



Request for Proposal

Snow Management/Removal Services

SMG/U.S. Bank Stadium

September 13, 2018

REQUEST FOR PROPOSALS

Snow Management/Removal Services

U.S. BANK STADIUM

MINNEAPOLIS, MINNESOTA

September 13, 2018

A. Project Background and Objectives

In 2012, the State of Minnesota enacted 2012 Minnesota Laws, Chapter 299 (the “Act”), to establish the Minnesota Sports Facilities Authority (“Authority”) and to provide for the construction, financing, and long-term use of a new stadium now known as U.S. Bank Stadium (the “Stadium”) and related stadium infrastructure (the “Stadium Infrastructure”) as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

SMG is soliciting in this Request for Proposals (“RFP”) and work shall be referred to in this RFP as the “Project”. To that end, SMG has prepared this RFP for the coordination and the completion of **Snow Management Services**. Those who respond to this RFP shall be referred to as “Proposers”.

The Project is located at the Stadium [and other additional adjacent land that has been acquired by the Authority in Minneapolis, Minnesota]. The Documents identifying and indicating the scope of the Project are also incorporated within this RFP as **Exhibit F**.

The successful Proposer to the RFP will be engaged to coordinate and complete the **Snow Management Services** (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Coordinate all activities to safely, effectively and efficiently perform landscape work on the stadium site.
- Scope Summary: Manage all the snow/ice that collects on the US Bank Stadium site for safe pedestrian and vehicle movements.

B. Intent and Process of the Request for Proposals

This RFP is focused on the selection of Proposer that will provide the best value to SMG.

Proposers should have significant experience in performing **Snow Management Services** and projects similar to the Project that is the subject of this RFP. It is the desire of SMG to consider as part of its selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority to ensure equitable opportunities for Minority Owned Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) to participate in the Project. The successful Proposer or Proposers must also demonstrate the ability to exert good faith efforts to comply with workforce goals and targeted zip code hiring goals, and work with organizations to develop effective MBE, WBE and workforce recruitment efforts. Each Proposer should provide a plan describing how they will encourage the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers’ performance of their services. MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

C. Scope of the Project Requirements

The proposal should be responsive to and explain how the Proposer will provide the following project requirements:

- Significant experience in snow/ice management and removal, servicing urban clients (downtown Minneapolis).
- In-house capacity to provide construction management, coordination and scheduling for the required completion of the Project.
- U.S. Bank Stadium is an active venue hosting a variety of events during the course of this Project’s construction schedule. Event logistics and event programs take precedence over construction activities. Close coordination with construction activities that create noise and limit access to spaces will be paramount. Proposer has a duty to coordinate their activities with SMG.

D. Requested Qualifications

SMG reserves the right and discretion to determine the qualifications and responsibility of the Proposers to perform the work and services that are the subject of the RFP. It is the request and intent of SMG that Proposers responding to the RFP have the following qualifications.

- Significant experience in performing services similar to the Project that is the subject of this RFP.

E. RFP Timeline

Advertise and issue Request for Proposals	September 17, 2018
Pre-proposal Meeting [Location- US Bank Stadium]	October 9, 2018 10:00AM
Written Questions Due	October 12, 2018 4:00PM
Proposals Due	October 17, 2018 4:00PM
Interviews of Shortlisted Proposers	October 22-23, 2018
Final Negotiations	October 25, 2018
Selection of Provider	October 26, 2018
Project Start	October 29, 2018

By submitting a Proposal, the Proposer affirms that this timeline must and can be met to avoid the potential for significant harm to the progress of the Project and to the interests of the Authority and public.

F.1 Proposer Qualifications

The following items shall be included in a Proposal executive summary:

- Proposer’s name and address of office that would have central responsibility for the work. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Provide copies of Proposer’s certificates of insurance showing Proposer’s current total limits of liability for commercial general liability, worker’s compensation, employer’s liability, business automobile liability, and professional liability.
- Provide representative list of similar projects managed by Proposer during that last 2 years or that are currently under contract or management. Include:
 - Project name.
 - Project location.
 - Contracting or ownership entity.
 - Project description and scope of work.

- Key contact or reference from project Owner including name, title, email, and telephone number.
- Complete and submit a fully executed confidentiality agreement
- Submit response to State of Minnesota “Affirmative Action Data” form and “Statement of Non Collusion”.

F.2 Submittal Requirements: Evaluation of Proposals

Proposers shall include the following items in their Proposal. As described below, SMG will score Proposals on a point system, with some criteria being graded on a pass/ fail basis. Proposers who fail any criterion may have their Proposal rejected. A total of 1,000 points will be available as follows:

Project Delivery:	300 points
Commercial Terms:	300 points
Interview:	200 points
Equitable Contracting and Hiring:	Pass/Fail

The Proposals receiving the highest three scores, as determined by SMG in its sole discretion, will then be short-listed and may be selected to enter into final discussions and negotiations with SMG, as a result of which SMG will select in its discretion the Proposer whose final Proposal is most advantageous and the best value to the Authority as permitted by the Act.

Project Delivery – 300 Points

1. Similar Project Experience. Describe Proposer’s experience and ways to proceed with the requirements for this Project.
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work. Provide key contact office and mobile telephone, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Any other relevant experience pertinent to the requirements for this Project shall be listed under “Other Significant Experience.”
3. Project Specific Risks and Solutions. Identify and describe the risks Proposer perceives as being significant for the scope of services required by this RFP, and how Proposer intends to mitigate, manage, and control those risks.
4. Project Controls. Describe Proposer’s approach and methodology for implementing project controls relating to budget and schedule compliance, and provide examples of Proposer’s experience in successfully managing similar projects that were completed within the established budget and schedule and fulfilled the defined project’s program.

5. Preliminary Performance Schedule. Proposer’s strategy for completing the scope of work required by this RFP by the required deadline.

Commercial Terms – 300 Points

1. Price. Provide itemized pricing on all necessary, coordination, supply, construction, installation, and testing of a complete Project and all scope of work items required by this RFP, including without limitation:

- All material and equipment;
- All design or design assist services;
- All construction and installation;
- All training and testing;
- Opening event support;
- Warranty for onsite hardware maintenance for first and second year;
- Detailed cost information for ongoing fixed and variable costs, including licenses, hosting fees, customer service, tax calculation service fees, and any cost exclusions
- Estimate of all other project expenses including travel, shipping, and sales tax (if any).

2. Warranties and Maintenance. A two year warranty will be requested covering any new services and work performed for the Project.

3. Agreement to or Requested Revisions to Trade Contract Agreement (**Exhibit G**) Contract Terms. The extent to which revisions are requested to SMG’s proposed contract in this RFP will be given point deductions in the sole discretion of SMG.

Interview – 200 Points

1. Interview. SMG will conduct an interview with each qualified Proposer that has submitted a responsive proposal.

Equitable Contracting and Hiring – Pass/Fail

1. Hiring and MBE/WBE Utilization. Describe Proposer’s practices and history of hiring women and minorities. Also describe Proposer’s specific plan to reach targeted goals for MBE and WBE construction participation on this project, and Proposer’s strategies for employing women and members of minority communities to comply with the Authority’s Equity Plan.

