

CITY SERVICE AGREEMENT
FOR
THE 2008 REPUBLICAN NATIONAL CONVENTION

THIS CITY SERVICE AGREEMENT made effective as of January 18, 2007 (the “**Effective Date**”), by and between the **CITY OF MINNEAPOLIS, MINNESOTA**, a municipal corporation with its principal offices located at City Hall, 350 South Fifth Street, Minneapolis, MN 55415 (the “**City**”) and **MINNEAPOLIS ST. PAUL 2008 HOST COMMITTEE, INC.**, a non-profit corporation organized under the laws of the State of Minnesota with its principal offices located at 225 South Sixth Street, Suite 3500, Minneapolis, MN 55402 (the “**Host Committee**”).

WITNESSETH:

WHEREAS, the Republican National Committee (the “**RNC**”) desires that the City serve as a site for the 2008 Republican National Convention (the “**Convention**”); and

WHEREAS, the Host Committee desires that the City serve as a site for the Convention and in connection therewith the Host Committee desires to provide or cause to be provided certain facilities, goods, equipment, and services, and to undertake certain obligations, all on the terms and conditions set forth in that certain Site Agreement for the 2008 Republican National Convention of even date herewith (the “**Site Agreement**”) by and among the Host Committee, the RNC, and the Committee on Arrangements for the 2008 Republican National Convention (the “**COA**”); and

WHEREAS, the Host Committee has obtained the support of the City, the City of Saint Paul, Minnesota and the State of Minnesota, to support the Host Committee and the City in serving as the host for the Convention; and

WHEREAS, the City's Mayor and City Council have acknowledged that the Convention will be beneficial to improvement and expansion of the City's economy; and

WHEREAS, the RNC Site Selection Committee has recommended that the Convention shall be held in the City; and

WHEREAS, in consideration of (i) the RNC's selection of the City as a site for the Convention; and (ii) the mutual covenants contained therein, the Host Committee, the RNC, and the COA have entered into the Site Agreement; and

WHEREAS, the Host Committee desires to secure, and the City desires to give, the agreement of the City to perform certain obligations:

NOW, THEREFORE, in consideration of (i) the RNC's selection of the City as a site for the Convention; and (ii) the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE 1.
DEFINITIONS**

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

“ADA” has the meaning set forth in Section 6.4 hereof.

“Ancillary Facilities” means those Licensed Facilities located within the City selected by the COA pursuant to Section 4.6 (b) of the Site Agreement for the purpose of (a) conducting meetings of various committees, (b) engaging in other business and other activities related to the Convention, and (c) holding other similar events which venues may include, without limitation, property owned or controlled by the City or the State of Minnesota.

“Associated Areas” means, with respect to each Licensed Facility (other than the Convention Complex) and Special Event Venue located within the City, all related spaces, meeting or exhibition areas and office space, and associated corridors, control rooms, receiving areas, ramps, loading docks, storage areas, and space housing equipment and facilities necessary for the effective preparation and use (including, without limitation, the provision of adequate security and other Essential Services as specified in this City Service Agreement) of such facility, as contemplated by this City Service Agreement.

“City Ancillary Facilities” means those Licensed Facilities selected by the COA pursuant to Section 4.6 (b) of the Site Agreement for the purpose of (a) conducting meetings of various committees, (b) engaging in other business and other activities related to the Convention, and (c) holding other similar events, from a list of potential facilities prepared by the Host Committee and the City, which facilities are owned or controlled by the City.

“City EMS Unit” means the emergency medical services unit to be provided by the City pursuant to Section 5.1 hereof.

“City Police” has the meaning set forth in Section 5.3(a) hereof.

“Convention” has the meaning set forth in the Recitals hereof only insofar as such activities and events are held in the City.

“Convention Period” has the meaning set forth in Section 2.2 hereof.

“Convention Security Plan” has the meaning set forth in Section 5.3(a) hereof.

“Coordinated Events” means those events and activities held in the City sponsored by entities or organizations other than the COA or the Host Committee, which events and activities are associated with but do not comprise the Convention.

“Delegate Experience Package” has the meaning set forth in Section 5.5 hereof.

“Emergency Medical Plan” has the meaning set forth in Section 5.1(c) hereof.

“Essential Services” means all electrical and other power, air conditioning, water, toilets, telephone, janitorial services, trash removal, basic security, and medical assistance necessary to the operation and occupation of a subject facility.

