thereof.

10. CAMP. Manager shall prepare an annual Capital Asset Management Plan ("CAMP") for the Facility, including the Amphitheater, and deliver the same to the City on or before September 1 of each year for Metro's review and approval (other than for year one, where such plan shall be delivered by January 1, 2026), not to be unreasonably withheld, conditioned, or delayed. City shall review and respond within fifteen (15) Business Days to the CAMP. If no response is provided, the CAMP shall be deemed approved. Once such CAMP has been approved in writing or the City has not responded within fifteen (15) Business Days, it will constitute the CAMP for purposes of this Agreement. The CAMP shall include at minimum: a general summary of the annual maintenance requirements and capital improvements reasonably expected to be required for the Facility for the next year of the Term. The CAMP may include work that would ordinarily be completed by City, and the CAMP will propose the offset or method of reimbursement related to such projects. Documentation in the plan will include written expected costs and planned allocation of any offsets where appropriate. Manager shall

annually provide an electronic copy of the CAMP and any associated condition assessment reports to City.

11. **City Maintenance Obligations.** The City shall maintain the structural elements of the Facility, loading dock and entrance driveway, the roof, plumbing infrastructure, exterior, perimeter fencing, perimeter lighting, sidewalks, building systems and other core elements typically maintained by landlords, as well as certain obligations for maintenance of the park spaces outside the Facility, including those obligations outlined on Exhibit D (“City Maintenance Obligations”), all in accordance with the Applicable Standard.
12. **Operating Costs.** Manager shall be solely responsible for all expenses that Manager incurs in connection with carrying out its duties under this Agreement, including, but not limited to, the following:
 - a. Wages and salaries (including management fees) of all of Manager's employees engaged in the operation, maintenance and security of the Facility, including taxes, insurance and benefits paid to such employees;
 - b. All supplies and material used in the operation, maintenance, repair and security of the Facility;
 - c. Insurance expenses;
 - d. Utility costs, including, but not limited to, those associated with telephone service, electricity, gas, sewer, water, garbage removal and cable data transmission;
 - e. Repairs and general maintenance of the Facility pursuant to the provisions of this Agreement; and
 - f. Service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement or security of the Facility, except for: (i) the exception of annual/semi-annual tree service, fence repairs, structural repairs, or other standard landlord responsibilities; and (ii) the other obligations of City in the Agreement, all of which shall be at the cost of the City.
13. **Revenues.** Except as detailed in Section 29, and in connection with Fixed Civic Events and Non-Fixed Civic Events, Manager shall be entitled to contract for, collect, receive and retain all revenues generated by Manager's operation of the Facility, including, without limitation:
 - a. Sales of tickets or passes;
 - b. Broadcast rights;

- c. Promotion of events;
- d. Sponsorships (excepting only sponsorships for Fixed Civic Events and Non-Fixed Civic Events that City procures);
- e. Title Sponsorship for Concert Events;
- f. Manager-Promoted Community Events including Symphony Events (except as otherwise provided in any written agreement between Manager and the Symphony);
- g. Private Events; and
- h. Sales of food, beverages, merchandise, programs and other goods and wares (excepting 50% of food and beverage net profit for Non-Fixed Civic Events shall be shared with the City).

Manager will operate in accordance with GAAP.

14. **Security.** Manager shall be responsible for on-site security of the Facility (excluding the exterior areas of the Amphitheater) and the Amphitheater interior spaces as defined by Exhibit A-1. City, through its police or park police forces, shall be responsible for security in the Park and Greenway, when open to the public, the Access Areas. City shall be responsible for off-site security, provided, however, that any extraordinary crowd control or security for the protection of persons and property necessitated by Concert Events shall be provided and paid for by Manager upon mutual agreement of the staffing and costs thereof. City and Manager agree to coordinate planning event traffic, traffic control, crowd control and other security issues from time to time. City and Manager will each designate a liaison for purposes of such coordination. For added clarity, there will be no general public access to the Amphitheater within defined perimeter on Exhibit A-1 (which perimeter may be subsequently amended as provided in section 1(d)) on non-event days.
15. **Sponsorship Rights.** Manager shall be entitled to enter into a Title Sponsorship and other Amphitheater asset entitlement or presenting sponsorship agreements; provided, however, that any such agreements must terminate upon the termination of the Agreement. The following terms and conditions will apply to Amphitheater signage:
 - a. Manager shall not permit signage of any nature within the Amphitheater that depicts or includes any images or text of: (1) tobacco products or manufacturers or distributors thereof; (2) sexually oriented businesses or sexually oriented products (e.g., pornographic materials, sex toys, etc.), as defined by law; or (3) be of a prohibited racial or discriminatory nature, as defined by law. All proposed signage, types, sizes and locations, are subject to and must meet all applicable governmental requirements, specifications and regulations and receive all appropriate governmental regulatory review

and approvals prior to installation. Subject to any required regulatory approvals, if applicable, temporary signage bearing the name of such sponsorships, may be temporarily affixed to and displayed on or within the Amphitheater throughout the specific events or series such as: (a) signage acknowledging the sponsorship of a series of Opry Shows, Symphony Events, festivals, fairs, or other events; (b) on site signage during and for the week immediately preceding such Manager Promoted Community Events; (c) signage acknowledging the sponsorship of a series of Concert Events, for the duration of such sponsorship; and (d) on site signage during and for the week immediately preceding such Concert Events or Fixed Civic Events or Non-Fixed Civic Events.

- b. Pursuant to receiving all approvals, a sign bearing the name of the Amphitheater, as well as the name of Title Sponsor, may be affixed to and displayed on or within the Amphitheater throughout the Term, as well as other Term-limited on site designations such as (a) signage acknowledging the sponsorship(s) of specific venue physical assets or areas (e.g., Box Office, VIP Lounge, Premium Seating Locations, General Admission Lawn Areas); (b) signage acknowledging the sponsorship of the entire Concert Event calendar each year and (c) signage reflecting concessions, catering and retail services operated by Manager.
- c. Manager shall not permit signage of any nature within the Amphitheater that depicts or includes any images or text of: (1) tobacco products or manufacturers or distributors thereof; (2) sexually oriented businesses or sexually oriented products (e.g., pornographic materials, sex toys, etc.), as defined by law; or (3) be of a prohibited racial or discriminatory nature, as defined by law.

16. **Access by City Personnel.** Officers, employees, agents and other authorized persons of City in the performance of their official duties shall have access to the Facility at all reasonable times during regular business hours for inspection purposes. For clarity, the City shall identify in advance the names of the individuals to be provided with such credentials. Access on days of live programming shall be excluded, unless otherwise approved in writing by Manager. City shall request access and provide at least 48 hours advance notice prior to desired entry to Facility. Access request must be considered reasonable and limited to qualified individuals.

In addition to any other right of City to enter the site, representatives of City shall have the right to enter the Facility other than during Concert Events, with five Business Days prior written notice, for purposes of inspecting the Facility to determine Manager's compliance hereunder, on or before each December 31, including an annual maintenance inspection of the Facility, to determine Managers compliance with the maintenance obligations. City

shall notify Manager, in writing, of any maintenance deficiencies, and upon receipt of any such notification, Manager shall promptly correct the deficiency.

17. **Compliance with Laws.** Manager shall, throughout the Term, comply with all Applicable Law respecting the use or manner of use of the Facility and operation thereof. Manager shall obtain and keep in full force and effect all permits and licenses and other authorizations required for the use and operation of the Facility.
18. **Compliance with Applicable Standard.** Manager shall comply with the Applicable Standard in advertising and promoting events at the Facility and in all other aspects of its management, maintenance and operation of the Facility pursuant to this Agreement. Manager agrees that Concert Events booked at the Amphitheater will be of a quality that comparable managers would be willing to book at other similar venues operated by Manager or its Affiliates meeting the Applicable Standard. City and Manager agree to meet and confer from time to time for purposes of developing and maintaining effective alcohol management and noise and crowd control programs.
19. **Park Scheduling.** City shall have sole discretion with respect to the scheduling of events and activities within the Park; provided, however, that City shall not grant a permit for a paid event in the portion of the Park south of the Shelby Street/John Seigenthaler Bridge to take place on a date (a) more than 30 days after the day the permit is issued or (b) when Manager has scheduled a Concert Event or Manager-Promoted Amplified Community Event. The City shall have the right to keep the Park open to the public at all times, including during times when Concert Events and Manager-Promoted Amplified Community Events are scheduled, consistent with its duly-adopted park policies, subject to only the limitations expressed in this paragraph. Manager may request to reserve the Park in accordance with City's normal reservation practices but shall have no special rights with respect to such reservation requests.
20. **Facility Event Scheduling.** The parties agree that each year during the Term of the Agreement, City shall have the right to use the Facility for the Fixed Civic Events. Manager shall not schedule Concert Events or other uses of the Facility during days reserved for Fixed Civic Events. City shall notify Manager not later than October 1 of each year of the dates for the CMA music festival. Manager shall have the exclusive right to book and produce all Concert Events and Manager-Promoted Amplified Community Events at the Facility and priority rights over Non-Fixed Civic Events in booking and scheduling events for dates other than those reserved for the Fixed Civic Events. Manager also will seek to encourage use of the Facility by community groups within Manager's booking schedule. Non-Fixed Civic Event applications shall first come to City for consideration and approval.
21. **Facility Scheduling Procedures.** During the Term, Manager shall notify City of the dates of each Manager-Promoted Community Event, Concert Event, Symphony Event, Private Event, and other events that Manager intends to book or has booked under this Agreement

in quarterly reports as outlined in Section 57. Not later than January 31 of each year during the Term, City will provide Manager with a proposed schedule (the "Proposed Schedule") showing the proposed dates ("Reserved Dates") during the upcoming year when City would like to schedule Non-Fixed Civic Events other than the Fixed Civic Events at the Facility, and Manager shall use reasonable, commercially feasible, good faith efforts to accommodate the Proposed Schedule. Manager shall not be required to remove any Manager placed holds or pursue challenges for the Proposed Schedule. The parties will work together in good faith to determine the most efficient method for dates with holds and challenges in accordance with the custom of the industry and for situations where the City requires approval from City council. Notwithstanding the foregoing, after receiving the Proposed Schedule, Manager may schedule Concert Events, Private Events, Manager-Promoted Community Events, on Reserved Dates until 60 days remain before any such Reserved Date (the period preceding the day that is 60 days prior to a Reserved Date being the "Bump Period"). Manager may confer with the City on firm offers for the Reserve Dates during the Bump Period and if the City does not confirm the Reserved Date after a Manager request, Manager shall be free to schedule Concert Events, Private Events, or Manager-Promoted Community Events, on such date. If the City confirms the date upon such request, Manager shall have the right to require that a deposit be placed for the estimated Amphitheater Operating Expenses for such event. All Civic Events which are promoted or conducted by parties other than the City shall be subject to the promoters and/or sponsors thereof entering into Manager's standard license agreement for the Amphitheater.