According to the Act, there shall be no disclosure of any information derived from Proposals submitted by competing Proposers and the content of all Proposals is nonpublic data under Chapter 13 of Minnesota Statutes until such time as a notice to award a contract is given by the Authority.

SMG may change its scoring of Proposals as a result of interviews of and negotiations with Proposers.

A Proposer's response may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called for herein, to the extent such additions are useful for clarity or completeness of the response. Attachments should clearly indicate on each the page the paragraph in the RFP to which they pertain.

The RFP, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Authority.

Each Proposer submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Authority and all presentation, related costs, and travel expenses are at Proposer's sole expense and that the Authority shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposers, except the payment of the stipend that will be given to those short listed Proposers who properly submit in good faith the preliminary construction estimate and otherwise complete the RFP process. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to the RFP.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way by addendum, to postpone the selection process for its own convenience at any time, and to waive any non-material defects in proposals submitted. Proposals are required to remain open and subject to acceptance until an award is finalized, or a minimum of (90) days following the date of submission of Proposals. The Authority also reserves the right to accept or reject any individual sub-consultants that the successful Proposer proposes to use.

G. Project Labor Agreement

The Authority will require the Proposer to negotiate and enter into an appropriate labor agreement acceptable to the Authority for the Proposer's work required by this RFP.

H. Pre-proposal Meeting

A Pre-proposal meeting will be held October 9, 10:00 a.m. CT at

U.S. Bank Stadium
520 11th Avenue South
Minneapolis, MN 55415

Please contact the following for stadium security access approval coordination. Must provide a list of attendees 24 hours prior to arrival at the stadium:

Curtis Schmillen
Email: cschmillen@usbankstadium.com

Proposals are due by 4:00 p.m. CT, October 17, 2018. One electronic copy and 2 bound copies of the Proposal should be enclosed in a sealed envelope addressed to:

Curtis Schmillen
Director of Operations
SMG – U.S. Bank Stadium
1005 4th Street South
Minneapolis, MN 55415-1752
Email: cschmillen@usbankstadium.com

N. Questions or Inquiries

All questions must be submitted via email no later than 4:00 p.m. CT, October 12, 2018 to:

Curtis Schmillen
Email: cschmillen@usbankstadium.com

O. Minnesota Government Data Practices

All Proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Proposals submitted by competing Proposers, and the content of all Proposals is nonpublic data under Chapter 13 until such time as notice to award a contract to the successful Proposer is given by the Authority. Proposers shall note with their Proposal any data in their Proposal that they consider proprietary information or otherwise private and confidential.

P. List of Exhibits

- Exhibit A Acknowledgement and Attestation Form
- Exhibit B Confidentiality Agreement
- Exhibit C Non Collusion Statement
- Exhibit D Minnesota Department Affirmative Action Data Page
- Exhibit E Targeted Business Commitment and Information Form
- Exhibit F Scope Document(s)
- Exhibit G Trade Contract Agreement (Template)

EXHIBIT A

U.S. BANK STADIUM

ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted with Proposal)

In submitting a Proposal, the undersigned has certified that the Proposer has reviewed the Request for _____ Proposal ("RFP") dated _____ and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein.

The Proposer understands the Authority and Team reserve the right to reject any or all proposals in accordance with its best interest. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true and correct.

Proposer's Name: _____ (Company)

Name: _____ (Officer of Company)

Signature: _____

Title: _____

Date: _____

Witness Name: _____

Signature: _____

Date: _____

EXHIBIT B

CONFIDENTIALITY AGREEMENT

(To Be Included Submitted with Indication of Interest and Qualifications)

This Confidentiality Agreement (the "Agreement") made and entered to as of the day of _____, by and between the Minnesota Sports Facilities Authority ("Authority") and _____ ("Proposer") relating to the design, construction and financing of the new Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

1. For purposes of this Agreement, "Confidential Information" means "any and all" information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants. Notwithstanding the above, Confidential Information will not include any information that

(a) is or becomes public knowledge other than by the Construction Manager's act or omission or

(b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.

2. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Proposer will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the Proposer shall not be considered a breach of this Agreement.

3. The Proposer will use at least the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event, shall the Construction Manager use less than reasonable care.

4. If the Proposer receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the Proposer shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

5. The Proposer acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which maybe difficult to ascertain. Accordingly, the Proposer agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The Proposer will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) applicable law, regulations, rules or official requests, at the Authority's election, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the forgoing.

6. In the event of any litigation between the Project Participants and the Proposer in connection with this Confidentiality Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

7. All references to the Proposer herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and, in the event, any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The Proposer represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed in accordance with the internal laws of the State of Minnesota, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

Dated and effective this _____ day of _____, 20__

("Authority")

("Proposer")

WITNESS:

EXHIBIT C

NON-COLLUSION AFFIDAVIT

I, _____(Name), being first duly sworn, state that I am
the _____(office held) of
_____(name of Bidder). I executed this bid having full
authority to do so. I certify that Bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in
connection with the above-named project. No person or persons, natural or corporate, has, have, or
will receive, directly or indirectly, any rebate, fee, gift, commission, or other thing of value in
consideration for this offer.

Signature

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public

EXHIBIT D

**State of Minnesota - Affirmative Action Data Page
(For responses in excess of \$100,000 only)**

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
On any single working day within the past 12 months, If your company				
Employed more than 40 full-time employees in Minnesota	•			•
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business.		•		•
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.			•	•

BOX A — for companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-*
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. **Proceed to BOX D.** Call the Minnesota Department of Human Rights for assistance.

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B — For companies, which have not had more than 40 full-time employees in Minnesota but have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business. You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements. Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C — For those companies not described in BOX A or BOX B Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

BOX D — For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements contact:

Mail: Minnesota Department of Human Right
Freeman Building
625 Robert Street North
St. Paul, MN 55155

Website: www.humanrights.state.mn.us
Email: employerinfo@therightsplace.net

Metro: (651) 539-1100
Toll Free: (800) 657-3704
Fax: (651) 296 9042
MN Relay: (800) 627-3529

EXHIBIT E

Targeted Business Commitment and Information Form

(see attached)

TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

Proposer Company Name: _____

Check ONE of the following:

No Targeted Business participation is committed on this project

The following Targeted Business (MBE & WBE) participation is committed on this project:

Firm Name (Legal business name used for Targeted Business certification)	WBE (Check one)	MBE	How will firm participate? (subcontractor, consortium, joint venture)	Description of work	Estimated dollar value of participation	Estimated percentage of total bid

Total WBE % _____

Total MBE % _____

TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

Certification

On behalf of the proposer identified below, I certify that the information provided in this form is true and correct.

Proposer Name: _____

Signature: _____

Date: _____

Name: _____

Title: _____

EXHIBIT F

Scope Documents

(see attached)

EXHIBIT G

Trade Contract Template

(see attached)



AGREEMENT

FOR

XXXXXXXXXXXX SERVICES

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**AGREEMENT FOR XXXXXXXXXXXX SERVICES
(U.S. BANK STADIUM)**

This Agreement (“**Agreement**”) is dated as of XXXXXXXX and made and entered into by and between SMG, a general partnership existing under the Laws of the Commonwealth of Pennsylvania (“**SMG**”), and XXXXXXXXXXXXXXXXXXXX (“**CONTRACTOR**”).