“Furnishings and Equipment” means such office furniture, desks, chairs and other seating, tables, office decor, filing facilities, shelving, office supplies, copiers, postage meters, facsimile machines, audio visual equipment, office safe, and telecommunications systems and equipment (as specified in the Technology and Telecommunications Plan described in Section 5.4 hereof), and other facilities of a type customarily used in connection with meeting, administrative, and similar functions at any Licensed Facility or Special Event Venue, in each case, as is designated by, and to the specifications provided by the COA.

“Licensed Facilities” means collectively, the Ancillary Facilities, Official Convention Event Venues and Special Event Venues, but in each case only to the extent and for such periods as each such facility is leased or licensed (or for which use thereof by the COA is otherwise contractually provided) to the Host Committee and the rights to which are then given to the COA pursuant to the terms of the Site Agreement.

“License Period” means each period described in Section 4.2 of the Site Agreement, and **“License Periods”** means, collectively, all of such periods.

“Official Convention Event” means those events sponsored by the COA or the Host Committee, which events and activities are associated with but do not comprise the Convention.

“Parking Plan” has the meaning set forth in Section 5.2 hereof.

“Special Events” means those events and activities held in the City and sponsored by the COA or the Host Committee, which events and activities are associated with but do not comprise the Convention.

“Special Event Venues” means venues, other than the Licensed Facilities and the Associated Areas with respect thereto in and around the City as may be used to carry out Special Events and Coordinated Events.

“Technology and Telecommunications Plan” has the meaning set forth in Section 5.4 hereof.

“**Unlimited Access**” means access at any time by any persons designated and authorized by the Convention Manager, to the exclusion of all persons not so designated and authorized, and except as otherwise expressly provided herein.

Section 1.2. Defined Terms in Site Agreement. Any capitalized term used herein but not specifically defined herein shall have the meaning ascribed to it in the Site Agreement.

ARTICLE 2. THE CONVENTION

Section 2.1. The Convention to be Held in the City. The RNC shall issue the call for the Convention to be held in the cities of Minneapolis and Saint Paul (collectively, the “Cities”) and shall hold the Convention in the Cities, during the period September 1, 2008, through September 4, 2008; provided, however, that upon notice by the COA on or before February 8, 2008, the Convention Period (as defined in Section 2.2 hereof) may, in the COA’s sole discretion, commence one or more days after September 1, 2008, and end one or more days before September 4, 2008.

Section 2.2. The Convention Period; Extension Thereof. The period beginning at 12:01 a.m. on September 1, 2008, or later (as determined pursuant to Section 2.1 hereof) and ending at 12:00 midnight on September 4, 2008, or earlier (as determined pursuant to Section 2.1 hereof), shall be referred to as the “**Convention Period.**” In the event that the sessions of the Convention should, for any reason whatsoever, extend beyond the anticipated conclusion date of September 4, 2008, the term “**Convention Period**” shall, for purposes of this City Service Agreement, mean and include each day or portion thereof of such extension; provided, however, that the Convention Period shall not include any period of time beyond 11:59 p.m. on

September 15, 2008. All time references in this City Service Agreement shall refer to such time in the City.

Section 2.3. The Site Agreement For The Convention. The Host Committee has been established and organized as a Host Committee to perform and provide the Convention with support, hospitality, and welcoming functions. The Host Committee has agreed to undertake certain obligations in connection with the Convention as set forth in this City Service Agreement and in the Site Agreement.

ARTICLE 3. TERM AND NATURE OF OBLIGATIONS

Section 3.1. Term. The term of this City Service Agreement (the “**Term**”) shall commence on the Effective Date and shall terminate upon the later of the termination of the Site Agreement or any agreement or commitment attached thereto.

Section 3.2. Obligations of the Host Committee. The Host Committee hereby agrees to fully and timely perform all obligations set forth in this City Service Agreement to be performed by it and to use its best efforts to assist the City in performing its obligations under this City Service Agreement.

Section 3.3. Obligations of the City. The City hereby agrees to furnish certain public contributions (“**Public Contributions**”) to the Host Committee as more fully described herein. The City hereby agrees to use its best efforts to fully and timely perform all other obligations set forth in this City Service Agreement.