22. **Expenses of Civic Events.** The parties contemplate that Fixed Civic Events and Non-Fixed Civic Events may be sponsored by third parties who shall be responsible for the Amphitheater Operating Expenses for those events and who shall, subject to the provisions of this paragraph, be entitled to net profits from ticket sales, and broadcast rights, and a fifty percent (50%) portion of concession sales "net profits" (as defined in Section 29(iii) below) if any, generated by such events. For each Civic Event held at the Amphitheater pursuant to this Agreement, the Amphitheater Operating Expenses attributable to that event shall be paid for first out of and by the net profit, if any, generated by that event, and any remaining balance from the sponsors of such event, and if it is sponsored by the City, then the City. Nothing herein shall be construed to require Manager to subsidize a Civic Event. If it is anticipated that the net revenues will fail to cover all Amphitheater Operating Expenses for such event, then any such deficit arising therefrom shall be paid for by the third party sponsor(s) or if it is a City event, the City. Manager shall have the right to require that a deposit be placed for the estimated Amphitheater Operating Expenses for such event. All Civic Events which are promoted or conducted by parties other than the City shall be subject to the promoters and/or sponsors thereof entering into Manager's standard license agreement for the Amphitheater. Notwithstanding the foregoing, the CMA, which is a

Fixed Civic Event, shall be treated separately from this section and the expenses and revenue shall be governed by section 23.

23. **Costs of Fixed Civic Events.** Manager shall charge no rent for use of the Amphitheater for the Fixed Civic Events but shall charge the Amphitheater Operating Expenses for such event (as hereafter defined). City and its permittees shall further have the right to place branding, sponsorship and other signage in the Amphitheater during the Fixed Civic Event, so long as it does not conflict with existing sponsorship partners or is specifically approved as an exception in advance by Manager. Manager shall not be required to remove existing branding, sponsorship or other signage during Civic Events, and Manager's designated ticketing partner shall be used for all Non-Fixed Civic Events at the Amphitheater, and Manager shall be entitled to determine and retain reasonable ticketing fees in connection with Non-Fixed Civic Events.

CMA: CMA shall have the additional rights to (i) receive all of the "net profits" (defined as net revenues less Manager's costs including cost of goods and operating expenses) received by Manager at the CMA music festival, (ii) negotiate in good faith with Manager regarding CMA's use of Manager's ticketing platform, use catering and concessions services of its choosing, and (iii) choose the production vendors, including sound, lighting, and video and the use of its security personnel (in conjunction with Manager's security personnel) for backstage and VIP areas. Manager has the right to require that CMA execute a contract and a deposit be placed for the estimated Amphitheater Operating Expenses for such event. Manager will provide an industry standard settlement document detailing all Manager's costs to CMA's supporting "net profits" remitted to CMAs. Following the conclusion of any such Fixed City Event, City or the City User (as applicable) shall remove all such branding, sponsorship and any other signage.

24. **Fees, Taxes and Assessments.** During the Agreement Term, Manager shall pay all applicable governmental fees, charges and taxes resulting from its occupancy, management and use of the Facility; provided, however, that to the extent Manager is required to pay any real estate taxes or occupancy taxes, Manager may receive a credit in the amount of such taxes paid against the rents, fees and charges due from Manager to City under this Agreement.
25. **Times of Operation for Concert Events.** No Concert Event shall start before 9:00 AM nor end after 11:00 PM. on any day of the week. For all Fully Amplified events, sound check shall not occur prior to 2:00 PM on the day of such event, on Monday through Friday. Earlier sound check start time shall require prior written approval of the City Parks Director or designee. Notwithstanding the foregoing, if a Concert Event is delayed or disrupted by Force Majeure or artist or production delay (e.g., delay of doors, inclement weather or other safety concerns), then the end time may be extended to midnight but under no circumstances shall any Concert Event end later than midnight. Manager shall use good

faith commercially feasible efforts to mitigate and minimize any such delays. This limitation shall not apply to "after-concert parties" and/or similar nonpublic, indoor gatherings following Concert Events, so long as such events do not involve external sound amplification, and are not audible outside the Amphitheater. Manager will coordinate with the City to comply with sound mitigation efforts in accordance with the Sound Mitigation Controls detailed in Exhibit B.

26. **Greenway.** Manager agrees to invest up to a maximum of one million dollars (\$1,000,000) in capital improvements to relocate, enhance and/or upgrade the greenway bordering the Amphitheater (the "Greenway"), and an additional up to one hundred thousand dollars (\$100,000) on associated design work pursuant to the Greenway solution and investment set forth in Exhibit C.

Manager acknowledges that the City's Greenway system is a critical public amenity, and that a portion of the Greenway is located along the eastern and western boundaries of the Amphitheater premises. Accordingly, Manager agrees as follows:

- a. **Continuous Public Access:** Manager shall ensure that the Greenway remains open and accessible to the public at all times, including during Concert Events, Civic Events (whether Fixed or Non-Fixed), Symphony Events, Manager-Promoted Community Events, Private Events, load-in, load-out, and any other events or other Amphitheater-related operations.
- b. **No Obstruction:** Manager shall not permit any event-related structures, staging, fencing, vehicles, or personnel to obstruct, block, reroute, or otherwise interfere with public access to the Greenway at any time, subject to the limitation in section (c) below.
- c. **Design and Operational Modifications:** Manager shall implement all necessary physical modifications and operational changes, including but not limited to secure fencing, traffic routing, access control measures, and alternative service paths, to ensure continuous and safe public use of the Greenway. Any proposed modifications shall be subject to review and approval by City.
- d. **Construction Periods:** In the event that temporary closures of the Greenway are necessary due to construction or capital improvements, such closures shall be (i) limited in duration and scope, (ii) subject to prior written approval by the City (or Parks Director), and (iii) accompanied by clearly marked detour signage to facilitate continued path of mobility.
- e. **Compliance and Monitoring:** Manager shall coordinate with the City to establish procedures for monitoring compliance with this Section, and shall promptly address any issues or complaints related to Greenway access.

The Metropolitan Government grants Manager permission to access and utilize the Metropolitan Government's property, as reasonably necessary, for the purpose of constructing a bridge that will form part of the Metropolitan Government's greenway system. Manager shall coordinate such access with the Metropolitan Government and will use its reasonable best efforts to minimize disruption of other uses of the property and shall comply with all applicable laws, regulations, and requirements in connection with such construction.

27. **Negative Covenants.** Manager shall not do, or permit or authorize others to do, any of the following:
- a. Operate the Facility in any manner or for any purpose other than a Permitted Use as defined above;
 - b. Knowingly or intentionally engage in any act which would, to an ordinarily prudent person in the position of Manager, be reasonably foreseeable to cause substantial or irreparable damage to the Facility;
 - c. Abandon the Facility during the Term; provided, however, that inactivity other than maintenance during the off-season of the Facility or as a result of a Force Majeure shall not constitute abandonment;
 - d. Knowingly use or occupy, or knowingly permit the Facility or any part thereof to be used or occupied, for any unlawful, disreputable or ultra-hazardous use (including the prohibited or unauthorized use, storage or disposal of substance regulated as hazardous under Tennessee or federal law), or operate or conduct the business of the Facility in any manner known to constitute or give rise to a nuisance of any kind; provided that City recognizes and agrees that the holding of events in the Facility meeting the Applicable Standard shall not, in and of itself, constitute a nuisance for purposes of this Agreement;
 - e. Make, authorize or permit any material modifications or alterations to the Facility except as expressly authorized by City in accordance with this Agreement;
 - f. Permit the holding of a flea market or used-goods sale at the Facility;
 - g. Permit gambling within any portion of the Facility;
 - h. Knowingly permit the Facility to be used for any illegal business or purpose;

- i. Enter into any agreements entailing the installation of any wireless structures (unrelated to Manager's direct operation of the Facility) in any portion of the Facility; or
- j. License the use of any portion of the Facility for a period exceeding one week to any third party without notifying City in advance and obtaining City's written approval.

28. **City's Negative Covenants.** City shall not do any of the following:

- a. Unreasonably interfere with Manager's rights or benefits hereunder; or
- b. Take any action materially affecting or diminishing City's title to the Facility.