BACKGROUND

A. In 2012, the State of Minnesota enacted 2012 Minnesota Laws, Chapter 299 to establish the Minnesota Sports Facilities Authority (“**Authority**”) and to provide for the construction, financing, and long-term use of a new stadium and related stadium infrastructure as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

B. The Authority has engaged SMG under contract as the manager for U.S. Bank Stadium (the “**Stadium**”). SMG has authority to enter into agreements relating to the management and use of the Stadium, including the areas around the Stadium such as designated exterior walkways, streets, public areas, designated parking garages, parking lots, plazas, sidewalks surrounding the Stadium and the urban park on the west side of the Stadium, as the Stadium site is defined by the Authority from time to time (collectively with the Stadium, the “**Job Site**”).

C. Minnesota Vikings Football Stadium, LLC (“**Stadco**”) and Minnesota Vikings Football, LLC (the “**Team**”) (collectively, Stadco and the Team are referred to herein as the “**Vikings**”) have entered into that certain Stadium Use Agreement, as amended (the “**Stadium Use Agreement**”), pursuant to which the Vikings use the Stadium for professional football games and other event purposes (“**Team Stadium Events**”). Team Stadium Events may be held in or about the Stadium and other locations around and on the Job Site.

D. The Authority and the Vikings are and shall be intended third party beneficiaries of this Agreement.

E. SMG desires, along with the Authority and the Vikings, to obtain the services of an independent contractor (“**CONTRACTOR**”) to perform XXXXXXXX Services at the Job Site for daily work (“**Core Crew**”), projects, and at events, including Team Stadium Events, as more particularly described herein. CONTRACTOR has the personnel, material, equipment, proper licensing with the City and State, accreditation and professional experience to perform the Services (as defined herein) contracted for herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Background, which is incorporated by reference herein as essential terms to this Agreement, and the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. CONTRACTOR'S SERVICES

A. **Services – General.** During the term of this Agreement, CONTRACTOR shall perform services as set forth herein (the “**Services**”) at such times as SMG may require to meet SMG’s needs. CONTRACTOR must provide all contracted Services unless SMG agrees in writing to the contrary or as otherwise set forth in this Agreement. Such Services shall include those Services which are designated on **Exhibit A** attached hereto, and as necessary to maintain the Job Site in a clean, safe, and attractive state.

B. **Services Standard.** All Services shall be provided in a professional and courteous manner, in accordance with the applicable standard of care for **XXXXXXXXXX** Services at venues similar to the Job Site, in accordance with all applicable legal requirements, and in a manner acceptable to SMG.

C. **Coordination with SMG and Vikings.** Pursuant to Section 5.7 of the Stadium Use Agreement, the Vikings have the obligation to pay for **XXXXXXXXXX** costs during and after each Team Stadium Event. Pursuant to Section 24.1 of the Stadium Use Agreement, the Vikings have the obligation to arrange for and pay the cost of personnel as needed for the safe and commercially reasonable conduct of Team Stadium Events. CONTRACTOR acknowledges and agrees that the Vikings have the right to consult with the Authority and SMG with respect to Stadium site operations impacting the Vikings or Team Stadium Events, including with respect to Authority or SMG contracting, staff training, and operating practices.

2. MANAGEMENT AND STAFFING

A. **Contractor General Manager.** CONTRACTOR will assign a competent management employee to be CONTRACTOR’s liaison with SMG’s Director of Operations. If at any time SMG determines in its sole discretion that CONTRACTOR’s management employee is not acceptable for any lawful reason, CONTRACTOR will assign a new such person within five calendar days.

B. **SMG Management.** CONTRACTOR will receive requests, instructions, and other information from, and will cooperate with the SMG Director of Operations, Assistant Director of Operations and Facility Manager and/or his or her designated assistant. Staffing requests, special projects, facility support, event times, and duties will be communicated to CONTRACTOR in writing. SMG retains the right to make adjustments in the number of staff requested, times, locations and duties within a reasonable time prior to the actual commitment of coverage.

C. **Events and Staffing Plan.** Events shall consist of Team Stadium Events, Authority events, and other civic, community, athletic, educational, cultural, and commercial events. CONTRACTOR shall provide a proposed staffing plan for the Job Site taking into account events held on or about the Job Site, which event plan will be refined and modified for particular events. CONTRACTOR shall fulfill requested service shifts with staff 24 hours a day, seven days a week, including all holidays, for all events. The proposed staffing plan shall be subject to review, revision and approval by SMG, in consultation with the Vikings (with respect to Team Stadium Events).

D. **Staffing for Events.** For each event, including pre-event parties and activities, CONTRACTOR shall provide an appropriate number of staff and supervisors, for the Services required. CONTRACTOR shall use its best efforts to supply recurring and consistent staff and supervisors at the Job Site. SMG will provide CONTRACTOR with an anticipated attendance and CONTRACTOR will ensure the Job Site is staffed. SMG will request and make final determination on all staffing numbers. CONTRACTOR shall notify SMG in writing immediately if CONTRACTOR believes that the staffing levels requested by SMG are not adequate for any event. The Vikings, in consultation with SMG, shall have the right to request specific personnel of CONTRACTOR at established locations for each Viking game, which SMG and CONTRACTOR shall make best efforts to accommodate.

E. **Qualified Staff.** Positions will be staffed by CONTRACTOR with trained, qualified and competent professional personnel.

F. **Flexible Staffing.** CONTRACTOR understands that staffing concerns are fluid and often indeterminable in advance. CONTRACTOR shall maintain, increase or reduce staff levels, in accordance with SMG needs, and other emergent circumstances as determined by SMG.

G. **Meetings and Coordination with SMG.** CONTRACTOR shall meet with SMG personnel on a regular basis to review and discuss any ongoing operational matters relevant to the Services. At a minimum a monthly meeting will be scheduled.

3. **SUPERVISION AND AUTHORITY**

A. **Contractor Staff Supervision.** In order for CONTRACTOR to be effective in the delivery of the Services, CONTRACTOR must manage and supervise its employees. Therefore, CONTRACTOR shall be accountable for the direct supervision of its employees and independent contractors or subcontractors.

B. **Unacceptable Staff.** If at any time SMG believes that any employee of CONTRACTOR is not satisfactory, SMG shall notify CONTRACTOR of the reasons for its dissatisfaction with such employee verbally and in writing. CONTRACTOR shall attempt to promptly correct the employee's conduct to the satisfaction of SMG. If the employee continues to be unsatisfactory to SMG, or if the initial conduct was so egregious as to warrant dismissal, SMG may demand that CONTRACTOR cease using said employee at the Job Site. CONTRACTOR shall promptly comply with such request. SMG agrees that any requests pursuant to this paragraph shall not be based upon unlawful discrimination with regard to any classification protected by applicable law. SMG reserves the right to cause immediate removal of any employee of CONTRACTOR from the Job Site if SMG determines such employee is engaged in conduct detrimental to users of the Stadium, fans, or to the safety or proper operation of the Job Site as a whole.

