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**SERVICE AGREEMENT**

**BY AND BETWEEN**

**SMG AND CITY OF MINNEAPOLIS through the  
DEPARTMENT OF REGULATORY SERVICES**

**DATED APRIL 4, 2016**

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## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (together with the Exhibits attached hereto, the “**Agreement**”) is dated as of the **1 day of February, 2016**, by and between SMG, a Pennsylvania general partnership, with an address at **511 11<sup>th</sup> Avenue S, Suite 401, Minneapolis, MN 55415** (“**SMG**”), and **City of Minneapolis through the Department of Regulatory Services** whose current address is **250 S. 4<sup>th</sup> Street., Rm 401 Minneapolis MN 55415** (the “**Provider**”).

### BACKGROUND

SMG is a party to a certain management agreement (the “**Management Agreement**”) dated as of **August 22, 2014** with **Minnesota Sports Facilities Authority** (the “**Owner**”), whereby SMG has been retained to act as Owner’s managing agent in respect of a facility commonly known as **U.S. Bank Stadium** (the “**Facility**”), located at **1005 4<sup>th</sup> Street South, Minneapolis MN 55415**, which is **leased** by Owner. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner’s behalf relating to the management and use of the Facility. SMG desires to obtain the services of an independent contractor to perform certain functions relating to the Facility, as more particularly described below. Provider has the personnel, material, equipment, and know-how to perform the types of services desired by SMG, as more particularly described below. Accordingly, SMG, as agent for Owner, desires to obtain those services from Provider, and Provider desires to perform those services for SMG, in accordance with the terms and conditions set forth herein.

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

1. Description of Services. Provider shall perform the services described on Exhibit A attached hereto, during the dates and times set forth on Exhibit A (the “**Services**”) hereto and summarized as follows:

- Provider 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.
- For each event, including pre-event parties and activities, Provider shall provide an appropriate number of event staff, supervisors, and event managers to maintain the safety of the Job Site and guests. SMG will provide Provider with an anticipated attendance and Provider will ensure the Job Site is staffed. Parties will make a joint determination on all staffing numbers. Provider shall notify SMG in writing immediately if Provider 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 Provider at established locations for each Viking game, which SMG and Provider shall make best efforts to accommodate.
- The dispatcher for the Joint Operations Center should be inside the command center no later than three hours prior to the event start time.
- Provider understands that staffing concerns are fluid and often indeterminable in advance. Provider shall maintain, increase or reduce staff levels, in accordance

with SMG needs, for weather-affected games and other emergent circumstances as jointly determined.

- Provider 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. In addition, Provider specifically acknowledges and agrees that the training program will be coordinated with SMG to train specifically for the stadium's standard of service (such as the Skol Service training program standards).
- Provider understands and acknowledges that, due to the nature of the business, it will be necessary for Provider to make itself available to meet with users and potential users of the Stadium to plan for the providing of the Services at such user's events.
- Provider and its Onsite Event Manager will receive requests, instructions, and other information from, and will cooperate with the SMG Director of Event Services.
- In order for Provider to be effective in the delivery of the Services, Provider must manage and supervise its employees. Therefore, Provider shall be accountable for the direct supervision of its employees.
- If at any time SMG believes that any employee of Provider is not satisfactory, SMG shall notify Provider of the reasons for its dissatisfaction with such employee verbally and in writing. Provider 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 Provider cease using said employee at the Job Site.
- All incidents involving Provider personnel will be fully documented and submitted to SMG's Director of Event Services on the form prescribed by SMG which shall exclude any information protected by a right to privacy attendant to Provider's personnel. Provider will, at SMG's request, prepare complete summaries of its incident reports and provide same to SMG.

2. Payment for Services. In consideration of, and as full compensation for, the Services provided hereunder, SMG shall pay Provider certain service fees in accordance with the payment terms and conditions set forth on Exhibit A attached hereto.

3. Standard of Care. Provider shall perform the Services with due care in a manner consistent with the standards set forth on Exhibit A attached hereto, as the same may be amended by SMG on thirty (30) days prior written notice to Provider, and if no such standards are set forth on Exhibit A, then in a manner consistent with industry standards for the type of services provided hereunder.

4. Term of Agreement. This Agreement will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 5, until the date and time set forth on Exhibit A. Parties may agree to jointly renew this Agreement for successive periods of one year (12 months). Prior to such renewal, the parties shall agree upon future contract pricing. In each such event, the terms of this Agreement during the then

current term shall be the terms for the renewal term, unless SMG and Provider otherwise mutually agree in writing.

5. Termination.

(a) Termination. Either party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement with 60 day notice.

(b) Non-renewal. If either party intends not to renew this agreement for successive terms, such party shall give 60 days' notice to the other party prior to the end of the contract term.

6. Insurance.

(a) The Provider is a self-insured municipal corporation.