29. **Payments.** During the Term of this Agreement, subject to abatement as expressly provided in this Agreement, Manager agrees to pay to City the following:

- i. A "Base Rent Payment" of six hundred thousand dollars (\$600,000) per year, in equal monthly installments of fifty thousand dollars (\$50,000), paid on the first business day of each month, beginning on the first business day of the month after the month in which the Commencement Date occurs, while the Agreement is in effect. In a scenario where the Amphitheater is unable to be open for a portion of time related to delayed opening as a result of the transition from the previous manager, Base Rent Payment would be prorated based on number of Concert Events relative to a total of thirty-five (35) anticipated in the initial year of the Term.
- ii. A portion ("Seat Fee") of each ticket sold by Manager for every Concert Event. The Seat Fee shall be \$3.00 per ticket in any calendar year. Seat Fees owed shall be paid by Manager to City on a quarterly basis and in arrears, within forty-five calendar (45) days of the end of each calendar quarter throughout the Term.
- iii. Fifty percent ("Concession Share") of all "net profits" (as defined below) generated by Manager, and anyone acting under contract to or with the assent of Manager, only through the sales of concessions at the Amphitheater for all Non-Fixed Civic Events and the July 4 Fixed Civic Event, and not payable for any other event at the Amphitheater (including Concert Events, Manager-Promoted Community Events and CMA). Concession Share shall be made annually on or before January 31 (representing net profit share aggregated over the prior fiscal year).

For purposes of this paragraph, "net profits" means actual income from sales of concessions net of actual expenses incurred in acquisition, preparation and sales of such concessions; provided that if Manager receives a fee or percentage of sales from a concessionaire, then net revenues shall mean such fee or percentage.

- iv. Fifty cents from the sale of each paid Concert Event ticket to be paid annually on or before January 31 (representing net the amount aggregated over the prior fiscal year) at the City's direction, and designated at the advisement of the Metro Parks Director to a Metro Parks Board Authorized Parks Support Organization. Funds donated to the Metro Parks Board Authorized Parks Support Organization shall be used to support Metro Parks facilities. The use and amount of funds allocated to Metro Park facilities shall be determined on an annual basis in direct consultation with the Metro Parks Director or designee and the Metro Parks Board Authorized Parks Support Organization. The Metro Parks Board Authorized Parks Support Organization shall provide an annual report to the Metro Parks Director specifying the use and amounts of each allocation of the funds. Such an annual report shall be due by December 1.
 - v. Twenty-five (25%) of "net profit" generated by the Title Sponsorship, defined as revenue net of actual expenses, including agency commission fees or costs, signage costs, hospitality costs (e.g., tickets, food and beverage credits, venue rentals, VIP experiences), or the cost of other assets delivered as part of the Title Sponsorship agreement. Net profit share to be paid by Manager to City annually on or before January 31 (representing net the amount aggregated over the prior fiscal year from Title Sponsorship for Concert Events). All other sponsorships are excluded from this profit share definition.
 - vi. A "Private Events Fee" equal to the lesser of \$10,000 or \$2.00 per attendee tied to Private Events that utilize the Amphitheater. This fee would not be assessed for Private Events that utilize only the Amphitheater stage and/or the Riverfront Room
 - vii. All payments required of Manager hereunder that are not paid within sixty (60) of the date such payment is due or within sixty (60) days after the expiration of any applicable cure period, whichever is later, shall bear interest from the date due until paid at the prime rate described in the Wall Street Journal for the last business day of the calendar month immediately preceding the late payment. In no event, however, shall the charges permitted under this section or elsewhere in this Agreement, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.
30. **Manager's Performance Measures.** Subject to the notice and cure provisions of this Agreement, any failure to meet the performance measures described below shall result in the payment by Manager to the City, as liquidated damages, and as City's sole remedy, of the following amounts:
- a. If Manager does not, subject to intervening Force Majeure, commencing with the second year of the Term, schedule and ensure that at least 15

Concert Events take place each year during the Term of this Agreement, then the parties acknowledge and agree that the sole remedy for Manager's failure to achieve such 15 Concert Events in a year shall be the payment by Manager to City of a sum equal to \$15,000 times each Concert Event below the required 15 per such Concert Season that is not achieved; and

- b. Manager will timely pay, to City all amounts due under this Section 30
 - c. If Manager does not, commencing with the second year of the Term, schedule and ensure that at least 15 Concert Events take place for three (3) consecutive Concert Seasons during the Term of this Agreement, and such shortfall is not attributable to cancellations due to Force Majeure, without cure, then the parties acknowledge that Manager shall be in breach of this Agreement
31. **Waiver of Liability.** City assumes no responsibility for any damage or loss of Manager's personal property except to the extent caused by City or its employees, agents, or officers. Manager agrees to hold City harmless from any damage or loss of Manager's personal property located within the Facility property except to the extent caused by the City or its employees, agents, or officers.
32. **Manager's Paid Ticketing and Related Business Records; City Right to Audit:** Manager shall maintain, during the Term of this Agreement, customary records related to Events, including ticketing reports (paid, dropped, and gross tickets), (collectively, "Records"). These Records shall be available for City's inspection upon reasonable request. Manager may designate portions of Records as proprietary or containing trade secrets, consistent with the Tennessee Uniform Trade Secrets Act. The City shall comply with the Tennessee Public Records Act (TPRA) and will provide Manager with at least ten (10) Business Days' written notice before disclosing any Records Manager has marked as confidential, to allow Manager to seek legal protection. The City will not withhold Records beyond TPRA timelines absent a court order. The City may audit Records for any of the past three (3) years. If underreporting of ticket sales is found, Manager shall promptly pay any amounts owed. If underreporting exceeds five percent (5%), Manager shall also cover the audit cost; otherwise, the City bears the cost.
33. **Insurance.** Prior to the Commencement Date, Manager shall provide to City proof of commercial general liability insurance coverage for the Facility for the protection of City for risks customarily covered by such insurance (including, but not limited to, coverage for premises/operation, products and completed operations, independent contractors, broad form property damage, liquor legal liability, and personal injury, including coverage for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation and advertising) to the extent caused by Manager or its employees, agents, contractors or

invitees in an amount not less than One Million Dollars and 00/100 (\$1,000,000.00) single limit.

- a. Manager shall procure and maintain workers' compensation insurance providing statutory benefits in compliance with Applicable Law.
- b. Manager shall procure and maintain employer's liability insurance with limits not less than: bodily injury by accident, \$1,000,000 each accident; bodily injury by disease, \$1,000,000 each employee; and bodily injury by disease, \$1,000,000 policy limit.
- c. Manager shall procure and maintain automobile liability coverage with limits not less than \$1,000,000 combined single limit each accident.
- d. Manager shall procure and maintain excess insurance with a limit of not less than \$5,000,000 each occurrence in excess of each liability coverage required in this section. This coverage shall be on a follow form basis. All primary coverage shall be written by an insurer that is nationally recognized with a policyholder's rating of at least A-, VIII, as listed from time to time by A.M. Best Insurance Reports. Each policy shall provide that it may not be cancelled, terminated, reduced or materially changed unless at least thirty (30) days prior notice thereof has been provided to City, except in case of cancellation or termination due to lapse for nonpayment, in which case only ten (10) days' notice shall be required. Each policy shall contain mutual waivers of all rights of subrogation for property damage. Each policy covering third-party liability shall contain a "cross-liability" endorsement or a "severability of interest" endorsement providing that coverage, to the maximum amount of the policy, will be available despite any suit between the insured and any additional insured under such policy. The insurance policies shall not in the aggregate have deductibles in excess of \$1,500,000.
- e. Manager shall provide its certificates of insurance to this Agreement to the Metro Director of Insurance and Safety. City shall be named an additional insured on all policies (other than Workers' Compensation and Employers' Liability) with respect to Manager's use of the Facility, as its interests may appear. Manager shall provide, prior to commencing performance under this Agreement, all certificates of insurance as required. All such certificates shall be completed to show compliance with Manager's obligations hereunder. In the event of any dispute that could be reasonably covered by a policy of insurance required by this Agreement, Manager shall provide a copy of such policy to City upon City's request.

- f. Manager's willful failure to comply with the requirements of this section shall constitute a default of this Agreement, if such failure continues after 10 Business Days' notice and opportunity to cure.
 - g. City acknowledges that Manager will not obtain property insurance covering the buildings and structures (including, but not limited to the stage and stage roof) comprising the Facility. Manager may, at its sole risk, house personal property on the Premises, however, City shall not be responsible for any loss of, or damage to, Manager's personal property, regardless of cause. Manager shall be solely responsible for insuring and safeguarding any such personal property.
- 34. **Personnel Policy.** Manager shall not discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin or sexual preference/orientation. Manager shall comply with Applicable Law regarding discrimination in employment, unlawful employment practices and affirmative action. In carrying out its responsibilities under this Agreement, Manager agrees to comply with and fulfill the commitments to employment of minority-owned and women-owned businesses made in Manager's response to the Request for Proposals issued by City, the relevant portion of such response being an Exhibit hereto. Manager shall be an equal opportunity employer.
- 35. **Representations and Warranties.**
 - a. Manager represents and warrants for itself, its owners and Affiliates that there is no court action, arbitration, administrative proceeding, or to the best of Manager's current knowledge, threatened court action, arbitration, administrative proceeding, on the date of this Management Agreement which would materially affect (1) the financial condition of Manager, its owners or Affiliates, or (2) the ability of Manager to perform its obligations under this Agreement.
 - b. City represents and warrants that City has no notice or knowledge that any government agency considers the construction, operation or use of the Amphitheater out of compliance with any Applicable Law or that any investigation has been commenced or is contemplated respecting any such possible failure of compliance.
 - c. Each of the parties hereto represents and warrants that it has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement, that it has obtained any and all approvals that may be required before it can execute and perform this Agreement, including approvals required by any loan documents, bond authorization,

corporate articles and bylaws, city charter or state statute, regulation or court order, and that the persons executing this Agreement on its behalf have been duly authorized and are empowered to bind it to this Agreement, that the execution of this Agreement, and the performance by it of the actions anticipated by this Agreement neither breaches any contract with any third party, or constitutes any event, which, with the passage of time, or the giving of notice, or both, will breach any contract with any third party, and that this Agreement executed by it are or when fully delivered will be duly authorized, executed and delivered by it and will be valid, binding and enforceable obligations of it.

