

**FRAMEWORK AGREEMENT FOR**  
**THE 2024 REPUBLICAN NATIONAL CONVENTION**  
**IN NASHVILLE, TENNESSEE**

THIS FRAMEWORK AGREEMENT FOR THE 2024 REPUBLICAN NATIONAL CONVENTION IN NASHVILLE, TENNESSEE (this “**Agreement**”), dated August 5, 2022 (the “**Effective Date**”) is by and among (a) NASHVILLE 2024 HOST COMMITTEE, a nonprofit corporation organized under the laws of the State of Tennessee with its principal offices located at 424 Church Street, Suite 1401, Nashville, Tennessee 37219-2392 (the “**Host Committee**”); (b) the REPUBLICAN NATIONAL COMMITTEE, an [unincorporated] political committee organized in the District of Columbia with its principal offices located at 310 First Street, S.E., Washington, D.C. 20003, and inclusive of any committee or organization formed by the Republican National Committee to act as its agent for purposes of arranging and managing the Convention (the “**RNC**”); and (c) the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a municipal corporation of the State of Tennessee, (collectively, with all divisions, departments and agencies thereof, “**Metro**.” (Each of the above is sometimes referred to as a “**Party**” or collectively as the “**Parties**.”))

**WITNESSETH:**

**WHEREAS**, the RNC desires that Nashville, Tennessee serve as the site of the 2024 Republican National Convention (the “**Convention**”); and

**WHEREAS**, the Host Committee desires that Nashville, Tennessee serve as the site of the Convention and in connection therewith the Host Committee desires to provide or cause to be provided certain facilities, goods, equipment, and services, and to undertake certain obligations on behalf of the RNC in this Agreement; and

**WHEREAS**, Metro is willing to provide support for security, emergency medical, and other Convention needs as provided herein; and

**WHEREAS**, the Host Committee agrees that it shall make available to the RNC the event facilities as venues for the Convention and uses related thereto as shown on Exhibit B hereto; and

**WHEREAS**, the Parties wish to set out their respective duties and obligations to one another in connection with the Convention;

**NOW, THEREFORE**, in consideration of (a) the RNC’s selection of Nashville, Tennessee as the site for the Convention, and (b) the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1.**  
**DEFINITIONS**

Section 1.1     Defined Terms. In addition to the terms defined in the foregoing recitals, the following words and phrases, as used in capitalized form, in this Agreement, whether singular or plural, have the respective meanings set forth below:

“**ADA**” means the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.* (as amended from time to time).

“**Agreement**” has the meaning set forth in the Preamble hereof.

“**Budget**” has the meaning set forth in Exhibit C.

“**Business Day**” shall mean any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in Washington, D.C. or Nashville, Tennessee.

“**COA**” means the Committee on Arrangements, a committee of the RNC.

“**Convention**” has the meaning set forth in the Recitals hereof.

“**Convention Funds**” has the meaning set forth in Section 2.3(a).

“**Convention Period**” means the period beginning at 12:01 a.m. on the day that is twelve (12) days prior to the opening session of the Convention and extending through 12:00 midnight on the eighth (8<sup>th</sup>) day following the last session of the Convention, which such period will be determined by the RNC on or before January 1, 2023 (or such later date as mutually agreed to by Metro and the RNC in writing) and be in one of the three following slots: either (i) beginning at 12:01 a.m. Local Time on June 24, 2024, or later and ending at 11:59 p.m. Local Time on July 26, 2024; or (ii) beginning at 12:01 a.m. Local Time on July 29, 2024, or later and ending at 11:59 p.m. Local Time on August 30, 2024; or (iii) beginning at 12:01 a.m. Local Time on August 5, 2024, or later and ending at 11:59 p.m. Local Time on September 6, 2024. Upon notice by the RNC on or before December 1, 2023, the Convention Period may begin up to seven (7) days before or after the start date set forth in this definition, provided that the duration of the Convention Period shall not exceed [fourteen (14)] days unless extended pursuant to Section 2.2(b).

**“Convention Period Extension”** has the meaning set forth in Section 2.2(b)

**“Convention Week”** means the period that is three (3) days prior to the opening session of the Convention and extending through 12:00 midnight on the day following the last session of the Convention.

**“Cooperation and Assistance Agreements”** has the meaning set forth in Section 4.4(c).

**“Effective Date”** has the meaning set forth in the Preamble hereof.

**“EMS Services”** means the emergency medical services specified under the Security Plan.

**“Essential Metro Services”** means the services provided in the ordinary course of business by Metro or its affiliates, including, but not limited to, police, fire, emergency medical services, traffic control, trash removal and sanitation, on a scale necessary to host the Convention.

**“Grant Deadline Date”** has the meaning set forth in Section 4.7.

**“Guaranty”** has the meaning set forth in Section 2.3(a).

**“Host Committee”** has the meaning set forth in the Preamble hereof.

**“Insurance Coverages”** has the meaning set forth in Section 6.4.

**“Insured Parties”** has the meaning set forth in Section 6.5.

**“Law Enforcement Conduct”** has the meaning set forth in Section 6.2.

**“Local Time”** means local time in Nashville, Tennessee.

**“Losses”** has the meaning set forth in Section 6.1.

**“Metro”** has the meaning set forth in the Preamble hereof.

**“Metro Indemnitees”** has the meaning set forth in Section 6.1.

**“Nashville Metropolitan Area”** means the city and metropolitan area of Nashville, Tennessee.

**“News Media Work Space”** shall mean the Convention Arena, the MCC, and/or other Convention Facility as chosen by the RNC (provided that such location can reasonably be included within the secured

perimeter established by the Security Plan or within a reasonable distance thereof), or some combination of such facilities, as decided by the RNC in its sole discretion.

**“Official Convention Event”** means each event, activity, or meeting sponsored by the RNC or the Host Committee, which events, activities and meetings are associated with but do not comprise the Convention.

**“Official Convention Event Venue”** means each venue designated by the RNC to be used to carry out Official Convention Events.

**“Party”** or **“Parties”** has the meaning set forth in the Preamble hereof.

**“Reimbursable Costs”** means costs Metro reasonably deems necessary to meet its obligations under this Agreement, excluding those ordinary costs of providing services which Metro would otherwise reasonably incur if the Convention were not held in Metro.

**“RNC”** has the meaning set forth in the Preamble hereof.

**“RNC Indemnitees”** has the meaning set forth in Section 6.2.

**“Security Grant”** has the meaning set forth in Section 4.7.

**“Security Plan”** has the meaning set forth in Section 4.4(a).

**“Special Event”** means an event or activity sponsored by an entity or organization other than the RNC or the Host Committee, which event or activity is associated with but does not comprise the Convention.