C. **Incident Reporting.** All incidents involving CONTRACTOR's personnel will be fully documented and submitted to SMG's Director of Operations on the form prescribed by SMG which shall exclude any information protected by a right to privacy attendant to CONTRACTOR's personnel. CONTRACTOR will, at SMG's request, prepare complete summaries of its incident reports and provide same to SMG. Except as provided hereinabove, any incident reports which

are the property of CONTRACTOR and which CONTRACTOR believes are protected by legal and constitutional privileges shall remain the property of CONTRACTOR unless CONTRACTOR is otherwise directed by a court of competent jurisdiction. After receipt of incident report information from CONTRACTOR, SMG will provide the Vikings with a consolidated report of all incidents occurring at a Team Stadium Event; **provided, however**, that SMG will provide copies of original reports to the Vikings for all Team Stadium Events.

D. **Incident Reporting Staff Requirements.** All staff and all of CONTRACTOR's management must be regular full or part-time employees of CONTRACTOR, must be able to verbally communicate in a clear, distinct and courteous manner and must be able to write clear and accurate reports and be able to complete any and all types of reports.

E. **Background Checks.** No employee will be utilized who has a background including a criminal conviction including moral turpitude.

F. **Training Programs.** CONTRACTOR shall conduct industry standard training of all of its employees and, will throughout the term of this Agreement, carry out appropriate training programs for such employees. Such training programs shall address all subjects necessary to promote CONTRACTOR compliance with the "Services Standard" set forth in **Section 1.C.** above, including without limitation, new employee orientation, event day briefing, job-specific task training, guest services training, and OSHA-required safety training. In addition, CONTRACTOR specifically acknowledges and agrees that the training program will be coordinated with the Vikings to train specifically for the Vikings' standard of service (such as the Skol training program standards) for any employee that will work a Viking's Team Stadium Event.

4. **STAFF RESPONSIBILITIES**

A. **Policy Compliance.** CONTRACTOR's personnel shall be responsible for carrying out the written Job Site rules, regulations and policies applicable to CONTRACTOR and issued by SMG to CONTRACTOR. CONTRACTOR's personnel shall work with and assist the proper local authorities when necessary and appear in court and other proceedings as becomes necessary. SMG shall pay the hourly rate of any such CONTRACTOR personnel to attend such proceedings on behalf of or at the request of SMG or the proper local authorities, but only if such proceeding does not involve CONTRACTOR liability.

B. **Compliance with Authority and Vikings Policies.** The employees of CONTRACTOR will be required to comply with all rules and regulations generally applicable to all employees working at the Stadium and the Job Site and, with respect to Team Stadium Events, any generally applicable rules of the National Football League and the Vikings.

C. **Job Site Procedures and Customer Service Training.** Employees of CONTRACTOR shall adhere to all established security procedures at the Job Site.

5. **EVENT REPORTING TIMES**

As directed by SMG.

6. **LABOR REQUIREMENTS**

A. **Hiring, Training, and Supervision.** CONTRACTOR shall be responsible for hiring, training, supervising, and directing its employees. CONTRACTOR will not by any statement, act or omission express or imply to any of its employees or job applicants that SMG is an employer, co-employer, or joint employer of such individuals. CONTRACTOR will compensate its own employees and comply with all applicable tax and other legal requirements for their employment.

B. **Recruitment.** CONTRACTOR will use its best efforts to recruit and employ employees who will be proficient and productive in their jobs and courteous to patrons, and to others working at the Stadium.

C. **Women and Minority Recruitment.** CONTRACTOR will make every effort to employ women and members of minority communities when hiring and for employment at the Job Site and the Services that CONTRACTOR will provide there.

D. **Equal Opportunity.** CONTRACTOR will adopt and comply with equal employment opportunity policies that prohibit discrimination and harassment against applicants and employees on the basis of race, creed, age, sex (including sexual orientation), pregnancy (including childbirth and related medical conditions), national origin, disability, religion, ancestry, familial status, status with regard to public assistance, gender identity, marital status, membership or activity in a local commission, military status, veteran status, or any other classification protected by applicable Law. CONTRACTOR's policy will also include that it will reasonably accommodate the known disability of a qualified person with a disability unless CONTRACTOR can demonstrate that the accommodation would impose an undue hardship. CONTRACTOR's policy will also include that it will reasonably accommodate an employee's religious beliefs or practices, unless doing so would cause more than a minimal burden on the operations of CONTRACTOR's business, which will allow an employee to practice his or her religion. CONTRACTOR's policy will also include strict prohibitions against retaliation against any individual for reporting a violation of the policy, cooperating in CONTRACTOR's investigation of a reported violation of the policy, or being associated with a person who reported a violation of the policy.

E. **Discrimination.** CONTRACTOR will undertake measures designed to eliminate discriminatory barriers based on the protected classifications in **Section 6.D.** above, including measures to ensure equal opportunity in hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in any service or apprenticeship programs.

F. **Prohibited Substances.** CONTRACTOR will adopt and enforce policies that prohibit the use, possession, transfer, sale or being under the influence of illegal drugs or alcohol during working time, and off working time but in working areas of the Job Site. Such policies will include termination of employment and removal from the Job Site for violations, or such other disciplinary action that CONTRACTOR determines is suitable under its policies, as long as such action ensures that there will not be another violation. CONTRACTOR's staff will be prohibited from bringing any firearms or other deadly weapons (as identified by any local, state, or federal law enforcement agency) into the Job Site.

G. **Labor Peace.** CONTRACTOR will implement, and demonstrate to the satisfaction of SMG its compliance with, a policy regarding labor peace. This includes, without limitation, a policy that minimizes the potential for labor disputes that might interrupt services at the Job Site or inconvenience fans, by undertaking the following:

(a) **Labor Peace Agreement.** CONTRACTOR will be or become a party to a labor peace agreement with any labor organization seeking to represent CONTRACTOR's employees when working at the Job Site, and which contains at a minimum provisions during the labor organization's organizing efforts:

(i) Prohibiting the labor organization from engaging in or encouraging picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic interference of any kind or nature whatsoever at the Job Site; and prohibiting CONTRACTOR from engaging in a lockout of CONTRACTOR's employees at the Job Site;

(ii) For final and binding arbitration of any dispute over the labor organization's organizing efforts, the economic conditions of the employees and other mandatory subjects of bargaining and the negotiation thereof;

(iii) For a duration of at least three years from commencement of CONTRACTOR's services at the Stadium;

(iv) **Labor Contract Requirements.** When a labor organization represents CONTRACTOR's employees who are or will be employed at the Stadium, being a signatory to a collective bargaining agreement or other valid contract with such labor organization which contains at a minimum provisions:

(v) Prohibiting the labor organization and CONTRACTOR's employees from engaging in picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic interference of any kind or nature whatsoever at the Stadium; and prohibiting CONTRACTOR from engaging in a lockout of CONTRACTOR's employees at the Stadium.

(vi) For final and binding arbitration of any dispute involving the interpretation, application, or enforcement of the collective bargaining agreement or other valid contract;

(vii) For a duration of at least three years from commencement of CONTRACTOR's services at the Stadium.