36. **Indemnification.** Manager agrees to indemnify, defend and hold harmless City, its agents, officers, employees, representatives and members (the "City Indemnitees"), from and against any and all claims, liability, loss, property damage, personal injury or death, interest, judgments, liens, costs and expenses that arise out of, or are incurred in connection with any and all claims, demands, suits, actions or proceedings which may be made or brought against City or any of the City Indemnitees by reason of or as a result of:
- a. Any contracts, agreements, licenses, use permits or other obligations incurred by Manager hereunder;
 - b. The lack of exercise of reasonable care by Manager in the employment of any of its employees or the lack of reasonable care in the direction and supervision of Manager's employees in the management, operation and maintenance of the Facility;
 - c. The willful or negligent act or omission of Manager, its agents, officers, employees, directors or others in privity with Manager; or
 - d. The failure or omission of Manager to observe and perform any of its material obligations, covenants and conditions to be observed and performed by it under this Agreement which result in a default after applicable notice and cure periods.
37. **Damage or Destruction of the Facility.** If the Amphitheater shall be totally or materially destroyed by fire, casualty, or other cause or happening, or if any lawful authority shall order demolition or removal of any portion of the Facility, so as to render it unfit for use as intended by this Agreement, including, without limitation the Permitted Uses and a sellable capacity of 6,800 at Manager's option, this Agreement shall terminate as of the date of such destruction and all of Manager's liability hereunder shall cease from and after such date.

If the Facility shall be partially destroyed by fire, casualty or other cause or happening, or be declared unsafe by any lawful authority, then it shall promptly be restored or made safe

by City, at its sole cost and expense, and a just portion of the payments otherwise due from Manager to City shall abate until the Facility shall have been restored and put in proper condition for use for Permitted Uses with a sellable capacity of 6,800. If the Facility cannot be restored or made safe after partial destruction or declaration of unsafe condition without cancelling or rescheduling more than five booked Concert Events or Manager-Promoted Amplified Community Events, then Manager, at its option, may cancel and terminate this Agreement in its entirety, and all of Manager's liability hereunder shall cease from and after the date of such destruction or declaration of unsafe condition.

38. **Eminent Domain.** In the event that the Facility or any material part thereof is taken by any governmental or other permitted authority using the power of eminent domain (or any conveyance in lieu thereof is effected) such that performance by either party under this Agreement is rendered economically infeasible or a party will be materially prevented from realizing the economic benefit of this Agreement absent such taking, then such party may terminate this Agreement without further liability to the other party. In the event of a taking, City shall receive the entire award or other compensation for (i) the land on which the Facility is situated and (ii) all improvements paid for by City. Manager may separately pursue a claim against the condemner for the value of any of Manager Work, Manager's personal property that Manager is entitled to remove under this Agreement (including Manager FF&E) and such other costs to which Manager may be entitled by Applicable Law.
39. **Unanticipated Change in Applicable Law.** If a change in Applicable Law occurs, or City's and Manager's shared interpretation of Applicable Law as of the Commencement Date proves mistaken, and compliance with Applicable Law as changed or as correctly interpreted would be materially more or less expensive for one or both parties, then the provisions of this Agreement governing compensation due shall be equitably amended. If such equitable amendment would render the Agreement economically infeasible for one of the parties, then that party shall have the right to terminate the Agreement.
40. **Intellectual Property.** Manager shall require in its contracts with persons holding or promoting events at the Facility that such persons shall obtain all necessary approvals for or arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any events which Manager books at the Facility. Manager shall indemnify and hold City harmless from any breach of patent or copyright rights or patent or copyright infringements or violations of patent or copyright laws except this sentence shall not apply to Civic Events.
41. **Force Majeure.** Should any matter or condition ("Force Majeure") beyond the reasonable control of City or Manager, such as, but not limited to, war, pandemic or epidemic, public emergency or calamity, fire, earthquake, flood, severe weather conditions, Act of God, strikes or labor disturbances, civil disturbances or riots, or any governmental restriction,

major disruptions of national transportation, prevent or delay performance of this Agreement in accordance with provisions hereof, in whole or in part, after the employment of all reasonably available and economically feasible means to overcome such condition, avoid delay and mitigate the effects thereof, performance of this Agreement by the party affected thereby shall be suspended or excused to the extent commensurate with such interfering occurrence; provided that the party availing itself of this section shall notify the other party within twenty-one (21) days of its actual knowledge of commencement of such occurrence of the event of Force Majeure; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the occurrence of the event of Force Majeure. If the Facility is rendered inoperable by a Force Majeure condition during the Performance Season and such inoperability prevents the holding of one or more booked Concert Events, then Manager's payment obligations to City shall be equitably abated in proportion to Manager's documented loss directly attributable to such Force Majeure condition.

42. **Default and Termination.** If, during the Term, Manager shall default in its performance of or compliance with any of the provisions, terms or conditions of this Agreement, and such default shall continue and not be cured for a period of thirty (30) days after written notice by City to Manager; provided that if the nature of Manager's default is such that more than thirty (30) days are reasonably necessary to cure, Manager shall not be in default if Manager commences to cure within the thirty (30) day period and thereafter diligently proceeds to complete such cure; then City shall have the right to terminate the Agreement.

a. The following shall also constitute an event giving rise to City's right to terminate this Agreement unless Manager either cures such event within thirty (30) days after written notice (or if such event is not capable of being cured within such thirty (30) day period, Manager has commenced to cure such event and thereafter diligently proceeds to complete such cure):

- i. Manager fails to perform its contracted duties and responsibilities in a timely and proper manner and is unable to cure such failure within the applicable cure period or such additional period of time as specified by the City, taking into consideration the gravity and nature of the default;
- ii. Manager fails to abide by Applicable Law as it pertains to Manager's use of the Facility;
- iii. Manager files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other similar law, or seeks or consents to or

acquiesces in the appointment of any trustee, receiver or liquidator of Manager or of all or any substantial part of Manager's property, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

- iv. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Manager seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other similar law;
 - v. Any trustee, receiver or liquidator of Manager or of all or any substantial part of Manager's property is appointed without the consent or acquiescence of Manager; and such order, judgment, decree or appointment remains un-vacated or un-stayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive);
 - vi. Manager abandons or discontinues conducting its operations at the Facility excluding Force Majeure (and subject to the provisions of Section 27(c); or
 - vii. Manager is convicted of a felony after the effective date of this Agreement.
- b. The rights and remedies of City provided in this section are nonexclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Manager is not relieved of its liability to City for damages sustained by virtue of a default of this Agreement. City reserves the right to cure any default of Manager after giving notice and a reasonable amount of time to cure as stated in Section 42 above, without terminating this Agreement and City shall seek reimbursement for such reasonable expenses from Manager, with the understanding that City is under no obligation to correct any such default. City's exercise of its right to cure shall not act as a waiver of its right to terminate this Agreement for default as provided hereunder. Manager reserves the right to cure any default.
- c. City shall be in default of this Agreement if it fails to perform one or more of its obligations hereunder and such failure continues for more than thirty (30) days after written notice thereof from Manager; provided that if the nature of City's default is such that more than thirty (30) days are reasonably necessary to cure and taking into consideration the gravity and nature of the default. Manager reserves the right to cure any default by the City after notice and a reasonable amount of time to cure

equal to the timelines stated in Section 42 above, without terminating this Agreement and Manager may seek reimbursement for such reasonable expenses from City, with the understanding that Manager is under no obligation to correct any such default. City shall not be in default if City commences to cure within the thirty (30) day period and thereafter diligently proceeds to complete such cure. Upon City's default, Manager shall have the right to:

- i. Cure City's default with the actual and reasonable cost thereof to be reimbursed by City within thirty (30) days of the receipt of an invoice and, failing such timely reimbursement, to offset the cost against payments next coming due from Manager to City; or
 - ii. Terminate this Agreement and seek all remedies available to Manager at law or equity.
 - d. The parties agree to mitigate any damages resulting from any default under this Agreement.
43. **Procedure After Termination.** Upon expiration or termination of this Agreement, Manager shall promptly surrender and deliver to City the Facility and all other property which it is required to deliver to City in the condition existing at the Commencement Date, in broom clean condition, in good working order and condition, as from time to time altered in compliance with this Agreement, ordinary wear and tear excepted, and leaving all of City's equipment and other property owned by City. Manager agrees to execute any and all documents necessary to evidence such transfer promptly upon City request. Manager shall be entitled to remove all decorations, trade fixtures, moveable machinery, FF&E (including Manager FF&E) and other personal property of Manager or its subcontractors or licensees, whether or not the same were temporarily or permanently affixed to real property. Manager shall repair any damages to the Facility resulting from the removals described in the previous sentence. Manager shall surrender all keys to the facility and inform City of all combinations of locks and vaults, if any, in the Facility. All removals and accounting of FF&E and City inspections shall occur no later than the termination date of the Term of the Agreement. In the event of termination of this Agreement, Manager shall cooperate and coordinate with City and any new manager designated by City in order to assure an orderly transition of Manager's responsibilities hereunder.

Upon the termination or expiration of this Agreement, , Manager shall facilitate the transfer of materials such as: administrative control of the Amphitheater website, the official venue domain name, and all official social media accounts and handles, including but not limited to accounts on Amphitheater official Facebook, Instagram, Twitter (X), TikTok, and any other relevant social media platforms, together with non-proprietary digital assets (for clarity: not including Manager's creative assets, Manager's data (in whatever form), Manager created marketing and artwork, etc.), to the City or the City's designated

representative. Manager shall make commercially reasonable efforts to provide and/or transfer all necessary credentials, permissions, and access rights required to effectuate such transfers, and shall cooperate in completing any additional steps necessary to finalize the process in accordance with applicable privacy laws and platform policies.

44. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. To be a valid assignment under this Agreement, any assignee must succeed to all of the rights and interests and assume all of the liabilities and obligations (including, without limitation, all operating losses) of the assignor under this Agreement, and the assignee must agree to cure any prior default of this Agreement committed by the assignor, all in writing to the reasonable satisfaction of the non-assigning party. Notwithstanding anything herein to the contrary, the sale of the stock of Manager, or the sale of the stock of the direct or indirect parent of Manager, or a merger or consolidation, spin-off, or the sale of all or a substantial portion of the assets or business of the direct or indirect parent of Manager shall not constitute an assignment of this Agreement. No agreement that Manager is authorized or empowered to enter into under this Agreement, including, without limitation, any concessionaire agreement, ticketing agreement, sponsorship agreement or service agreement, shall be an assignment of this Agreement or a default under this paragraph.
45. **Merger, Integration and Amendment.** Except as otherwise expressly stated or referenced herein, this Agreement is the entire integrated agreement of the parties. No other agreement, oral or written, prior or contemporaneous, except the Agreement, shall be deemed to exist between the parties. No subsequent agreement or any amendment of this Agreement shall be binding upon the parties unless it is contained in a written document executed by properly authorized representatives of each party.
46. **Approvals; Waiver.** Except as otherwise expressly provided, whenever provision of this Agreement requires a review, determination or approval of a party, such review, determination and approval (or notice of disapproval) shall be in writing and shall not be unreasonably withheld or delayed (except where such review, determination or approval is expressly made subject to the sole discretion or determination of a party), and shall in any event be made within any time limit specified therefore or within thirty (30) days if no time limit is specified. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as consent to or a waiver of any other breach of the same, or any other covenant, condition or duty. No approval or review by City hereunder, or any right of approval or review by City, as to any matter or under any circumstances shall be deemed to constitute Manager as an agent for or acting on behalf of City.

47. **Notices.** Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other party shall be in writing and shall be delivered by personal delivery, including messenger service or overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt or refusal to accept delivery at the address specified in this paragraph, but each party may change its address by written notice given in accordance with this paragraph.

To Manager:

Nashville Riverfront Amphitheater, LLC
One Gaylord Drive
Nashville, TN 37214
Attn: General Counsel

To City:

Director of Finance
Metropolitan Government of Nashville and Davidson County
1 Public Square, Suite 106
Nashville, Tennessee 37201

and to:

Director of Parks and Recreation 511 Oman Street
Nashville, Tennessee 37215 and to:

Director of Law
Metropolitan Government of Nashville and Davidson County
1 Public Square, Suite 108
Nashville, Tennessee 37201

48. **Time of the Essence.** Time is of the essence of this Agreement.
49. **Additional Documents.** Each of the parties to this Agreement, without further consideration, shall execute and deliver such additional documents and shall take other actions as may be reasonably required in order to fully effectuate all of the terms and provision of this Agreement.
50. **Construction of Agreement.** This Agreement is the result of the joint efforts and negotiations of the parties hereto, and no single party is the author or drafter hereof. All of the parties assume joint responsibility for the form and position of each and all of the contents of this Agreement and they agree that this Agreement shall be interpreted as though each of the parties participated in the composition of this Agreement and each and every part thereof.

51. **No Joint Venture.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Manager and that Manager is an independent contractor and not an agent of the City. City and Manager hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City, on one hand, and Manager, its Owners or Affiliates, on the other hand, as joint venturers or partners. Manager is an independent contractor with the rights and obligations provided in this Agreement.
52. **Facility Not To Be Used As Security.** Manager shall not pledge or permit the Facility to be used as security for any loan or obligation of Manager and shall not permit the filing of any lien against the Facility property on account of any work performed by or for Manager or any contract to which Manager is a party. In the event a lien is filed against the Facility or any part thereof relating to any agreement made by Manager, Manager shall promptly cause such lien to be removed by filing an appropriate bond.
53. **Choice of Law, Jurisdiction and Venue.** Any lawsuit relating to this Agreement shall be filed in a court of competent jurisdiction in Davidson County, Tennessee. Tennessee law, without application of Tennessee conflicts of laws principles, shall govern any dispute between City and Manager. The parties hereby consent to personal jurisdiction in such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum or the jurisdiction of such courts.
54. **Limitations On Legal Requirements.** Notwithstanding anything to the contrary contained herein, Manager acknowledges and agrees that the power and authority to adopt, rescind, or amend laws for the Metropolitan Government of Nashville and Davidson County resides with the Metropolitan Council and that nothing contained herein shall in any way obligate the Metropolitan Council to adopt, rescind, or amend Applicable Law, or subject City to any liability on account of the Metropolitan Council's failure to adopt, rescind or amend any Applicable Law.
55. **Telecommunications Structures.** Nothing in this Agreement, other than the conditions of this section, shall be construed to limit City from entering into any lease or other agreement with third parties for uses of the Facility for the installation of telecommunication structures, including cellular towers or antenna or emergency radio towers or antenna, where such towers or antennas do not interfere with Manager's use of the Facility.
56. **No Alterations to Facility Without Manager Consent.** City agrees that it shall not make or allow the making of any alteration or improvement to the Facility without Manager's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

57. **Quarterly Reports.** Manager shall cause to be filed a quarterly report to be submitted to the Director of Metro Parks and Metro Finance as well as the Finance Director. Such quarterly reports will contain, at minimum, events information, Gross Box Office revenue from Concert Events, Title Sponsorship revenue, other revenue or operating expenses associated with Civic Events, attendance, details for any payments owed to the City (e.g., Base Rent Payment, Seat Fees, Private Events Fees, Concession Share), and capital and maintenance projects. Annually, but no later than December 31, a representative of Manager shall cause to appear at a regularly scheduled meeting of the Metropolitan Board of Parks and Recreation and report to such Board on the operation, scheduling and maintenance of the Facility.
58. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Manager certifies that to the best of its knowledge and belief, neither Manager nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metropolitan Government contracts.
59. **Boycott of Israel.** The Manager certifies that it is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119.

Signatures on following page.

**NASHVILLE RIVERFRONT
AMPHITHEATER, LLC**

[CITY OF NASHVILLE]

By: Patrick Moon
An Authorized Signatory
Patrick Moore President

By: Monique Horton Odom *CW*
Monique H. Odom, Director
Department of Parks and Recreation

**APPROVED AS TO FORM AND
LEGALITY**

By: *Zack* *ZK*
An Authorized Signatory

**APPROVED AS TO FORM AND
LEGALITY**

By: Macy Amos
Assistant Metropolitan Attorney

APPROVED AS TO FUNDING

By: Jenneen Reed/Mdl *DH*
Jenneen Reed, Director
Department of Finance

APPROVED AS TO INSURANCE:

DocuSigned by:

Balogun Cobb

66804BF12FP741C
Balogun Cobb
Director of Insurance

Filed with the Metropolitan Clerk: _____

Exhibit Index

Exhibit A-1 Amphitheater and Park Map

Exhibit A-2 Current Amphitheater Public Access Areas

Exhibit A-3 Amphitheater Public Access Areas Following Greenway Enhancement

Exhibit B Agreement on Sound Mitigation Measures

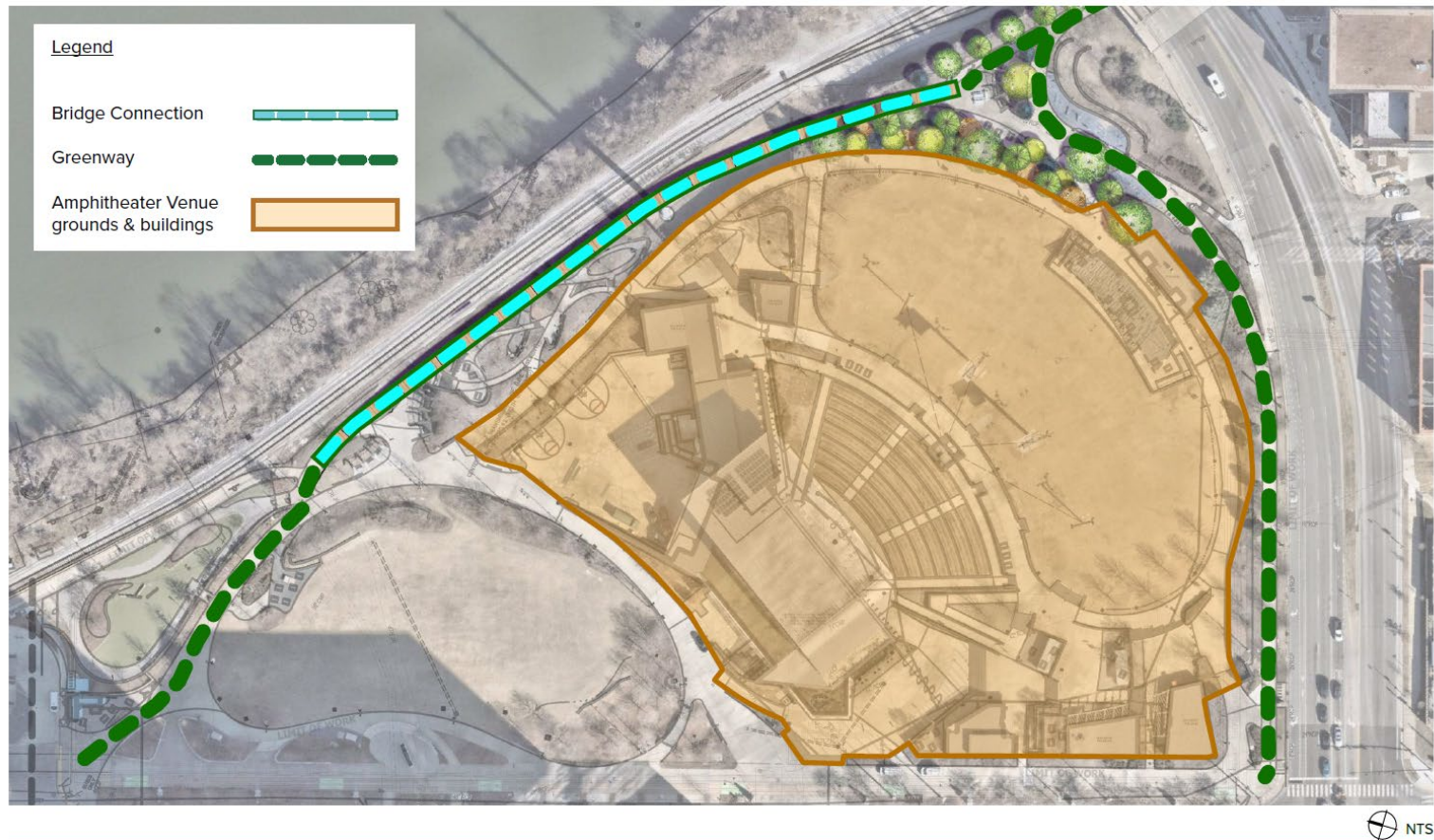
Exhibit C Greenway Enhancements

Exhibit D Manager and City Maintenance Obligations

Exhibit A-1

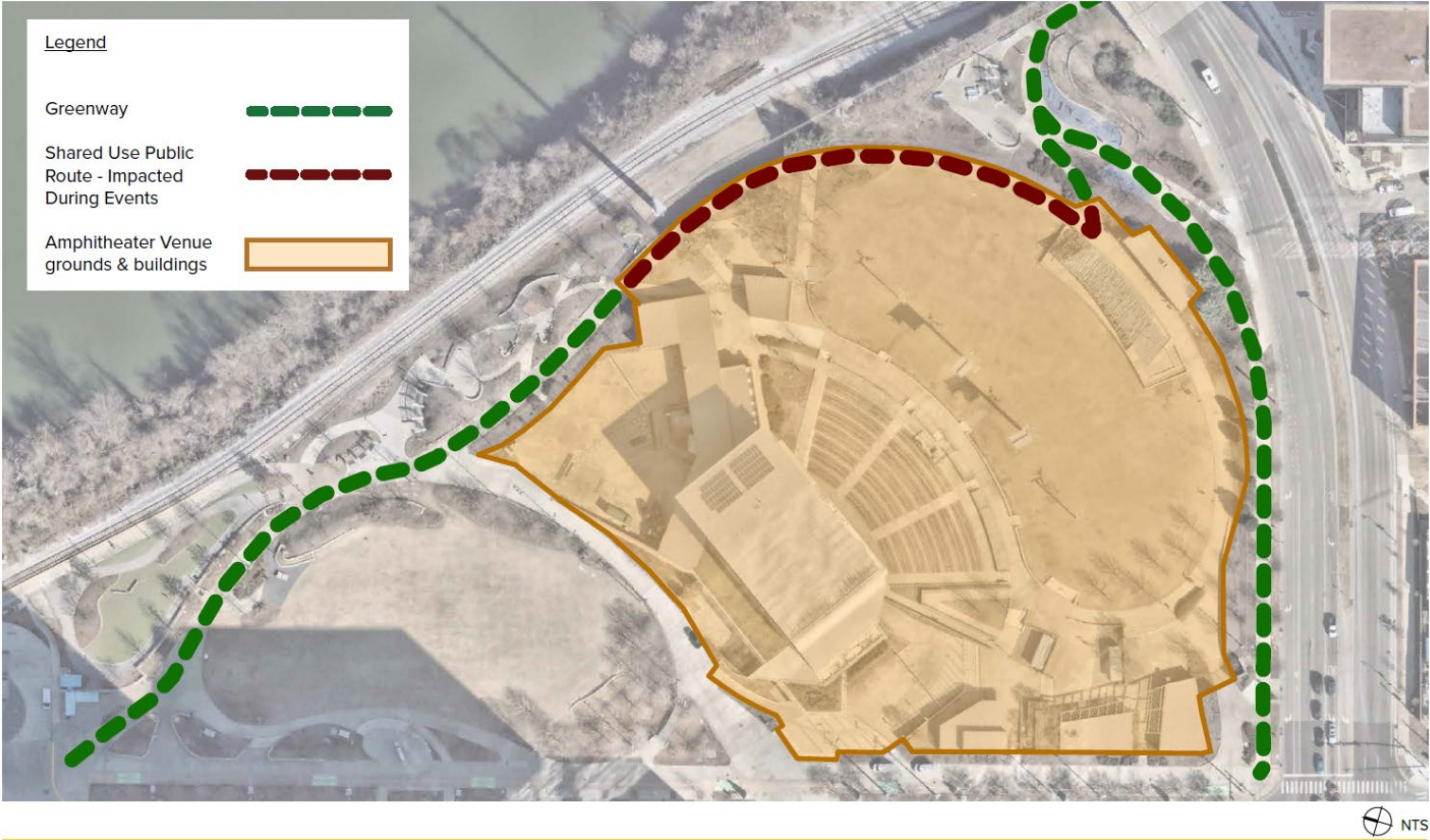
Amphitheater and Park Map

Premises map with agreed upon delineation of spaces after Greenway Enhancement



Premises Map After Greenway Enhancement

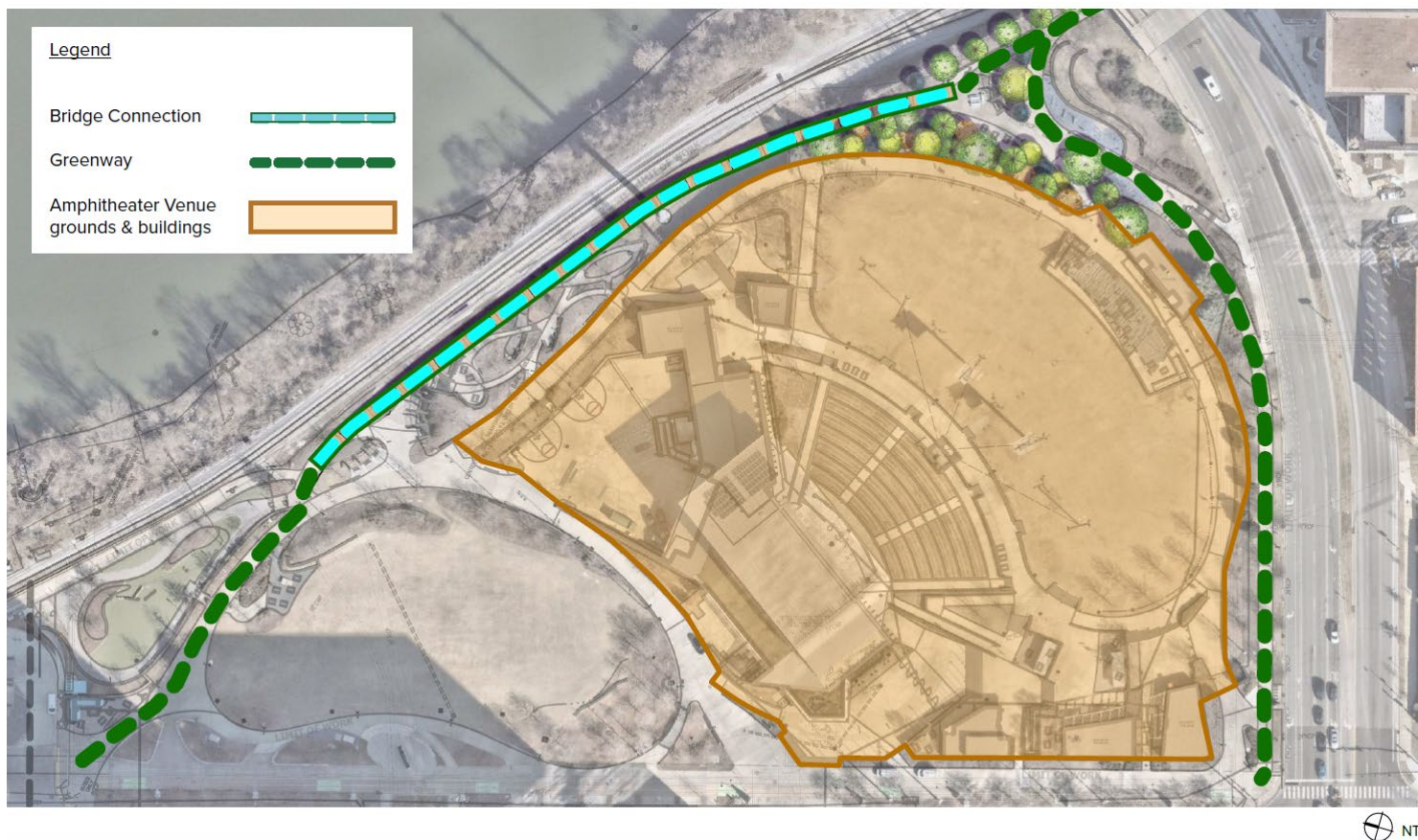
Exhibit A-2
Current Amphitheater Public Access Areas



Current Site Conditions

Exhibit A-3

Amphitheater Public Access Areas Following Greenway Enhancement



Premises Map After Greenway Enhancement

Exhibit B

Agreement on Sound Mitigation Measures

For the Term of the agreement, Manager agrees to use good faith commercially feasible efforts in endeavoring to mitigate the impact of the sound emanating from the operations of the Amphitheater to the surrounding community by instituting the following operational controls:

- Monday through Friday there will be no line check/sound check prior to 2 p.m.
- The 10EaZy dBa sound monitoring system will be utilized.
- No Concert Event or Manager-Promoted Amplified Community Event shall start before 9:00 a.m. nor end after 11:00 p.m. on any day of the week; provided, however, that if a Concert Event or Manager -Promoted Amplified Community Event is delayed or disrupted by Force Majeure or artist delay, then the end time may be extended to midnight but under no circumstances shall any Concert Event or Manager-Promoted Amplified Community Event end later than midnight. Manager shall use good faith commercially feasible efforts to mitigate and minimize any such delays. This limitation shall not apply to “after-concert parties” and/or similar nonpublic, indoor gatherings following Concert Events or Manager -Promoted Amplified Community Events, so long as such events do not involve external sound amplification and are not audible outside the Amphitheater.
- During any Concert Event or Manager-Promoted Amplified Community Event the overall spectrum of the dBa level shall not exceed 102 (A-weighted) at the Front of House (FOH) sound board before, during, or after the performance for any five consecutive minute period.
- If sound levels exceed the dBa levels above, Manager, in accordance with artist contract language, shall fine artists in an effort to encourage those acts to stay within the agreed upon limits. Furthermore, an internal investigation by Manager and Metro Nashville Parks leadership will be initiated. Fines and fine proceeds to be determined during the internal investigation and when applicable will be distributed at the discretion of Metro Nashville Parks. The investigation shall take place within 48 business hours.
- When booking bands with a history of loud performances that may be likely to exceed the agreed upon sound limits Manager will seek to book these bands at local venues other than the Ascend outdoor amphitheater and to not book such bands Sunday through Thursday nights.