**“Special Event Venue”** means each venue that may be used under this Agreement to carry out Special Events.

**“Traffic Control Plan”** has the meaning set forth in Section 4.6(a).

## **ARTICLE 2.**

### **THE CONVENTION; OBLIGATIONS OF THE RNC; HOST COMMITTEE**

Section 2.1 Convention to be Held in the Nashville Metropolitan Area. Metro agrees that, provided the RNC holds the Convention in the Nashville Metropolitan Area during the Convention Period,

Metro will support the Convention as set forth herein. This Agreement will be binding on Metro only after its approval by the Metropolitan Council and upon the date it is recorded with the Metropolitan Clerk.

Section 2.2     Obligations of the RNC.

(a)     *Convention.* The RNC agrees to hold the Convention in the Nashville Metropolitan Area during the Convention Period.

(b)     *Extension of the Convention Period.* In the event that the RNC, despite its reasonable best efforts, is not able to complete the Convention within the time period stated in the definition of “Convention Period,” the Parties will use their reasonable best efforts to extend the Convention Period with respect to those services that are essential to continue the Convention until the Convention adjourns *sine die* (the “**Convention Period Extension**”). All time references in this Agreement shall refer to such time in the Nashville Metropolitan Area. A Convention Period Extension may also occur by the mutual written consent of all Parties.

Section 2.3     Obligations of the Host Committee. The Host Committee has been established and will perform and provide support, hospitality, and welcoming functions in connection with the Convention. The Host Committee agrees that, provided the RNC holds the Convention in the Nashville Metropolitan Area during the Convention Period, the Host Committee shall fully and timely perform all of its obligations set forth in this Agreement and to use best efforts to assist Metro in performing its obligations under this Agreement.

(a)     *Convention Funds.* With the exception of the Security Grant, the Host Committee shall be solely responsible for raising the sum of all necessary funds (the “**Convention Funds**”) to account for all costs and expenses it incurs in hosting the Convention, all pursuant to a budget (and schedule) to be further discussed and agreed between the RNC and the Host Committee. Within six months after the Effective Date, the Host Committee shall use best efforts to secure a grant to Metro in the amount of \$1 million (the “State Grant”) to cover Reimbursable Costs incurred by Metro and other reasonable and necessary costs associated with Metro’s performance under this Agreement (“Additional Expenses”) Metro shall reimburse the Host Committee for any amounts spent from the State Grant if such costs are reimbursed through the Security Grant under Section 4.7. Such reimbursement shall be made to the Host Committee within 30 days of receiving the reimbursement through the Security Grant. Further, to the extent Metro incurs Additional Expenses not covered by the State Grant or the Security Grant under Section 4.7, the Host Committee agrees to reimburse Metro for such Additional Expenses. The Host Committee shall provide a letter of credit in the amount of \$5,000,000 to Metro within six months after the Effective Date guarantying the Host

Committee's financial obligations under this Agreement. Metro may terminate this Agreement without further liability to any other Party if Metro has not received either the State Grant funds or the Guaranty within six months after the Effective Date. Metro will hold State Grant funds in a separate account (the "Convention Account") from Metro's other funds and regularly provide documentation to the Host Committee supporting expenditures made from such Convention Account. After Metro has been fully reimbursed for all Reimbursable Costs, Metro will return any unexpended funds remaining in the Convention Account in accordance with the terms of the Security Grant agreement and State Grant agreement.

(b) For the avoidance of doubt, neither the RNC nor Metro shall be responsible for raising the Convention Funds or paying for the Host Committee's obligations, which shall be the sole responsibility of the Host Committee.

(c) *Additional Non-Financial Obligations.* For a period of six (6) months from the Effective Date, the Host Committee and the RNC shall negotiate in good faith to reach agreement on the additional non-financial obligations of the Host Committee to the RNC, including such provisions as the RNC shall require for the provision of office space; administration; parking; access to key venues; security; transportation; and other matters necessary or appropriate to host the Convention. A non-exclusive list of the key Host Committee obligations, to be more fully defined and agreed between the Host Committee and the RNC, is set forth on Exhibit C hereto. During such six (6) month period, the Host Committee shall also work to obtain such other contracts and instruments as may be requested by the RNC, as well as such other venues as the RNC may request.

(d) *Labor Agreement.* The Host Committee agrees that it will, within one (1) year of the Effective Date, as necessary or appropriate conclude and execute with unions of potential jurisdiction in the Nashville Metropolitan Area an agreement obligating the Host Committee to utilize firms employing or contracting with members of those unions to the maximum extent feasible and obligating the unions to refrain from supporting, participating in or sanctioning any strike, sympathy strike, walkout, work stoppage or other labor action that would interfere with or delay work necessary to put on the Convention, or engage in hand-billing or picketing (including, but not limited to, informational picketing) at the Convention Facilities.

(e) *Outreach Efforts.* The RNC and the Host Committee recognize the importance of supporting local businesses (including women and minority-owned or other historically underutilized businesses) in contracting for goods and services for the Convention and shall take same into account in

fulfilling their respective obligations in this Agreement. To that end, the Host Committee shall make every reasonable effort to identify and solicit bids from businesses of various sizes owned by minorities, women and persons with disabilities, as contractors and as employees, involved in the performance of the responsibilities of the Host Committee hereunder. The Host Committee agrees to develop and implement a comprehensive community outreach plan within one (1) year (or earlier if possible) of the Effective Date.

(f) *Contracting Goals.* The Host Committee and the RNC will use their reasonable best efforts to ensure that, of the aggregate dollar value of all contracts for goods, equipment, services and supplies entered into by the Host Committee pursuant to this Agreement, a significant portion of such contracts will be awarded to minority-owned, women-owned, and persons with disabilities owned business enterprises.

(g) *Insurance.* The Host Committee agrees that it shall procure the insurance in accordance with this Agreement in the type and amounts as set forth on Exhibit D hereto and otherwise in accordance with Article 6 of this Agreement.

### **ARTICLE 3.**

#### **METRO FACILITIES**

Damage. In the event of any partial destruction or injury to any Metro property under use pursuant to this Agreement, beyond normal wear and tear, the Host Committee shall either promptly cause the damaged property to be repaired and restored to its condition prior to the Convention or promptly reimburse Metro for all reasonable costs incurred by Metro in making such repairs and in either event shall promptly reimburse Metro for all damages, if any, resulting with loss of use while repairs are being made.