H. **Applicable Laws and Rules.** CONTRACTOR will ensure that its employees will comply with any and all rules and regulations applicable to employees working at the Job Site, and National Football League rules with respect to football games and any rules applicable to other events by other professional sports sanctioning bodies.

7. **GENERAL CONDITIONS**

A. **Staging and Storage Areas.** SMG will provide staging areas and storage space for the use of CONTRACTOR's personnel and for the on-site storage of equipment and supplies.

B. **Professional Image Standards.**

(a) **Uniforms.** CONTRACTOR will be responsible for the purchase and upkeep of all uniforms for its staff. This includes uniforms for event and non-event staff. SMG, in consultation with the Authority and the Vikings, at its sole discretion will determine the uniform including color, style, print size and logo placement. SMG reserves the right to place a U.S. Bank Stadium logo, Vikings indicia, and Authority indicia on the CONTRACTOR's uniform at no cost.

(b) **Employee Appearance.** Uniform standards and employee appearances must be maintained in a first class manner. Employees must be in uniform at all times when on the clock. Employees are not to wear soiled uniforms and piercings are to be kept to a minimum, subject to applicable Laws. No sports or other logo(s), other than the U.S. Bank Stadium official marks approved by the Vikings and approved Vikings' logos and other Vikings' indicia, shall be visible while working. Employees who are commuting to the Stadium while in uniform, must adhere to the same policies as if they were already in the Stadium working.

(c) **Footwear Policy.** CONTRACTOR shall enforce a footwear policy precluding open-toed shoes, sandals and shoes with excessive wear.

C. **Electronic Timekeeping System.**

Not applicable

D. **Hazardous Substances.**

(a) **Compliance with Laws Regarding Hazardous Substances.** CONTRACTOR shall comply with all applicable federal, state, and local Laws and regulations which have been or will be enacted during the term of this Agreement regarding asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, hazardous, toxic or regulated waste substances, mold, fungi, mildew, pollutants, any other environmental contaminants and any substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law (collectively, "Hazardous Substances").

(b) **Use of Hazardous Substances.** SMG and CONTRACTOR acknowledge that in performing the services, CONTRACTOR may use certain materials commonly used in the business, which contain "Hazardous Substances". CONTRACTOR will use, store, handle and transport and dispose of all Hazardous Substances safely and responsibly, including, without any limitation, complying with any manufacturer's instructions, any applicable licenses, permits and all applicable Laws. CONTRACTOR shall not release or cause or allow a threat of a release of Hazardous Substances into the environment at or from the Job Site except in the normal or customary use of such materials in the performance of the Services. CONTRACTOR shall have

sole responsibility and liability for the handling, storage, removal and disposal of all Hazardous Substances brought into or on the Job Site by CONTRACTOR.

(c) Material Safety Data Sheets. CONTRACTOR will obtain, and properly maintain, complete and accurate copies of all Material Safety Data Sheets (including any updates or replacements) for the products used by CONTRACTOR in performing the Services (“CONTRACTOR MSDSs”). CONTRACTOR will promptly provide to SMG complete and accurate copies of all CONTRACTOR MSDSs. SMG has the right, for any reasonable purpose, to require CONTRACTOR to obtain and use a substitute that is reasonably available to CONTRACTOR for any product that CONTRACTOR uses in performing the Services.

(d) Discovery and Disposal of Regulated Waste. When CONTRACTOR encounters wastes containing Hazardous Substances, radioactive materials, biohazardous materials, or any other waste subject to regulation under applicable Laws (collectively “Regulated Wastes”) during the performance of the Services, CONTRACTOR will identify and immediately notify SMG of the presence of such Regulated Waste, and to the extent that such Regulated Waste is a result of CONTRACTOR’s actions or CONTRACTOR is otherwise obligated to do so pursuant to the terms of this Agreement, CONTRACTOR shall contain, package, clean, label, dispose of and otherwise manage such Regulated Wastes in accordance with the “Services Standard” set forth in Section 1.C., any manufacturer’s instructions, any applicable permits (whether issued to CONTRACTOR or SMG provided that SMG provides a copy of same to CONTRACTOR) and all applicable Laws. Upon the request of SMG, CONTRACTOR will promptly provide written documentation of all actions taken by CONTRACTOR to identify, contain and package, label and otherwise manage Regulated Wastes.

(e) Treatment and Storage of Regulated Wastes. CONTRACTOR shall not treat, dispose, release or create a threat of release of any Regulated Wastes at, on or under the Job Site or store any Regulated Wastes at the Job Site in such a manner or for such a period of time as would require CONTRACTOR or SMG to obtain a license or permit therefor. To the extent that Hazardous Materials are generated in the ordinary course of CONTRACTOR’s Services, and result from CONTRACTOR’s use of commercially reasonable cleaning products, or are otherwise collected and disposed of by CONTRACTOR in a commercially reasonable manner and/or pursuant to its obligations under this Agreement, SMG will reimburse CONTRACTOR for the costs of such collection and disposal. However, if Hazardous Materials are generated as a result of CONTRACTOR’ use, storage or handling of products that are not commercially reasonable, then SMG shall not reimburse CONTRACTOR for those costs of disposal of such Regulated Wastes.

(f) Employee Training. CONTRACTOR must train its employees to identify and properly use, handle, store and transport Regulated Wastes in accordance with the “Service Standard” set forth in Section 1.C., any manufacturer’s instructions, any applicable permits (whether issued to CONTRACTOR or SMG provided that SMG provides a copy of same to CONTRACTOR) and all applicable Laws.

(g) Records. Upon reasonable advance notice, SMG shall have the right to inspect and copy all records required to be maintained by CONTRACTOR in accordance with this agreement, including, but not limited to, CONTRACTOR MSDSs and employee training records.

8. **REPORTING AND ACCOUNTABILITY**

CONTRACTOR shall submit to SMG, full, correct and legible copies of the following, completed and in a form satisfactory to SMG:

A. **Time and Material Reports.** Within twenty-four (24) hours, submit a time and material report summarizing work completed.

B. **Accident/Incident Reports.** Within four (4) hours following an incident, submit an accident report summarizing what happened and steps to prevent the same from happening in the future.

9. **TECHNOLOGY**

Not applicable.

10. **PAYMENT FOR SERVICES**

In consideration of and as full compensation for the Services provided hereunder, SMG shall pay CONTRACTOR in accordance with the payment terms and conditions set forth in **Exhibit B**, attached hereto.

11. **PERMITS**

CONTRACTOR and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for CONTRACTOR's performance hereunder at CONTRACTOR's cost, including any permits required to do business in Minnesota.

12. **INSURANCE**

CONTRACTOR shall obtain and maintain in force at all times during the term of this Agreement as a direct cost of operation, insurance coverage as indicated below. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of Minnesota with a Best's Insurance Reports rating of no less than A VIII. Such insurance shall, to the maximum extent permitted by Law, cover CONTRACTOR's Indemnification obligations pursuant to this Agreement, and all claims and suits of any kind whatsoever arising from the Services provided by CONTRACTOR. Should any required coverage be written with a self-insured retention or deductible, said self-insured retention or deductible shall be the sole responsibility of CONTRACTOR, and such insurance shall apply, as respects SMG, as if no such self-insured retention or deductible was in place; **provided, however,** such self-insured retention shall not exceed \$25,000.