Exhibit C

Greenway Enhancements



Elevated Greenway Bridge
Concept Plan

Exhibit D

Manager and City Maintenance Obligations

Manager Obligations

1. General Cleaning, stage and backstage.
2. Seating Maintenance
 - a. Ensure all guest seating locations are in good repair and in acceptable condition
 - i. Lower bowl folded chairs, all VIP seating, communal tables/chairs, and all seating located within the facility.
3. Lighting & A/V
 - a. Provide maintenance to and replace existing “interior” lighting with the exception of any light poles and wall mounted lights. Manager not responsible for lighting outside of the venue along exterior of perimeter Exhibit A-3.
 - b. Replace lighting fixtures that are damaged or non-operational due to business operations.
 - c. Inspect and maintain A/V equipment both fixed and temporary.
4. Electrical & Safety Checks
 - a. Conduct monthly inspection of electrical system to prevent safety issues.
5. Maintain Accessibility
 - a. Ensure ADA compliance for all spared spaces.
6. Landscaping and Outdoor Services for Amphitheater
 - a. Maintain interior landscaping conditions and replace dead shrubs/plants with like for like items.
 - b. Maintain upper event lawn at or better than current conditions – submit annual lawn maintenance plan to city.
7. Pest Control
 - a. Provide regular pest control coverage for the interior of the venue.
8. Signage & Wayfinding
9. Seasonal Prep & Inspections
 - a. Provide seasonal prep in preparation for opening and closing of venue – winterizing/de-winterizing.
 - b. Conduct regular inspections and repair and replace broken pathway lighting, handrails, steps, bathroom fixtures, doors, and items generally damaged by business operations.

City Obligations

1. Structural Safety & Code Compliance
 - Conduct regular inspections to ensure compliance with all relevant building codes as well as the ADA (Americans with Disabilities Act).
 - Address any significant structural issues such as foundation cracks, unstable seating tiers, or aging infrastructure over [estimated amount TBD].
 - Obtain and renew required occupancy and safety permits.
2. Public Health & Sanitation
 - Maintain functional plumbing and water infrastructure.
 - Maintain annual / semi-annual tree trimming and maintenance to interior and exterior of venue.
 - Maintain and repair perimeter fencing, sidewalks, lighting, and common areas surrounding the venue as outlined in Exhibit A-3.
 - Ensure trash and recycling systems are adequate and emptied regularly.
 - Control pests to protect public health.
 - Include Premises in City recycling and waste-reduction programs.
3. Environmental Responsibility
 - Manage stormwater runoff and prevent erosion or pollution.
 - Maintain green spaces (including the Greenway), trees, and landscaping around the Premises outside the Amphitheater as defined in Exhibit A-3

**Notice of Intent to Award**

Solicitation Number	373409	Award Date	4/3/2025 2:11 PM CDT
Solicitation Title	Management of the Nashville Riverfront Amphitheater		
Buyer Name	Scott Ferguson	Buyer Email	scott.ferguson@nashville.gov
BAO Rep	Evans Cline	BAO Email	evans.cline@nashville.gov

Awarded Supplier(s)

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	OEG Holdco, LLC dba Opry Entertainment Group	Company Contact	Opry Entertainment Group
Street Address	1 Gaylord Drive		
City	Nashville	State	TN
		Zipcode	37214

Company Name		Company Contact	
Street Address			
City		State	
		Zipcode	

Company Name		Company Contact	
Street Address			
City		State	
		Zipcode	

Certificate of Insurance

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

Equal Business Opportunity Program

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

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Yes, the EBO Program is applicable.

☒

No, the EBO Program is not applicable.

Monthly Reporting

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

☐

Yes, monthly reporting is applicable.

☒

No, monthly reporting is not applicable.

Public Information and Records Retention

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

Right to Protest

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

DR

Assistant Purchasing Agent (Initial)

Dennis Rowland
Dennis Rowland
Purchasing Agent & Chief Procurement Officer

RFQ# 373409 - Management of the Nashville Riverfront Amphitheater				
Evaluation Criteria	AEG Presents LLC	Live Nation Worldwide, Inc	Mammoth, Inc	Opry Entertainment Group
Round 1				
Solicitation Acceptance	Yes	Yes	Yes	Yes
Contract Acceptance	Yes	Yes	Yes	Yes
ISA Questionnaire Completed and Terms Accepted	Yes	Yes	Yes	Yes
Qualifications and Experience (35 Points)	33	32	26	32
Business Plan (35 Points)	32	33	21	32
Financing Proposal (20 Points)	14	17	15	20
Diversity Practices (10 Points)	9	8	7	5
Round 1 Totals	88.00	90.00	69.00	89.00

Round 2				
Business Acumen (50 Points)	42.00	36.00	Did Not Advance	45.00
Detailed Financial Proposal (50 Points)	33.81	48.25	Did Not Advance	50.00
Round 2 Totals	75.81	84.25		95.00
Grand Total	163.81	174.25	69.00	184.00

Strength & Weaknesses

AEG Presents LLC

Qualifications and Experience (35 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

Weaknesses: Q#3 - Firm did not adequately demonstrate financial and human resource capacity to perform work. Q#4 - Firm's response to listing any current litigation(s) in which key participants are a defendant. Q#6 - Firm provided bios, not resumes.

Business Plan (35 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#1 - Firm demonstrated experience in managing similar venues. Q#3 - Firm is open to facility being open to other promoters.

Weaknesses: Q#4 - Firm's recommendations on how their proposed changes for Greenway would be paid for. Q#5 - Firm's discussion of how capital improvements they determined are needed for improved venue operation would be funded. Q#8 - Firm's response lacked details identifying challenges.

Financing Proposal (20 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#3 - Firm's proposed ticket fee.

Weaknesses: Q#3 - Firm's revenue sharing program including firm's proposed base rent amount.

Diversity Practices (10 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Firm provided carefully curated information packet that supplemented their Diversity Evaluation Form response.

Weaknesses:

Business Acumen (50 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#2 - Firm's response provided details of how they would ensure the amphitheater would be available to a wide range of diverse promoters and artists.

Weaknesses: Q#1 - Firm's response to Overall Venue Naming Rights Q#3 - Firm's response did not adequately describe how they would manage potential risks.

Live Nation Worldwide, Inc

Qualifications and Experience(35 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

Weaknesses: Q#1 - Firm's discussion of knowledge of the projects overall scope lacked specific details. Q#4 - Firm's response to listing any current litigation(s) in which key participants are a defendant.

Business Plan (35 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#1 - Firm demonstrated experience in managing similar venues.

Weaknesses: Q#3 - Firm's explanation how the facility would be available to other promoters. Q#4 - Firm's recommendations on how their proposed changes for Greenway would be paid for. Q#8 - Firm's demonstration of the the business plan and not including challenges with ticketing system.

Financing Proposal (20 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#3 - Overall strong revenue sharing program.

Weaknesses: Q#3 - Proposed revenue sharing program including from non-profits.

Diversity Practices (10 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Firm provided thorough documents.

Weaknesses: Firm's response did not provide the requested Diversity Practices Evaluation Form.

Business Acumen (50 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

Weaknesses: Q#1 - Firms response to Overall Venue Naming Rights. Q#2 - Firms response to Open Room did not cite details of what they would do to ensure that the amphitheater would be available to a wide range of diverse promoters and artists. Q#3 - Firm did not adequately describe how they plan to manage potential risks.

Strength & Weaknesses**Mammoth, Inc****Qualifications and Experience(35 Points)**

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

Weaknesses: Firm's response overall lacked details. Q#2 - Firm's demonstrated related project experience lacked experience as venue operators of amphitheatres. Q#3 - Firm's demonstration of financial and human resource capacity to perform work. Q#5 - Firm's response to proposed organizational structure including defined responsibilities (including any subcontractors/sub-consultants and their ability to undertake the assignment) Q#6 - Firm's relevant experience of proposed team members.

Business Plan (35 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#3 - Firm is open to facility being open to other promoters.

Weaknesses: Q#1 - Firm's experience in managing similar venues. Q#2 - Firm's background and history that uniquely qualify their proposal. Q#4 - Firm's explanation of recommended changes to the Amphitheater property and operation to make the Greenway open to the public at all times and explanation of funding. Q#5 - Firm's discussion of how capital improvements they determined are needed for improved venue operation would be funded. Q#6 - Firm's plans for food & beverage operations. Q#8 - Firm's Demonstration of how the business plan will be implemented including identifying challenges and issues.

Financing Proposal (20 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

Weaknesses: Q#3 - Proposed revenue sharing program including details on how it would be structured.

Diversity Practices (10 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Firm's response provided information that addressed the diversity practices evaluation questions.

Weaknesses: Firm's response did not provide the requested Diversity Practices Evaluation Form and responses lacked detail.