### **ARTICLE 4.**

#### **PROVISION OF SERVICES BY METRO**

Section 4.1 Permitting. Except as otherwise provided in this Agreement, the Host Committee agrees to secure from Metro all appropriate authority, including, without limitation, licenses, permits, and similar consents and grants, including the payment of Metro's standard permit fees, required for the Convention Complex and the Official Convention Event Venues. Metro agrees to fully cooperate in all reasonable respects with the Host Committee, the RNC and their respective advisors and consultants and to make appropriate Metro personnel available to assist in the planning process, and in obtaining all requisite licenses, permits, consents, inspections, and similar approvals necessary to host the Convention. Metro shall use reasonable, good faith efforts to expedite the review and approval process for any and all

permitting matters, including, without limitation special event permits, zoning or other variances, inspections, design reviews, licenses or other approvals to the extent necessary to permit the design, construction, installation, demolition, removal and restoration activities and logistical movements to be undertaken in connection with the Convention. Metro hereby agrees to designate appropriate officials to serve as the: (a) principal point of contact for the Host Committee and the RNC with respect to such permitting matters and (b) primary Metro contact for all matters related to the Convention. Good faith efforts shall not be deemed to include the adoption or amendment of any ordinance, rule, or regulation.

Section 4.2     Provision of Services Generally. Subject to the terms and conditions hereof, Metro shall supply Essential Metro Services in and around the Convention Complex and shall supply both Customary Facility Services and Essential Metro Services in and around the Metro Licensed Facilities.

Section 4.3     Emergency Medical Services. Metro shall provide or cause to be provided the following EMS Services:

(a)     first aid stations in or around the Convention Complex in such number and at such locations, with such staff as necessary to service a special event of the size and nature of the Convention;

(b)     emergency medical services on a 24-hour basis throughout the Convention Period for the benefit of the Convention, the number and location of any such emergency medical services personnel and the scope of such emergency services to be determined by Metro, taking into account the recommendations of the Host Committee and the RNC; and

(c)     such other services as required by an emergency medical plan prepared by Metro, taking into account the recommendations of the Host Committee and the RNC, which plan shall be implemented in coordination with the Host Committee and the RNC.

Section 4.4     Security Services.

(a)     *Security Plan.* During the Convention Period, Metro will provide police, fire, security, bomb disposal, EMS Services and emergency and rescue services in and around the Convention Complex and at all official Convention-related meetings and activities in the Nashville Metropolitan Area as designated in a security plan developed by Metro in consultation with the Host Committee and the RNC, and in cooperation with the U.S. Department of Homeland Security and its subsidiary agencies and divisions, including the U.S. Secret Service, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies (the “**Security Plan**”), provided that the Host Committee will provide: (i) private security within the Convention Arena to assist in securing property,



equipment and supplies prior to and after the Convention Period; (ii) such safes and secured storage facilities as needed for RNC equipment; (iii) such alarm systems, photo identification / digital access systems and package scanners as may be needed for the Convention offices; and (iv) such other facilities, equipment, software, staff and resources as may be required under this Agreement.

(b) *Security Liaison.* Metro shall designate a high ranking law enforcement officer (or officers) to plan and supervise all such security services, to serve as liaison to the Host Committee, the RNC, and CCA personnel, to cooperate with the U.S. Department of Homeland Security (and its subsidiary divisions and agencies, including the U.S. Secret Service) and such other federal, state and local law enforcement and emergency services agencies as may be involved in developing and implementing the Security Plan, and to coordinate with such security personnel as the Host Committee or the RNC may designate within and without the Convention Complex. The Metro-designated officer (or officers) shall be available on a twenty-four (24) hour basis, seven (7) days a week, by cellular telephone, beginning on February 15, 2024.

(c) *Cooperation and Assistance Agreements.* Given that other municipalities, counties, and/or state agencies and entities will likely be involved in the delivery and fulfillment of Metro's obligations under this Agreement, Metro shall prepare, in consultation with the Host Committee and the RNC, cooperation and assistance agreements to be entered into by Metro and such other municipalities, counties, agencies and other entities necessary to accomplish these obligations ("**Cooperation and Assistance Agreements**"). The Cooperation and Assistance Agreements shall confirm that the signatories will cooperate and assist Metro as necessary in fulfilling its obligations under this Agreement. The majority of the Cooperation and Assistance Agreements shall be executed no later than six (6) months prior to the Convention, and the remainder of the Cooperation and Assistance Agreements shall be executed as soon as possible thereafter.

(d) *Security Grant.*

(i) The Parties agree that Metro shall apply for the Security Grant pursuant to the terms and conditions hereof, and the Host Committee shall use its reasonable best commercial efforts to facilitate such application by Metro.

(ii) To the extent funded by the Security Grant and deemed reasonably necessary by Metro, Metro shall pay for, among other equipment and services, all costs for security consultants retained by Metro in connection with the Convention.

(iii) The Host Committee shall provide at its expense first aid stations and security personnel inside the Convention Complex as customarily provided for a special event at the Convention Complex and shall cause such medical and security personnel shall cooperate fully with Metro to ensure public safety.

#### Section 4.5 Technology and Telecommunications Services.

(a) The Host Committee will pay for and provide for all technology needs relating to the Convention, including without limitation all computers, computer networks (local area and wide area), servers, cloud platforms, cabling, software licenses and maintenance agreements, printers, copiers, scanners, cameras, projectors, email systems, directors, computer aided design systems, Internet, text service, voting and credentialing service, electronic wire services, security systems and equipment (including but not limited to network intrusion detection, firewalls, log and system reviewing tools, auditing and other tools), helpdesk, human resources software, multimedia editing software, backup systems, and all necessary installation, implementation and operational personnel.

(b) The Host Committee will further pay for and provide for all other reasonable communication needs relating to the Convention, including without limitation a communications system with Voice Over Internet Protocol and such other features as the RNC may require, phones, fiber, cable and wire to make the communications system operable, wireless voice and data devices, two-way radios, wireless service, local and long distance telephone service, audio and video transmission facilities and service, satellite/cable television service, RF frequency coordination and language interpretation services.