A. **Comprehensive General Liability.** Comprehensive General Liability Coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the annual aggregate for the Job Site. This coverage must be written on an occurrence form. Claims made policies are unacceptable. This insurance shall provide coverage from and against any claim for property damage, bodily injury, or personal and advertising injury. This coverage shall include blanket contractual liability insurance and such coverage shall make express reference to the

indemnification provisions set forth in **Section 13** in this Agreement. All such coverage shall be primary and non-contributory with respect to any coverage held by the Indemnified Parties.

B. **Workers' Compensation and Employers Liability**. Workers' Compensation and Employers Liability Coverage, as statutorily required by the State of Minnesota for all employees of CONTRACTOR. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimum amount of \$1,000,000.00.

C. **Comprehensive Automobile Liability**. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00. Such coverage shall include all owned, non-owned, leased and/or hired motor vehicles which may be used by CONTRACTOR in connection with the Services required under contract.

D. **Excess Liability**. Excess Liability Coverage, in the amount of \$20,000,000.00 which shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.

E. **Personal and Business Property**. Insurance against loss and/or damage to personal and business property of CONTRACTOR upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property used on the premises. Such insurance shall provide coverage for the property of others in the care, custody and control of the CONTRACTOR. The parties agree to amend the provisions of this **Section 12.E** from time to time as necessary when, in the reasonable discretion of SMG, it is necessary to ensure there is adequate insurance coverage for the operations of CONTRACTOR.

F. **Additional Insureds**. The required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, the Comprehensive Automobile Liability Coverage and the Excess Liability Coverage shall name the following as additional insureds: SMG; the Authority (Minnesota Sports Facilities Authority); the Vikings (Minnesota Vikings Football Stadium, LLC and Minnesota Vikings Football, LLC); and each of their respective parents, subsidiaries and affiliates, and their respective owners, partners, members, managers, shareholders, officers, directors, employees, agents, servants, heirs, successors, assigns, administrators, personal representatives and other representatives. All required policies shall be primary to any other insurance maintained by the additional insureds which other insurance shall be excess and non-contributory thereto. Each additional insured shall be provided the same coverage as the named insured, including cost of defense.

G. **Third Party Crime Coverage**. CONTRACTOR shall provide to SMG Third Party Crime Coverage in an amount not less than \$100,000 covering all CONTRACTOR's personnel under this Agreement for each loss, to reimburse SMG for losses experienced due to the dishonest acts of CONTRACTOR's employees, dishonesty, forgery or alteration, theft, disappearance and destruction inside and outside the Job Site, and robbery and safe burglary inside and outside the Job Site. Notwithstanding the foregoing if any employees of CONTRACTOR will handle cash

or have access to any point of sale system or assets of SMG, the Vikings, or the Authority, such coverage shall not be less than \$1,000,000.

H. **Copies of Policies.** Certified copies of all required policies and certificates which evidence such coverage being in place will be promptly delivered to SMG and the Vikings prior to the commencement of the term of this Agreement. All such policies shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least 90 days prior notice to SMG and the Vikings, such prior notice being mandatory and not the best efforts of the carrier to notify. Said notice shall be sent to SMG and the Vikings by Certified Mail, return receipt requested. Prior to the expiration of the required coverage, CONTRACTOR will provide SMG and the Vikings with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for this Agreement.

I. **Waiver of Subrogation.** All policies shall contain waivers of the rights of recovery and subrogation in favor of all the additional insureds identified in **Section 12.F** above.

13. **INDEMNIFICATION**

A. **Indemnification of SMG, the Authority, and Vikings by CONTRACTOR.** To the fullest extent permitted by Law, CONTRACTOR shall protect, indemnify, defend and hold harmless SMG, the Authority (Minnesota Sports Facilities Authority), the Vikings (Minnesota Vikings Football Stadium, LLC and Minnesota Vikings Football, LLC), and each of their respective parents, subsidiaries and affiliates and their respective owners, partners, members, managers, shareholders, officers, directors, employees, agents, servants, heirs, successors, assigns, administrators, personal representatives and other representatives (collectively the “**Indemnified Parties**”) from and against any and all claims, losses, liabilities, demands, damages, obligations, fines, penalties, awards, judgments, costs, and expenses (including reasonable attorney’s fees), in Law or in equity, for bodily injury, personal injury, illness, disease, death, damage to property, violation of Laws, or other loss, arising from, in connection with, or incident to any claim, demand, investigation, or suit of any kind or nature which any entity or person (including employees or agents of CONTRACTOR) may make against any of the Indemnified Parties, arising from, in connection with, or incident to: the Services, whether by act or omission, provided by or to be provided by, CONTRACTOR; CONTRACTOR’s failure to comply with any and all contractual obligations hereunder, or any Laws (federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions applicable to CONTRACTOR’s Services); any unlawful act on the part of CONTRACTOR, its officers, agents, employees and subcontractors; any environmental liabilities or conditions caused by CONTRACTOR; or the breach or default by CONTRACTOR of this Agreement.

It is the intent of SMG and CONTRACTOR that all obligations set forth in this **Section 13** be without limit and without regard as to the negligence or other liability or alleged negligence or other liability of any party or parties, including an Indemnified Party, whether such negligence or other liability or alleged negligence or other liability be sole, joint or concurrent, active or passive. CONTRACTOR specifically agrees that its obligations in this **Section 13** include indemnification of an Indemnified Party that engages in negligent conduct or is otherwise liable or alleged to be

negligent or otherwise liable. The indemnification obligations of CONTRACTOR are not limited or in any way affected by the insurance requirements set forth in this Agreement.

B. **No Immunity.** In furtherance of but not in limitation to the indemnification obligations in this **Section 13**, CONTRACTOR agrees that its obligations shall not be in any way affected or diminished by any protection or immunity it enjoys from suits by its own employees or from any limitations of liability or recovery under workers' compensation Laws, disability benefit acts or other employee benefit acts, and CONTRACTOR knowingly and expressly waives any such immunities, limitations of liability or limitations in recovery with respect to its obligations in this **Section 13**.

C. **Survival.** The requirements of this **Section 13** shall survive termination of this Agreement indefinitely, or until all obligations of this Agreement are satisfied.

D. **No Limitation of Liability.** Nothing in this **Section 13** is intended to limit CONTRACTOR's liability to the minimum amounts of insurance that CONTRACTOR is required to maintain under **Section 12**.

14. **INDEPENDENT CONTRACTOR STATUS**

SMG and CONTRACTOR shall each be and remain an independent contractor with respect to all rights and obligations arising under the Agreement. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between SMG and CONTRACTOR. All CONTRACTOR personnel furnishing Services pursuant to this Agreement are for all purposes, including Worker's Compensation liability, employees solely of CONTRACTOR and not of SMG.