Opry Entertainment Group**Qualifications and Experience(35 Points)**

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

Weaknesses: Q#2 - Firm's demonstration of related project experience. Q#6 - Firm provided bios, not resumes.

Business Plan (35 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#3 - Firm is open to facility being open to other promoters. Q#4 - Firm's explanation of recommended changes to the Amphitheater property and operation to make the Greenway open to the public at all times and explanation of funding.

Weaknesses: Q#1 - Firm's experience managing similar venues. Q#8 - Firm's business plan did not identify challenges.

Financing Proposal (20 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#3 - Overall strong financial proposal.

Weaknesses: Q#3 - Firm did not commit rental amount for non-concert events that are not ticketed.

Diversity Practices (10 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

Weaknesses: Firm's response did not provide the requested Diversity Practices Evaluation Form and responses lacked detail.

Business Acumen (50 Points)

Strengths: Firm's response addressed everything we requested in the RFP except for the weaknesses noted below. Q#3 - Firm's response to how they plan to manage potential risks.

Weaknesses: Q#1 - Firm's response to Overall Venue Naming Rights Q#2 - Firm's response to Open Room did not cite details of what they would do to ensure that the amphitheater would be available to a wide range of diverse artists.

Solicitation Title & Number			RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Management of the Nashville River Front Amphitheater; RFQ# 373409			50	0	50
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
AEG Presents LLC	\$ 27,840,990.13		33.81	0.00	33.81
Live Nation Worldwide, Inc	\$ 39,730,562.95		48.25	0.00	48.25
Opry Entertainment Group	\$ 41,170,000.00		50.00	0.00	50.00

Ferguson, Scott (Finance)

From: Cline, Evans (Finance)
Sent: Tuesday, April 1, 2025 2:12 PM
To: Ferguson, Scott (Finance)
Subject: RFQ 373409 Final Assessment
Attachments: Diversity Practices Evaluation doc- Opry Entertainment RFQ 373409.pdf

Good afternoon. Please accept this as my final assessment for the referenced RFQ. No EBO or SBE/SDV programs were applied, but a 10-point Diversity Practices Evaluation was applied (attached). BAO has reviewed the awardee's diversity plan and provided a score of 5 out of 10 possible points. No B2Gnow monitoring is required for this contract. Please contact me with questions. Thanks.

Evans W. Cline, CCA
Department of Finance - Business Assistance Office (BAO)
Metropolitan Government
Nashville & Davidson County
(O) 615-862-6137

metropolitan government of nashville & davidson county



Vendor Evaluation

for diversity, equity, and inclusion practices

Solicitation Number: 373409

Project Title: Management of Nashville Riverfront Amphitheater

Date: 3/28/25

Questions?

Email BAO@Nashville.gov

submit completed evaluation form to BAO@Nashville.gov.

Vendor Details

Vendor:	Opry Entertainment Group	Contact Person:	Patrick Moore
Email:	pmoore@opry.com	Phone:	n/a
Address:	1 Gaylord Drive, Nashville, TN 37214		
Other:			

Programatic Review

Do you have a specific program to promote the use of black and brown owned, women-owned, LGBT-owned, service disabled veteran-owned, or small businesses?

☐

YES

☒

NO

If NO, proceed to page 3. If yes, upload documentation in the form of a policy manual or similar document.

Do you have measurable goals for the utilization of these types of businesses on non-government projects?

☐

YES

☒

NO

If YES, please provide both the goal and actual achievement for your most recently completed fiscal year -->

Firm Type	Goal	Actual
Minority Owned		
Woman Owned		
LGBT Owned		
Service Disabled Veteran Owned		
Small Business		

Do you have an employee dedicated, in whole or in part, to the administration of this program?

☐

YES

☒

NO

If YES, please provide -->

Program	Staff
Name	
% of time spent on program	
Email/Phone	

Mentorship

Do you participate in any government - sponsored mentorship programs assisting black and brown owned, women owned, LGBT owned, service disabled veteran owned, or small businesses?

☐

YES

☒

NO

If YES, please list them:

Government Sponsor	Business Mentored

Do you provide industry specific training to black and brown owned, women owned, LGBT owned, service disabled veteran owned, or small businesses?

☐

YES

☒

NO

If YES, please complete:

Number Trained	Hours Provided

Briefly, is there anything else about your diversity, equity, and inclusion practices that we should know?

Bidder submitted supplemental Diversity Practices documents in lieu of completing this Diversity Practices Evaluation form.

Scoring was based on the information in the supplemental documents. BAO staff has attached the supplemental documents to the final assessment.

BELOW TO BE COMPLETED BY METRO STAFF

Total Score:

5/10

Initial:

EC

QUESTION	Score	Comment
1	1/2	Deducted one point for lack of detail.
2	1/2	Deducted one point for lack of relevant information.
3	1/2	Deducted one point for lack of relevant information.
4	1/2	Deducted one point for lack of detail.
5	1/2	Deducted one point for lack of detail.



**Notice
Unacceptable Offer**

Solicitation Number	373409	Date	2/10/2025 8:14 AM CST
Solicitation Title	Managment of the Nashville Riverfront Amphitheater		
Buyer Name	Scott Ferguson	Buyer Email	scott.ferguson@nashville.gov
BAO Rep	Evans Cline	BAO Email	evans.cline@nashville.gov

Unacceptable Offer

The following supplier has submitted an offer that is unacceptable:

Company Name	Mammoth, Inc.	Company Contact	Rob Owens		
Street Address	1520 Haskell Ave.				
City	Lawrence	State	KS	Zipcode	66044

Suppliers with unacceptable offers will not be considered for award.

Public Information and Records Retention

Solicitation and award documentation will be available upon request after the intent to award is issued. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

Right to Protest

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Dennis Rowland



Certificate Of Completion

Envelope Id: 2D9AFD9B-1552-4EEA-9CD1-6820E65986FE

Status: Sent

Subject: URGENT!!! Metro Contract 6600212 with Nashville Riverfront Amphitheater, LLC (Parks and Recreation)

Source Envelope:

Document Pages: 61

Signatures: 11

Envelope Originator:

Certificate Pages: 17

Initials: 3

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Nashville, TN 37219

Envelopeld Stamping: Enabled

prg@nashville.gov

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

10/9/2025 8:45:18 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

Signer Events	Signature	Timestamp
Zak Kelley		Sent: 10/9/2025 9:13:56 AM
Zak.Kelley@Nashville.gov		Viewed: 10/9/2025 9:29:12 AM
Finance Manager		Signed: 10/9/2025 9:29:20 AM
Metro Nashville Government	Signature Adoption: Uploaded Signature Image	
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.190	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Chinita White

Chinita.White@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 10/9/2025 9:29:24 AM

Viewed: 10/9/2025 10:08:55 AM

Signed: 10/9/2025 10:09:24 AM



Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.68

Electronic Record and Signature Disclosure:
Accepted: 10/9/2025 10:08:55 AM
ID: ac9b3765-c236-41fd-9ee4-bb6098d83323

Daniel Harden

daniel.harden@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 10/9/2025 10:09:30 AM

Viewed: 10/9/2025 11:35:03 AM

Signed: 10/9/2025 11:40:53 AM



Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.191

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Patrick Moore

pmoore@opry.com

President

Nashville Riverfront Ampitheatre, LLC

Security Level: Email, Account Authentication (None)

Sent: 10/9/2025 11:40:58 AM

Viewed: 10/9/2025 12:23:21 PM

Signed: 10/9/2025 12:23:43 PM

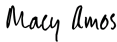


Signature Adoption: Pre-selected Style

Using IP Address: 2a09:bac2:59dc:2905::416:3

Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 10/9/2025 12:23:21 PM
ID: f4bd3c8d-cc47-4dd1-a9bd-c8bf8460356f

Signer Events	Signature	Timestamp
Zak Kelley zak.kelley@nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.190	Sent: 10/9/2025 12:23:47 PM Viewed: 10/9/2025 1:05:01 PM Signed: 10/9/2025 1:05:31 PM
Monique Horton Odom monique.odom@nashville.gov Monique Horton Odom Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/9/2025 1:06:56 PM ID: e0872869-dd92-4d16-95be-5c7527d9f7aa	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.68	Sent: 10/9/2025 1:05:35 PM Viewed: 10/9/2025 1:06:56 PM Signed: 10/9/2025 1:07:47 PM
Jenneen Reed/MAL michelle.Lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191	Sent: 10/9/2025 1:07:53 PM Viewed: 10/9/2025 4:54:32 PM Signed: 10/9/2025 5:00:55 PM
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/9/2025 9:20:59 PM ID: e1478cf8-2f4e-409e-a2b6-6eb84563d4df	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/9/2025 5:00:59 PM Viewed: 10/9/2025 9:20:59 PM Signed: 10/9/2025 9:37:53 PM
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/10/2025 8:00:38 AM ID: 205f6d02-b8be-490d-9893-3bdca5be11c9	 Signature Adoption: Pre-selected Style Using IP Address: 2607:fb90:233c:1b5:f81f:7e33:1f78:affc Signed using mobile	Sent: 10/9/2025 9:38:01 PM Viewed: 10/10/2025 8:00:38 AM Signed: 10/10/2025 8:01:31 AM
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		Sent: 10/10/2025 8:01:37 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Scott Ferguson Scott.Ferguson@nashville.gov Procurement Officer III Metro Nashville Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 10/9/2025 9:13:56 AM
Chris Koster Chris.Koster@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 10/9/2025 9:29:24 AM Viewed: 10/9/2025 9:56:05 AM
Evans Cline Evans.Cline@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/4/2025 7:54:12 AM ID: 38208e6e-fa02-48c7-8da0-780e2730a8ca		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Josh Payson jpayson@opry.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/9/2025 8:31:01 AM ID: 597ee431-ad29-4976-98f6-e7841e1555c5		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/9/2025 9:13:56 AM
Envelope Updated	Security Checked	10/9/2025 1:36:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. **CONFIDENTIALITY** "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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