#### Section 4.6 Transportation Liaison and Planning.

(a) Metro, in consultation with the RNC, the Host Committee and the U.S. Secret Service, will develop and implement a traffic control plan (the “**Traffic Control Plan**”) for the Convention that may include the closing of streets. Metro will assign an appropriate official or consultant to assist in planning, coordinating and implementing all traffic control services and to serve as liaison with the RNC, the Host Committee, and any consultants engaged by the Host Committee at the RNC’s direction. Metro, at no cost to the RNC, shall provide, during the Convention Period, adequate traffic control personnel to facilitate the orderly flow of traffic in the into, from, and between the Convention Complex and the Special Event Venues used by the RNC pursuant to this Agreement, each of the hotels housing participants of the Convention, and area airports, pursuant to such Traffic Control Plan. The Traffic Control Plan will provide for exclusive

use by the RNC of space sufficient for the parking of buses as close as possible to the Convention Complex to permit convenient and efficient debarkation and embarkation to and from the Convention Complex. The Traffic Control Plan will include, without limitation, reasonable provisions, subject to applicable law, for ensuring vehicular and pedestrian movements related to the Convention through the public property surrounding or adjacent to the Convention Complex, and the other Convention Facilities and the Special Event Venues, as necessary, as well as the closing of streets or other public byways, and the provision of restricted traffic lanes.

(b) The Host Committee will provide for all other reasonable transportation needs relating to the Convention, including without limitation transportation for Convention delegates and attendees to and from airports, hotels, housing accommodations, the Convention Arena, Convention offices and other Convention facilities.

#### Section 4.7 Federal Security Grant.

(a) Metro's obligations under this Agreement shall be conditioned upon Congressional appropriation not later than six (6) months before the Convention Period (the "**Grant Deadline Date**") of a federal government grant (the "**Security Grant**") to reimburse Metro for Reimbursable Costs. Metro shall use best efforts to keep Reimbursable Costs within the amount of the Security Grant and shall keep the Host Committee reasonably informed regarding same, consistent with the requirements of public safety. To the extent the Reimbursable Costs exceed the amount of the Security Grant (the amount by which such Reimbursable Costs exceed the amount of the Security Grant being the "**Cost Overrun**"), the Host Committee shall upon demand promptly reimburse Metro in full for such Cost Overrun. In calculating the Cost Overrun subject to reimbursement by the Host Committee, (i) the Host Committee shall be entitled to a credit on a dollar-for-dollar basis for the actual residual value of any tangible personal property or other capital assets ("**Hard Assets**") procured through the Security Grant for or on behalf of Metro that are retained by Metro following the Convention and have residual value to Metro (as determined by the Chief of Police in consultation with the Host Committee using such Chief of Police's reasonable good faith judgement in making such determination), before any reimbursement of Cost Overrun by the Host Committee over the amount of the Security Grant is due; and (ii) the Host Committee will only be responsible for the Cost Overrun to the extent such Cost Overrun would have been eligible for reimbursement under the Security Grant had the amount of the Security Grant not been exceeded. Subject to compliance with state and federal procurement requirements, the Host Committee shall be entitled to consult with Metro in formulating its budget for, and otherwise assist with the

procurement of goods and services for which the Host Committee might be responsible hereunder. In addition, in the event Metro notifies the Host Committee of Cost Overrun, Metro and the Host Committee agree to work in good faith to identify third-party sources of funding for such Cost Overrun and to work with other state, county and local law enforcement agencies to secure resources.

Section 4.8 In the event that the Security Grant has not been duly appropriated and committed for the benefit of Metro on or before the Grant Deadline Date, the Host Committee shall notify Metro in writing within 7 days after the Grant Deadline Date whether the Host Committee will assume unconditional responsibility for reimbursing Metro for all incurred Reimbursable Costs. If the Host Committee decides to assume such unconditional responsibility, it shall with such notice provide a letter of credit securing such reimbursement obligation in an amount that is equal to the amount Metro reasonably anticipates spending to fulfill its obligations under this Agreement. If the Host Committee fails to timely deliver such notice or letter of credit, Metro shall have the right to terminate this Agreement immediately by written notice to the other Parties and shall in that event have no liability to the other Parties, or any other person or entity, under this Agreement or otherwise; provided, however Metro or the Metropolitan Council's election not to accept an appropriated grant shall not constitute Congressional failure to appropriate the Security Grant. In such a termination event, the Host Committee shall reimburse Metro for all Reimbursable Costs that Metro has paid or become obligated to pay to third parties prior to issuing such termination notice (collectively, the **"Termination Reimbursement"**). Upon a termination under this paragraph, Metro shall have the right to retain any Hard Assets. In calculating the Termination Reimbursement, the Host Committee shall be entitled to a credit on a dollar-for-dollar basis for the actual residual value (as determined by the Chief of Police in consultation with the Host Committee, using such Chief of Police's reasonable good faith judgement in making such determination) of such retained Hard Assets. At all times following the Effective Date until the date on which the Security Grant is appropriated, Metro shall seek to include in every contract for Reimbursable Costs to which Metro becomes a party a right to cancel such contract at no cost in the event that this Agreement were to terminate pursuant to this Section 4.7(b). For any such contract involving an amount in excess of one hundred thousand dollars (\$100,000), where Metro is unable to secure a right to cancel or where the cost or terms of such cancellation right is material, Metro will consult with the Host Committee within a reasonable period of time prior to entering into such contract.

Section 4.9 Enforcement of Taxicab Rates; Cost Controls on Self-Service, Attendant and Valet Parking. During the Convention Period, and Metro agrees to maintain its current practices with respect to enforcement of such regulations as may be in effect as of the Effective Date that govern fares and fees for regularly scheduled and chartered bus service, limousine service, and taxi service in Davidson County. In

addition, Metro shall take no action to prohibit the operation during the Convention Period of Uber, Lyft or similar reputable ride share. The Host Committee agrees to use best efforts to secure the agreement of hotel and non-Metro venues providing hotel accommodations, Official Convention Event Venues and Special Event Venues, as applicable, that their vehicle parking rates and valet parking rates during the Convention Period are reasonable and consistent with the rates charged for non-special events during the prior calendar year.

Section 4.10    Advertising.

(a)      To the extent permitted by existing law, practice, and Metro's contracts with third parties, Metro shall permit the Host Committee and its assigns to temporarily hang or display signage relating to the Convention within the secured area around the Convention Complex in Metro's rights-of-way and on Metro-owned facilities, at costs and commercial terms consistent with other large events in the Nashville Metropolitan Area.

(b)      The Host Committee, in consultation with the RNC, shall submit to Metro for review and approval a comprehensive general signage plan for the temporary display of signage in the Nashville Metropolitan Area and such other areas as reasonably requested by the Host Committee or the RNC in the plan. Metro shall, subject to state and federal law and Metro's zoning and other ordinances, allow private entities to appropriately display signage in accordance with the approved plan during the Convention Period, up to thirty (30) days prior to the Convention Period and up to one (1) week following the Convention Period.