15. **ASSIGNMENT OR DELEGATION**

A. **Prohibition on CONTRACTOR Assignment.** This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, this Agreement shall not be assigned or otherwise transferred by CONTRACTOR without the prior written consent of SMG. Any purported assignment or transfer of this Agreement by CONTRACTOR shall be void and of no legal effect.

B. **Permitted Assignment by CONTRACTOR.** Except as expressly approved by SMG, CONTRACTOR shall not be permitted, without the prior written consent of SMG, which may be withheld in SMG's discretion, to assign or delegate, in whole or in part, its obligations or responsibilities hereunder. Such prohibition shall require CONTRACTOR and any approved subcontractor to provide its Services only through its own employees, and neither CONTRACTOR nor any approved subcontractor shall be permitted to hire or use independent contractor or temporary employees to provide the Services required of CONTRACTOR hereunder.

C. **Assignment and Delegation by SMG.** SMG may assign or otherwise transfer this Agreement at any time without the written or other consent of CONTRACTOR. Without limitation, this Agreement may be assigned or transferred to the Authority or to the Vikings.

16. **NOTICES**

All notices, requests, consents, approvals or other communications required under this Agreement will be in writing and will be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this **Section 16**. Any notice given pursuant to this Agreement shall be given in writing and addressed as follows:

SMG: Curtis Schmillen, PE
Director of Operations
1005 4th Street South
Minneapolis, MN 55415
With a copy to: cschmillen@usbankstadium.com

CONTRACTOR: XXXXXXXXXXXXXXXXXXXXXXX

17. **DEFAULT AND TERMINATION**

A. **Default.** CONTRACTOR shall be in default under this Agreement if either of the following occur: (i) CONTRACTOR or any of its officers, or agents fails to perform or fulfill any term, covenant, or condition contained in this Agreement and CONTRACTOR fails to cure such default within three (3) business days after CONTRACTOR has been served with written notice of such default; or (ii) CONTRACTOR makes a general assignment for the benefit of creditors; or (iii) CONTRACTOR breaches any of its representations and warranties hereunder. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to cure such default within thirty (30) business days after SMG has been served with written notice of such default. SMG shall not be deemed to be in default under this Agreement if SMG fails to pay any of the fees due hereunder as a result of CONTRACTOR’s default under this Agreement. Nothing herein shall be construed as excusing either party from diligently commencing and completing a cure within a lesser time if reasonably possible.

B. **Termination.** Upon a default pursuant to **Section 17.A** hereof, the nonbreaching party may, at its option, upon written notice or demand upon the other party, immediately cancel and terminate this Agreement.

18. **REVIEW AND AUDIT PRIVILEGES**

CONTRACTOR shall keep and preserve, during the term of this Agreement and for at least six (6) years following the expiration or termination of this Agreement, full and accurate books

and records (collectively, the “**Records**”) relating to the Services it provides to SMG hereunder. CONTRACTOR shall give SMG and its designated representatives (which representatives may include, without limitation, independent auditors) access to the Records during such period of time to review and/or audit the Records, from time to time, upon request. CONTRACTOR shall also provide, at CONTRACTOR’s own expense, copies of all or a portion of the Records when so requested by SMG. In the event any audit conducted by an independent auditor demonstrates a variance of more than five percent (5%) on an annual basis in the amount determined by such auditor to be payable to CONTRACTOR for any of the Services hereunder and the amount actually paid to CONTRACTOR for such Services, CONTRACTOR shall pay to SMG the reasonable cost of such audit. In any event, CONTRACTOR shall promptly pay to SMG the amount of any such variance which results in an overpayment by SMG to CONTRACTOR.

19. **REPRESENTATIONS AND WARRANTIES**

CONTRACTOR hereby represents and warrants as follows:

(a) CONTRACTOR has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) CONTRACTOR is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

(c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect CONTRACTOR’s ability to fully perform its obligations hereunder or the rights granted by CONTRACTOR to SMG under this Agreement.

(d) CONTRACTOR’s performance under this Agreement shall be in compliance with applicable laws, statutes, rules, ordinances and regulations (collectively, the “**Laws**”) and CONTRACTOR shall obtain, prior to its performance under this Agreement, and maintain any and all applicable certifications with all applicable governmental authorities required by the Laws during this Agreement.

20. **COVENANTS**

CONTRACTOR hereby covenants as follows:

(a) CONTRACTOR shall not occupy or use the Job Site, nor shall interfere with the activities of the Job Site, except as is reasonably necessary to perform the Services hereunder.

(b) CONTRACTOR shall not make any alterations or improvements to the Job Site without the prior written consent of SMG.

(c) CONTRACTOR shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.

(d) No portion of any passageway or exit at the Job Site shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or

bolted while the Job Site is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

(e) No motorized vehicles will be operated in public areas from 30 minutes prior to gate opening and until SMG announces that the Stadium is safely secured.

21. **CONFIDENTIALITY**

A. **Confidential and Proprietary Information.** In connection with the performance of the Services under this Agreement, SMG, the Authority, and the Vikings have provided and/or will provide the CONTRACTOR confidential and/or proprietary information of SMG, the Authority, and the Vikings, and their respective operations at the Job Site. As a condition to the provision of such information by SMG, the Authority, and the Vikings to CONTRACTOR, CONTRACTOR agrees to be bound by the terms of this **Section 21**.

B. **Definition of Information.** “**Information**” for the purpose of this **Section 21** shall mean all information relating to SMG, the Authority, and the Vikings, their respective businesses, or the Job Site which (i) is disclosed prior to the date hereof or to be disclosed after the date hereof in writing (regardless of whether such information is marked confidential or proprietary), or by oral communication by SMG, the Authority, and the Vikings to CONTRACTOR, (ii) comes within CONTRACTOR’s custody, possession, or knowledge, or (iii) is developed, compiled, prepared, or used by CONTRACTOR in the course of performing its Services under this Agreement, including, but not limited to, operational plans and specifications, current and future advertising and marketing plans, condition of the Job Site, agreements, contracts, licenses, business circulars, prospectuses, memoranda, drawings, and other information of an operational, technical, structural, or economic nature related to SMG, the Authority, and the Vikings, the Job Site, and/or its management, operation, or promotion of the Job Site. Information shall also include the fact that the parties have entered into this Agreement for the provision of the Services.

C. **Confidentiality Obligations.** All Information disclosed by SMG, the Authority, and the Vikings to CONTRACTOR shall remain the property of disclosing party and shall be kept secret and confidential and be maintained to confidence by CONTRACTOR and its directors, officers, employees, consultants, subcontractors, and agents. In addition, CONTRACTOR and its directors, officers, employees, consultants, subcontractors, and agents shall not, without the prior written permission of the specific disclosing party, disclose in any manner whatsoever, in whole or in part, or use the Information of SMG, the Authority, and the Vikings other than for the purpose of performing its Services under this Agreement. Without limiting the foregoing, CONTRACTOR shall restrict the custody, possession, knowledge, development, compilation, preparation, and use of the Information to its officers, employees, and permitted consultants, subcontractors, and agents who are directly involved in performing its Services hereunder to the extent they have need of such Information in order to perform such Services and then only on a confidential basis acceptable to SMG, the Authority, and the Vikings, as the respective disclosing party. If requested by SMG, CONTRACTOR shall cause each of its officers, employees, and permitted consultants, subcontractors, and agents assigned to or otherwise involved in performing such Services to agree to be bound by this Agreement as a condition of the continued provision of the Services hereunder.