7. Indemnification.

(a) Provider shall indemnify, defend, and hold harmless SMG, Owner, and their respective officers, directors, agents, and employees from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") arising from (i) Provider's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions (collectively, the "**Laws**") applicable to Provider's performance of this Agreement, (ii) any unlawful acts on the part of Provider or its officers, directors, agents, employees, or subcontractors, (iii) personal or bodily injury to or death of persons or damage to the property of SMG or Owner to the extent caused by the negligent acts, errors, and/or omissions or the willful misconduct of Provider or its officers, directors, agents, employees, or subcontractors, or (iv) the material breach or default by Provider or its officers, directors, agents, employees, or subcontractors of any provisions of this Agreement.

(b) SMG shall indemnify, defend, and hold harmless the Provider, their respective officers, directors, agents, and employees from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") arising from (i) SMG's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions (collectively, the "**Laws**") applicable to SMG's performance of this Agreement, (ii) any unlawful acts on the part of SMG or its officers, directors, agents, employees, or subcontractors, (iii) personal or bodily injury to or death of persons or damage to the property of the Provider to the extent caused by the negligent acts, errors, and/or omissions or the willful misconduct of SMG or its officers, directors, agents, employees, or subcontractors, or (iv) the material breach or default by SMG or its officers, directors, agents, employees, or subcontractors of any provisions of this Agreement.

(c) The provisions set forth in subparagraph (a) above shall survive the termination of this Agreement.

8. Representations and Warranties. Provider hereby represents and warrants as follows:

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

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

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

9. Confidentiality.

(a) Any data in the Provider's possession is governed by the Minnesota Data Practices Act.

10. Construction of this Agreement.

(e) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Minneapolis, MN, without giving effect to the conflicts of law principles thereof.

(f) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(g) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of SMG and Provider with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

(h) 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 the remaining provisions shall not be affected thereby.

(i) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Provider as are permitted to succeed to the Provider's right upon and subject to the terms hereof.

(j) Independent Contractor; No Partnership. SMG and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this

Agreement. Nothing herein contained shall make, or be construed to make, SMG or Provider a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(k) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

11. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Provider without the prior written consent of SMG.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to SMG: SMG  
511 11<sup>th</sup> Ave S, Suite 401  
Minneapolis, MN 55415  
Attention: General Manager

with a copy to: SMG  
Independence Center  
701 Market Street, 4<sup>th</sup> Floor  
Philadelphia, PA 19106  
Attention: Director of Risk Management

If to Provider: City of Minneapolis Department of Regulatory Services  
250 So. 4<sup>th</sup> St. Rm 400  
Minneapolis, MN 55415  
Attention: Noah Schuchman

(d) Cooperation/Mediation.

(i) The parties desire to cooperate with each other in the performance of their respective duties pursuant to the terms of this Agreement . In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred to the parties' respective agents or representatives prior to either party initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within thirty (30) days after the commencement of such discussions.

(ii) Force Majeure. If any casualty or unforeseeable cause beyond the control of SMG, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, failure of public utilities, or unusually severe weather, prevents the performance of this Agreement by SMG, SMG is hereby released by Provider from any damage so caused thereby.

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

SMG, as agent for Minnesota Sports Facilities  
Authority (owner) of U.S. Bank Stadium, 1005 4<sup>th</sup>  
Street South, Minneapolis MN 55415

By:

Name: Patrick Talty

Title: General Manager

City of Minneapolis- Regulatory Services

By:

Name: Noah Schuchman

Title: Director of Regulatory Services

# Exhibit A

## Traffic Control Event Report

### US Bank Stadium

Personal:	Assignment	Pre-event hours	Post-event hours	Total hours
1	US Bank Command Center	4	4	8
2	On Street Supervisor	3.5	1.5	5
3	3rd Street & Park Avenue	2.5	1.5	4
4	3rd Street & Chicago	2.5	1.5	4
5	3rd Street & Chicago	2.5	1.5	4
6	4th Street & Park Avenue	3	1.5	4.5
7	4th Street & Portland {PRE}	2.5		2.5
	35W North Ramp {POST}		1.5	1.5
8	4th Street & 5th Avenue {PRE}	2.5		2.5
	35W South Ramp {POST}		1.5	1.5
9	5th Street & Park Avenue	2.5	1.5	4
10	5th Street & Portland {PRE}	2.5		2.5
	11th Avenue & Washington {POST}		1.5	1.5
11	5th Street & 5th Avenue {PRE}	2.5		2.5
	10th Avenue & Washington {POST}		1.5	1.5
12	6th Street & Park Avenue	2.5	1.5	4
13	6th Street & Chicago	2.5	1.5	4
14	6th Street & Chicago	2.5	1.5	4
15	6th Street & Bud Grant Way	3	1.5	4.5
16	6th Street & 10th Avenue	3	1.5	4.5
17	6th Street & 11th Avenue	3	1.5	4.5
18	7th Street & 11th Avenue {PRE}	2.5		2.5
	Chicago Avenue & Washington {POST}		1.5	1.5
19	7th Street & Chicago	2.5	1.5	4

**52 hours**

**31 hours**

**Grand Total 83 Hours**

**COST (approx): 83 hours X \$81.75  
= \$6785.25 Per Game (major  
event)**