**ARTICLE 5.**

**REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

Section 5.1    Representations and Warranties of the Host Committee. The Host Committee hereby represents and warrants as follows:

(a)      The Host Committee is a nonprofit corporation established for a public benefit and charitable purpose that will file for status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, validly subsisting under the laws of the State of Tennessee, and has the corporate power and authority and the legal right to execute, deliver, and perform this Agreement.

(b)      The Host Committee has taken all necessary corporate action to authorize and approve the execution, delivery, and performance of this Agreement by the Host Committee.

(c) The execution, delivery, and performance of this Agreement by the Host Committee does not conflict with or constitute, on the part of the Host Committee, a violation of, breach of, or default under any provision of its Articles of Incorporation or Bylaws, or any statute, indenture, resolution, mortgage, deed of trust, note agreement, or other agreement or instrument to which the Host Committee is a party or by which the Host Committee is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Host Committee or any of its activities or properties.

(d) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending or threatened before any court, public board, or body, against or affecting the Host Committee, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability of this Agreement.

(e) Neither the Host Committee nor any person has, on its behalf, agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

Section 5.2     Representations and Warranties of the RNC. The RNC hereby represents and warrants as follows:

(a) The RNC is an [unincorporated] association validly created by and existing under *The Rules of the Republican Party* as adopted on August 24, 2020 by the 2020 Republican National Convention at Charlotte, North Carolina.

(b) The RNC has taken all actions necessary to approve and authorize the execution, delivery, and performance of this Agreement by and on behalf of the RNC.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the RNC and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the RNC enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement do not conflict with, or constitute on the part of the RNC, a violation of, breach of, or default under, any statute, rule, indenture, resolution, mortgage, deed of trust, note agreement, or other agreement or instrument to which the RNC is a party or by which the RNC is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the RNC or any of its activities or properties.

(e) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending or threatened before any court, public board, or body, against or affecting the RNC wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability of this Agreement.

Section 5.3 Representations and Warranties of Metro. Metro hereby represents and warrants as follows:

(a) Metro is a municipal corporation created and existing pursuant to the Constitution and laws of the State of Tennessee and has the full legal right, power, and authority to enter into and perform this Agreement.

(b) As of the Effective Date, Metro will have taken all action required to authorize and approve the execution, delivery, and performance of this Agreement by and on behalf of Metro.

(c) This Agreement has been duly and validly authorized, executed, and delivered by Metro and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of Metro enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement by Metro does not to its actual knowledge violate or constitute a breach of or default under Metro's Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of Tennessee or of the United States.

(e) There is no action or proceeding pending against Metro in court or threatened in writing against Metro, a final adverse determination of which would reasonably be expected to materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability against Metro of, or its ability to perform, this Agreement.

(f) Neither Metro nor any person so authorized to act on Metro's behalf has agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

## **ARTICLE 6.**

### **INDEMNITY AND INSURANCE**

Section 6.1 Indemnification of Metro. The Host Committee shall, to the fullest extent of the law, indemnify, defend, and hold harmless (i) Metro together with its respective elected officials, officers,

directors, employees and agents (collectively, the “**Metro Indemnitees**”) from and against any and all claims, liabilities, obligations, losses, penalties, damages, charges, costs and expenses, including reasonable fees and disbursements of accountants or attorneys (collectively, “**Losses**”) that may be incurred by or asserted against the Metro Indemnitees, in any way directly or indirectly related to the Convention, to the extent arising out of or relating to (a) the negligence or willful misconduct of the Host Committee, the RNC or their respective employees or agents, (b) breach by the Host Committee, the RNC, or their employees or agents of this Agreement, or (c) the Law Enforcement Conduct of the Metro Indemnitees; except to the extent that any such Losses result from the gross negligence or willful misconduct of the Metro Indemnitees.

Section 6.2     Indemnification of the RNC. the Host Committee shall, to the fullest extent of the law, indemnify, defend, and hold harmless the COA, the RNC and all their respective members, officers, employees and agents (collectively, the “**RNC Indemnitees**”) from and against any and all Losses which may be imposed upon, incurred by, or asserted against any of such RNC Indemnitees, arising out of or relating to (a) the negligence or willful misconduct of Metro, the CCA or their respective employees or agents, (b) breach by Metro or the CCA or its employees or agents of this Agreement, (c) any bodily injury, personal injury, or related property damages sustained by any person or organization (including without limitation relating to Law Enforcement Conduct) or (d) relating to the facilities or services to be provided by Metro or the Host Committee, except to the extent that any such Losses result from the gross negligence or willful misconduct of the RNC Indemnitees. Notwithstanding any other provision in Section 6.1 or Section 6.2, the Host Committee’s indemnity obligations in Section 6.1 and Section 6.2 shall, without limitation, also extend to the following law enforcement activities of the Metro Indemnitees, or the Metro Indemnitees’ approved law enforcement activities for others: (i) false arrest, detention or imprisonment; (ii) malicious prosecution; (iii) assault and battery; (iv) violation of civil rights; (v) violation of property rights; or (vi) failure of the Metro Indemnitees and its employees to follow departmentally approved policy(ies) or procedure(s) (collectively, the “**Law Enforcement Conduct**”).

Section 6.3     Limitations of Liability.

(a)     Neither the RNC nor Metro shall be liable to the Host Committee for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder or under any other associated agreements in connection herewith.

(b)     The RNC is an [unincorporated association] created by *The Rules of the Republican Party* adopted by the 2020 Republican National Convention in Charlotte, North Carolina. The members, officers, employees, and agents of the RNC and of all committees thereof shall not be personally liable for any debt,



liability, or obligation of the RNC or of any such committee. The Host Committee will use best efforts, contractually and otherwise, to ensure that all persons, corporations, or other entities extending credit to, or contracting with, or having any claim against, the RNC or any committee thereof in connection with the Convention will look only to the funds and property of the RNC or any committee thereof for payment of any such contract or claim or for payment of any debt, damages, judgment, or decree or any money that may otherwise become due or payable to them from the RNC or from any such committee.