D. **Required Level of Protection.** So long as CONTRACTOR is restricted pursuant to this **Section 21**, CONTRACTOR shall, notwithstanding the provisions of **Section 21.C** above, take all steps that are commercial reasonable within the industry, in any event no less than it would normally take, to protect its own confidential information to ensure that the Information received by it shall be maintained in confidence and not disclosed or used as provided herein. Notwithstanding the foregoing, CONTRACTOR shall be liable to SMG, the Authority, and the Vikings, as applicable, for any breaches or violations of this Agreement by any director, officer, employee, consultants, subcontractors, or agent of CONTRACTOR.

E. **Return of Information.** Upon SMG's written request, or at the request of the Authority or the Vikings, as applicable, CONTRACTOR shall promptly return to the applicable disclosing party all tangible material (including all copies, models and samples thereof) that discloses or relates to any of the Information.

F. **Exceptions to Information.** The obligations of CONTRACTOR under this **Section 21** shall not apply to: (i) Information which, at the time of disclosure thereof, is in the public domain; (ii) Information which, after disclosure, becomes a part of the public domain by publication or otherwise, except by breach of this Agreement by CONTRACTOR; (iii) Information which CONTRACTOR receives from a third party who has the right to, and legally does, disclose the same to CONTRACTOR; or (iv) Information which is required to be disclosed by judicial or administrative process or, in the opinion of counsel, by other mandatory requirements of Law. Notwithstanding the foregoing, Information shall not be deemed in the public domain simply because it is included in more general information in the possession of CONTRACTOR.

G. **Restricted Communications.** In connection with the performance of the Services hereunder, any communications, oral or written, that CONTRACTOR may need to have with any other party (including without limitation the Authority or its directors, officers, employees, agents or representatives) shall be made through SMG and its designated officers and employees, unless CONTRACTOR receives the prior written consent from SMG's General Manager at the Job Site.

H. **Equitable Remedies and Specific Performance.** CONTRACTOR agrees that the provisions of this Agreement are reasonable and necessary to protect the interests of SMG, the Authority, and the Vikings, and that SMG's, the Authority's, and the Vikings' remedies at Law for a breach of any of the provisions of this Agreement will be inadequate and that, in connection with any such breach, SMG, the Authority, and the Vikings, as applicable, will be entitled, in addition to any other available remedies (whether at Law or in equity), to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Agreement to be unreasonable, CONTRACTOR agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and that CONTRACTOR will not assert that such provisions should be eliminated in their entirety by such court. CONTRACTOR acknowledges that each of the Authority and the Vikings have standing for asserting a direct cause of action against CONTRACTOR for breach of this **Section 21** as an intended third party beneficiary of this Agreement.

I. **Survival of Confidentiality Obligations.** The obligations of confidentiality and non-use contained in this **Section 21** shall expire five (5) years after the expiration or termination of this Agreement; **provided, however,** the obligations of confidentiality and non-use shall not expire or terminate with respect to trade secrets disclosed to CONTRACTOR, and such obligation shall survive indefinitely with respect to trade secrets.

22. **TAXES**

Each party agrees to report and pay its own taxes imposed on its income by any jurisdiction, including, without limitation, state and federal income tax.

23. **TERM AND TERMINATION**

A. **Term.** Subject to earlier termination hereunder pursuant to **Section 17** or **23.B** below, the term of this Agreement shall commence on **XXXXXXXX** and terminate on **XXXXXXXXXXXX**.

B. **Termination.**

(a) **Termination by SMG.**

(i) SMG may terminate this Agreement with or without cause, by providing written notice of such termination to CONTRACTOR. Termination shall be effective thirty (30) days from the date of the written notice of termination; and

(ii) SMG may terminate this Agreement pursuant to the default provisions of **Section 17**, which termination may be immediate or at a date selected by SMG.

(b) **Termination by CONTRACTOR.** CONTRACTOR shall have the right to terminate this Agreement only upon material default by SMG and only if the CONTRACTOR provides written notice of default to SMG and SMG fails to cure the default (if a default exists) within thirty (30) days of receipt of CONTRACTOR's written notice.

24. **INTEGRATED AGREEMENT**

A. **Entire Agreement.** This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only in writing, signed by persons authorized to bind the parties thereto.

B. **Counterparts and Electronic Signatures and Transmission.** For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. This Agreement and its executed counterparts may be transmitted electronically and, as received, be treated an original.

25. **SEVERABILITY**

If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or remaining provisions shall not be affected thereby.

26. **BREACH**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant or agreement set forth herein, or should any representation made by either party be untrue, any aggrieved party may avail itself of all rights and remedies, in law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

27. **APPLICABLE LAW, INTERPRETATION**

A. **Governing Law and Venue.** This Agreement is entered into in the City of Minneapolis, Minnesota and shall be governed, interpreted and enforced in accordance with the internal Laws of the State of Minnesota, without regard to applicable conflicts of laws provisions or principles of comity which would cause this Agreement to be interpreted or governed by the applicable Law of any other state. The parties agree that the exclusive venue for any actions arising under or relating to this Agreement and the rights, responsibilities and duties of the parties hereunder, shall be in Hennepin County, Minneapolis, Minnesota.

B. **Section Headings.** Section headings contained herein are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such section headings had been omitted.

C. **Arms-Length Negotiation.** This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the party that drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the parties.

28. **THIRD-PARTY BENEFICIARIES.**

A. **Third Party Beneficiaries.** Except as otherwise expressly stated herein, this Agreement shall not be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

B. **Intended Third Party Beneficiaries.** SMG and CONTRACTOR acknowledge and agree that the Authority and the Vikings are each direct and intended third party beneficiaries of this Agreement. The foregoing shall be deemed by the parties to include the direct right to enforce terms of this Agreement which arise from the interests of the Authority and the Vikings under this Agreement. In addition to the foregoing, it is acknowledged and agreed that CONTRACTOR shall use best reasonable commercial efforts to coordinate and cooperate with the Vikings in the timing, delivery and provision of the Services for Team Stadium Events, including coordination with representatives to resolve operational and other issues which arise in connection with the Services.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized representative.

SMG:

By (Signature): _____

Print Name and Title: _____

Date: _____

CONTRACTOR:

By (Signature): _____

Company: _____

Print Name and Title: _____

Date: _____

[SIGNATURE PAGE TO AGREEMENT FOR **XXXXXX** SERVICES]

EXHIBIT A

CONTRACTOR'S SERVICES

CONTRACTOR's Services shall be assigned by SMG, but can include, but not be limited to, the following:

Scope: ~~XXXXXXXX~~ Services

EXHIBIT B

PAYMENT TERMS AND CONDITIONS

Payment is net 30. Invoice the work on or about the 1st of each month (no later than the 5th day of the following month for work completed in the prior month).

Xxxxxxx

Extra work will be billed at the following T&M rates (written agreement from SMG prior to commencing the work is required):

Xxxxxxxx