(c) Nothing in this Agreement shall be construed to deem any Party to be a partner, joint venturer, employee, or agent of any other Party, it being intended that each such Party is and shall remain an independent party solely responsible for its own actions. Except as expressly provided, herein, no Party shall be liable under any contract or obligation of any kind, or other legal theory, for the acts or omissions of any of the other Parties, or any other Party's respective members, officers, directors, officials, employees, agents, vendors, contractors, and subcontractors at any tier. Except with respect for claims for which indemnification is sought pursuant to Article 6, including with respect to breach of this Agreement by the Host Committee, no Party shall be liable to any other Party, under any legal theory, for any consequential, special, punitive, indirect or other Losses of any kind. This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, affiliate, agent, attorney or other representative of any Party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto under this Agreement or for any claim or action based on, in respect of or by reason of the transactions contemplated hereby.

Section 6.4 Limitation of Liability With Respect to Insurance Coverages. Provided that the coverages contemplated by this Article 6 have been obtained, no Party shall be required to expend, in order to indemnify another Party under or by virtue of any indemnity set forth in Section 6.1, in excess of the amounts required to procure and satisfy any associated retentions or deductibles under insurance coverages as shown in Exhibit D, as adjusted by the Insured Parties to the extent permitted in this Agreement (the “**Insurance Coverages**”), of which such indemnifying Party is the beneficiary, named insured or loss payee under Section 6.4. Metro Indemnitees agree to seek recourse for all indemnity obligations set forth in Section 6.1 and, except as aforesaid, any associated Losses first from the Host Committee's Insurance Coverages. Notwithstanding any provision of this Agreement to the contrary, (I) the RNC shall not be liable to the Host Committee or to any other Party for loss of or damage to any item of personal property,

equipment or supplies, it being understood that any claim whatsoever against the RNC for such loss or damage will be covered by insurance and, to the extent not covered by insurance, the RNC will be indemnified for such loss or damage by the Host Committee and (II) no Party, nor any one acting on their behalf, directly or indirectly, shall bring any claim against any officer, director, employee or agent of the Host Committee for indemnification under this Article 6 under any legal theory that would subject such individual to personal liability.

Section 6.5 Insurance Coverages. No later than six (6) months before the Convention, the Host Committee shall obtain, at its cost, Insurance Coverages in such amounts and forms as Metro and the RNC shall mutually agree, but not less favorable in amount or coverage than as shown on Exhibit D, and shall provide upon request to the RNC or Metro, as applicable, one or more certificates of insurance evidencing such Insurance Coverages. Except for workers' compensation, each of the Insurance Coverages shall name the RNC, the Host Committee and Metro as additional insureds or loss payees (collectively, the “**Insured Parties**”). Payment and full satisfaction of any and all deductibles owed as to any of the Insurance Coverages obtained by the Host Committee shall be the sole responsibility of the Host Committee, and the Host Committee's failure to comply with this provision shall be deemed a failure to procure Insurance Coverages in conformance with this Section 6.5. Notwithstanding any other provision in Article 6, the Host Committee shall defend, indemnify and hold harmless the Insured Parties for any and all Losses incurred by the Insured Parties which are directly or indirectly related to the Host Committee's failure to procure Insurance Coverages in conformance with this Section 6.5.

Section 6.6 Terms of Insurance Policies. All policies of insurance shall be in full force and effect with respect to their coverage for any occurrence during appropriate periods contemplated by this Agreement, shall require at least thirty (30) days' written notice to the RNC and Metro prior to cancellation thereof, and shall include express provisions in which the insurer (a) waives its subrogation rights against, and (b) agrees to defend the Insured Parties. No policy procured shall impose any obligation upon the RNC or Metro whatsoever to pay any deductible, self-insured retention or self-insured participation in connection with any claim. Original copies of all policies shall be furnished to the Insured Parties, as applicable.

## **ARTICLE 7.**

### **GENERAL PROVISIONS**

Section 7.1 Additional Actions and Documents. Each of the Parties agrees to use its best efforts to take or cause to be taken such further actions; to execute, deliver, and file or cause to be executed, delivered, and filed, such further documents; to reasonably cooperate to achieve the intended goals of this

Agreement; and to use best commercial efforts to obtain such consents, as may be necessary or as may be reasonably requested in order fully to effectuate the purposes, terms and conditions of this Agreement. Metro agrees that time is of the essence in the performance of its respective obligations under this Agreement. Unless expressly provided in this Agreement, best efforts shall not require Metro's adoption or amendment of any ordinance, rule, or regulation.

Section 7.2     Assignment. Except as expressly provided herein, no portion of this Agreement or any right or obligation hereunder may be assigned, in whole or in part, whether by operation of the law or otherwise, by any Party without the prior written consent of the other Parties; provided, the RNC may at any time assign its rights and obligations hereunder to the COA, in which event it shall provide written notice of same to the other Parties hereto.

Section 7.3     Amendment. No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by all the Parties hereto. Except as expressly provided, this Agreement may not be terminated, suspended, waived, abrogated or cancelled by the Host Committee or Metro, except by the written agreement of the RNC.

Section 7.4     Survival. All covenants, agreements, statements, representations, and warranties made in this Agreement shall survive the execution and delivery of this Agreement and any investigation, audit, or inspection made by any other person, entity, or organization.

Section 7.5     Waiver. No waiver of, no delay in exercising (with the exception of the prompt and timely notification of claims), and no omission to exercise, any rights or remedies by any Party shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this Agreement.

Section 7.6     Severability of Provisions. The provisions of this Agreement shall be severable and divisible, and the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

Section 7.7     Headings; Exhibits. The Article and Section headings in this Agreement are solely for the convenience and reference of the Parties and are not intended to be descriptive of the entire contents of any such Articles or Sections and shall not limit or otherwise affect any of the terms or provisions hereof. Exhibits attached hereto are hereby made a part of this Agreement.

Section 7.8     Notices.

(a) Except as otherwise provided herein, all notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email transmission and in the case of email transmission, with copies by overnight courier service or registered mail to the respective parties as follows (or, in each case, as otherwise notified by any of the parties hereto) and shall be effective and deemed to have been given (a) immediately when sent by email between 9:00 a.m. and 6:00 p.m. (Nashville time) on any Business Day (and when sent outside of such hours, at 9:00 a.m. (Nashville time) on the next Business Day), and (b) when received if delivered by hand or overnight courier service or certified or registered mail on any Business Day:

If intended for the Host Committee:

Waller Lansden Dortch & Davis

Attention: James Weaver

E-mail: [james.weaver@wallerlaw.com](mailto:james.weaver@wallerlaw.com)

511 Union Street, Suite 2700

Nashville, TN 37219

If intended for the RNC:

Republican National Committee

Attention: Richard Walters, Sr. Advisor

E-mail: [rwalters@gop.com](mailto:rwalters@gop.com)

310 First Street, S.E.

Washington, D.C. 20003

Copy (which shall not constitute notice) to:

Republican National Committee

Attention: Matt Raymer, Council

E-mail: [matt.raymer@gop.com](mailto:matt.raymer@gop.com)

310 First Street, S.E.

Washington, D.C. 20003

If intended for Metro:

Director of Finance

106 Metro Courthouse

Nashville, TN 37201

E-mail: [kelly.flannery@nashville.gov](mailto:kelly.flannery@nashville.gov)

Copy (which shall not constitute notice) to:

Director of Law

108 Metro Courthouse

Nashville, TN 37201

E-mail: [wally.dietz@nashville.gov](mailto:wally.dietz@nashville.gov)

(b) The representatives for any Party and any Party's address or email address may be changed by written notice to the other Parties. Each notice, demand, request, or other communication transmitted in the manner described in Section 7.8(a) shall be deemed sufficiently given, served, sent, and received at such time as it is delivered to the addressee (with the return receipt, delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery), or at such time as delivery is refused by the addressee.

Section 7.9 Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and have participated jointly in the drafting of this Agreement and, therefore, waive the application of any laws, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 7.10 Compliance with Laws and Rules and Regulations. The Parties shall comply with, and use their best efforts to cause to be complied with by any contractors, subcontractors, volunteers, or consultants, the requirements of all applicable laws, statutes, regulations, and ordinances in the performance of this Agreement, including, without limitation, building codes; laws pertaining to health, fire, or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and non-discrimination laws.

Section 7.11 Governing Law. This Agreement and all disputes arising under this Agreement shall be governed, construed, and decided in accordance with the laws of the State of Tennessee, notwithstanding the conflict or choice of law provisions of that or any other jurisdiction which might dictate another outcome.

Section 7.12 Exclusivity. Metro agrees and understands that the RNC is a political organization as defined in Section 527 of the Internal Revenue Code and that the Convention relates to the RNC's business. Metro agrees that contracting with adverse political organization(s) to hold events during the Convention Period could negatively impact the Convention. Metro agrees that it will not enter into any agreement with any third party following the Effective Date that would negatively impact the ability of the RNC and Host Committee to conduct the Convention contemplated by this Agreement.

Section 7.13 Entire Agreement. This Agreement (including all Exhibits hereto) contains and constitutes the entire agreement of the Parties with respect to the subject matter it covers and supersedes all prior or other negotiations, representations, and agreements between the Parties and their representatives.

Section 7.14 Statutory and Constitutional Rights. Nothing in this Agreement shall be construed to limit the statutory or constitutional rights of freedom of speech or freedom of assembly that would apply during the Convention, and any provision contrary to those rights shall be null and void.

Section 7.15 Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. For purposes of executing this Agreement, a document signed and transmitted by facsimile or electronic mail attaching a PDF or similar file shall be treated as an original document, the signature of any Party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

**NASHVILLE 2024 HOST COMMITTEE**

By:\_\_\_\_\_

Name:

Title:

*[Signatures Continue on Next Page]*

**IN WITNESS WHEREOF**, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

**REPUBLICAN NATIONAL COMMITTEE**

By: \_\_\_\_\_

Name: Ronna McDaniel

Title: Chairperson

*[Signatures Continue on Next Page]*



**IN WITNESS WHEREOF**, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

**METROPOLITAN       GOVERNMENT       OF  
NASHVILLE AND DAVIDSON COUNTY**

Approved as to availability of funds:

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Kelly Flannery, Director of Finance

Approved as to form and legality:

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Metropolitan Attorney

*[Signatures Continue on Next Page]*

EXHIBIT A

NOT USED

## EXHIBIT B

### HOST COMMITTEE LICENSED FACILITIES

1. The Country Music Hall of Fame and Museum
2. Ryman Auditorium
3. Commercial Spaces at the 5<sup>th</sup> and Broadway Complex
4. Bars on Broadway from Rep. John Lewis Way – 3<sup>rd</sup>
5. Gaylord Opryland Resort & Convention Center
- [6. Additional facilities to be listed here]

## EXHIBIT C

### HOST COMMITTEE OBLIGATIONS

In addition to the other obligations provided in this Agreement, the Host Committee will accomplish the following tasks and achieve the following objectives:

(1) Creation of a host committee of civic and business leaders to advocate for and plan the Convention, including executive officers and directors appropriate for an organization consistent with transactions of this type, including a chief executive officer acceptable to the RNC, to work with and liaise with Metro and other officials for a smooth and efficient running of the Convention.

(2) Prepare a budget for the Convention (the “**Budget**”), which such budget shall include the Host Committee’s best estimate of the reasonable costs of the Host Committee’s carrying out of its obligations under this Agreement. The Budget shall include certain budget categories and line items deemed “Transferable” and others deemed “Non Transferable.” Transferable budget items shall be those which the RNC shall have the right, in its sole discretion, to cause the Host Committee to transfer freely among Transferable budget categories or line items. Non Transferable shall be budget items which the RNC shall not have the right to cause the Host Committee to transfer freely among Transferable budget categories or line items. Priority of fundraising objectives as between Transferable and Non Transferable budget items, schedules and timeframes, treatment of in kind donations, bank accounts, and other financial matters will be fully addressed in the Budget.

(3) In conjunction with the RNC and Metro, develop appropriate loss prevention and other security plans for a safe and secure Convention. In that respect, the RNC and the Host Committee recognize the importance of protecting the First Amendment free speech and assembly rights of all citizens, and in that spirit will work to develop plans that allow for all citizens to be able to use their rights in a safe and secure environment in connection with the Convention.

(4) As requested by the RNC from time to time, secure all necessary venues for hosting the Convention as reasonably requested by the RNC from time to time, including as necessary

securing such additional facilities as the RNC may direct, including Titans Stadium, and such adjacent and nearby areas and activities, including parking lots, for the exclusive use of the RNC and the Convention, including without limitation those venues set forth on Exhibit B.

(5) Secure written agreements with hotels in the Nashville Metropolitan Area and surrounding areas for the benefit of and allocation to the RNC during the Convention.

(6) Secure appropriate office space for the exclusive use of the RNC, inclusive of all required supplies, equipment, phone, and internet services customary for an office, for such personnel as the RNC may request.

(7) Secure the Convention Arena for use as all or part of the News Media Work Space. This secured space will include space for credentialing, media access, special and exclusive venue usage and such other usages as the RNC may request.

(8) Establish a protocol for hiring and retention of contractors, labor, service providers (including, but not limited to, the construction and modification of furnishings and fixtures at the Convention Arena and the MCC), and such other services as shall be necessary to host the Convention. In that respect, the Host Committee and the RNC recognize and agree that usage of local area labor and businesses, and of minority, women-owned and historically underutilized businesses, is of critical importance, and shall take such into account in the Host Committee's hiring, retention and contracting practices in connection with the Convention.

(9) Provide or secure appropriate lighting, sound system/acoustics, electricity, HVAC, water, bus, cars and other transportation, toilets, janitorial services, trash collection, medical services, security, parking, IT and related technology, facilities management, signage and such other services, furnishings and related goods and services as the RNC shall request in order to host the Convention.

(10) Provide delegate experience packages and retain volunteers and other staff for the use of the RNC as the RNC shall designate from time to time.

## EXHIBIT D

### INSURANCE REQUIREMENTS

A. Host Committee Insurance Requirements. The Host Committee shall separately maintain at its sole expense and show evidence of the following minimum insurance coverages and such policies shall name Metro, the RNC and COA as named insureds and shall be primary over any insurance maintained by Metro, the RNC and/or the COA.

1. Commercial General Liability Insurance and/or Umbrella Liability with a combined single limit for bodily injury, personal injury, and property damage in the amount of \$25,000,000 per occurrence and in the aggregate, except during the Convention Week, when such a combined single limit shall be at least \$100,000,000 of unimpaired limit. Umbrella must cover over the general liability, auto liability, employers' liability, and law enforcement liability.

2. Comprehensive Business Automobile and/or Umbrella Liability insurance with a combined single limit per occurrence for bodily injury and property damage of not less than \$25,000,000 applicable to hired, non-owned, loaned and scheduled vehicles used in conjunction with the preparation and presentation of the Convention.

3. Real and Personal Property insurance with replacement cost coverage written on a standard "all risk" basis with limits equal to the replacement costs of the property.

4. Workers' Compensation Insurance must provide benefits as mandated by the state worker's compensation statute. Minimum acceptable employers' liability limit is \$500,000 for bodily injury by accident and \$500,000 for bodily injury by disease.

5. Volunteer Compensation Insurance equal to or greater than the maximum awards under the state's workers' compensation laws.

6. Directors and Officers Liability Coverage.

7. Accidental Death and Dismemberment Insurance covering all attendees in the amount of \$100,000 per person.

8. Supplemental Liability Insurance for Pyrotechnics and Fireworks as needed, with a per-event coverage of not less than \$25 million.

9. Broadcasters' Errors and Omissions Insurance with a limit of not less than \$3 million per occurrence.

10. Money and Securities Insurance covering cash, checks, and any negotiable instruments on the premises of the RNC and COA office spaces against all loss, including, without limitation, robbery, with per occurrence limits of not less than \$100,000.

11. Event Cancellation Insurance and Non-Appearance Loss Insurance with per event coverage of not less than \$500,000.

12. Tenant User/Special Event Insurance with a coverage of \$100,000.

13. Weather Insurance with a per event coverage of not less than \$100,000.

14. Extra Expense Insurance with a limit of not less than \$1,000,000.

15. Expedited Work Schedule Insurance.

16. Law Enforcement liability \$1,000,000 per occurrence with a \$2,000,000 aggregate.

17. Cyber Liability Insurance is to include 3rd party privacy liability, network security liability, and media & data breach coverage in the amount of not less than \$5,000,000 per claim with an aggregate amount limit of not less than \$10,000,000.

B. Other Insurance Requirements.

1. Coverage must be written on an "occurrence" basis and shall be maintained without interruption from date of commencement of work until completion. (exception – law enforcement and cyber liability may be written on a claims made basis).

2. The Host Committee shall continuously provide updated and current certificates(s) of insurance throughout the term of the agreement as coverage expires.

3. Metro, the RNC and/or the COA must be named as "additional insured" with regards to all liability insurances (e.g., general liability, auto liability, excess liability and cyber liability).

4. The Host Committee's coverage naming Metro, the RNC and/or the COA as additional insured shall include an Endorsement specifying that the Host Committee's coverage is primary to any other coverage available to Metro, the RNC and/or the COA, including, without, limitation, coverage

maintained by RNC and/or the COA wherein RNC and/or the COA is the named insured, and that no act or omission shall invalidate the coverage.

5. The Host Committee shall require all insurance policies that are in any way related to the Convention and that are secured and maintained by the Host Committee, to include clauses providing that each underwriter shall waive all of its rights to recover, under subrogation or otherwise, against Metro, the RNC and/or the COA.

6. The Host Committee waives all rights of recovery against Metro, the RNC and/or the COA which the Host Committee may have or acquire because of deductible clauses or inadequacy of limits of any policies of insurance that are in any way related to the Convention and that are secured and maintained by the Host Committee.

7. The Host Committee is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

8. The Host Committee to obtain and maintain the required insurance shall constitute a breach of contract the Host Committee will be liable to Metro, the RNC and/or the COA for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless RNC and/or the COA the Host Committee with a written waiver of the specific insurance requirement.

9. None of the requirements contained herein as to the types, limits, or Metro, the RNC and/or the COA approval of insurance coverage to be maintained by the Host Committee are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by the Host Committee under this agreement, any other agreement with Metro, the RNC and/or the COA, or otherwise provided by law.

10. Failure of the Host Committee to provide insurance as herein required or failure of Metro, the RNC and/or the COA to require evidence of insurance or to notify the Host Committee of any breach by the Host Committee of the requirements of this agreement shall not be deemed to be a waiver of any of the terms of this agreement, nor shall they be deemed to be a waiver of the obligation of the Host Committee to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of the Host Committee and independent of the duty to furnish a copy or certificate of such insurance policies.



11. The Host Committee will indemnify Metro, the RNC and COA from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses brought against Metro and resulting from workers' compensation claims brought by any volunteers engaged by the Host Committee.

12. The Host Committee shall require that all agreements with all contractors, subcontractors, concessionaires, and other persons performing services for it and/or the RNC and COA provide a certificate of insurance naming Metro, the RNC and COA as additional insureds and waiving subrogation under various coverages.

13. The Insured Parties will evaluate the need for other types of insurance relating to the Convention, including without limitation insurance covering terrorism, and the Host Committee will purchase such insurance if the Insured Parties mutually agree that it is needed and feasible to obtain. Metro and the RNC may modify or waive specific coverages, or require additional specific coverages, for particular contractors depending on the circumstances.