ARTICLE 4.
LICENSE OF FACILITIES

Section 4.1. City Access to Licensed Facilities and Special Event Venues. The Host Committee shall ensure that the City is provided with reasonable access to the Licensed Facilities and the Special Event Venues for the performance of any of its contractual functions, including the Minneapolis Convention Center and Target Center. The Host Committee agrees that in no event shall authorized employees of the City be prevented from performing and carrying out their governmental functions and purposes; or responding to any police, fire, or medical emergency, in, at, or around the Licensed Facilities or the Special Event Venues, including, without limitation, all areas designated as restricted areas by the COA, or responding to any public safety or security situation in the City. In addition, the Host Committee agrees to use its best efforts to ensure public rights of way for reasonable public access to the City Ancillary Facilities, subject to any and all security and access requirements of the COA.

Section 4.2. Availability of City Ancillary Facilities and Special Event Venues.

(a) Beginning at 12:01 a.m. on August 18, 2008, the City agrees to provide to the Host Committee and the COA Unlimited Access, subject to the requirements of this Section 4.2, to the City Ancillary Facilities for all purposes deemed appropriate by the COA, including, without limitation, to conduct meetings of the Convention's Platform Committee, Rules Committee, other committees, and other activities and events related to the Convention.

(b) The Host Committee, at its cost, shall cause the City Ancillary Facilities to be constructed and equipped, including, without limitation, providing and maintaining in safe and operable condition Furnishings and Equipment. Any such construction or changes to City Ancillary Facilities caused by the Host Committee shall be in compliance with, without

limitation, applicable building standards and law, and any such construction, shall be of such nature that the City Ancillary Facilities can be surrendered in the same condition as existed prior to the Convention, reasonable wear and tear excepted, unless the City agrees in writing that any such construction or changes shall be left intact.

(c) The City, at its cost, shall supply Essential Services for the City Ancillary Facilities and their Associated Areas.

(d) The Host Committee agrees to secure from the City all appropriate authority, including, without limitation, licenses, permits, and similar consents and grants required for the use of the City Ancillary Facilities.

(e) Choice of, and once chosen, the use of, and access to, all Special Event Venues shall at all times remain in the sole discretion and control of the COA. The Host Committee agrees to secure from the City all appropriate authority, including, without limitation, licenses, permits, and similar consents and grants required for the use of the Special Event Venues and the City shall make available such Essential Services for such Special Event Venues as the COA deems appropriate; provided, however, that (i) with respect to Special Events, all costs incurred in connection with the foregoing shall be borne by the Host Committee, and (ii) with respect to Coordinated Events, all such costs shall be borne by the applicable sponsoring organization[s] and entit[y][ies] of such Coordinated Events.

(f) The City shall be allowed to charge the Host Committee any reasonable fees or other charges otherwise applicable to the use of City Ancillary Facilities and Special Event Venues owned or operated by the City; provided, however, that said fees or other charges shall in

no case exceed the highest rates charged for the use of the City Ancillary Facilities and Special Event Venues in the eighteen (18) months preceding the Effective Date.

(g) To the extent permitted by law, the City will use its best efforts to devise an expedited procedure for any licenses, permits, including, without limitation, special event permits, approvals, and inspections required under City law and to be provided under paragraphs (d) and (e) of this Section 4.2.

ARTICLE 5. PROVISION OF FACILITIES AND SERVICES

Section 5.1. Medical Services. The City agrees to provide or cause to be provided the following emergency medical services, as required by the Convention Security Plan (as hereinafter defined):

(a) At all times during which the Convention is in session and for the period at least two hours before and after all such sessions, the City will provide the City EMS Unit.

(b) On a 24 hour basis throughout the Convention Period, the City agrees to provide emergency medical services for the benefit of the Convention. The City shall, in consultation with the Host Committee and the COA, determine the number and location of any such emergency medical services personnel.

(c) The City shall devise, as part of its obligation to provide emergency medical services, an emergency medical plan (the **“Emergency Medical Plan”**). The City shall prepare and implement the Emergency Medical Plan with cooperation from the Host Committee and the COA.

Section 5.2. Parking Facilities. The COA (in consultation with the Host Committee and the City) shall develop a parking plan, subject in all respects to COA approval (the “**Parking Plan**”) for the Convention. The City hereby agrees to cooperate with the COA and the Host Committee in the preparation and implementation of the Parking Plan.

Section 5.3. Security and Related Protective Services.

(a) The City agrees to provide police and fire protection and assistance as shall be adequate to the needs of a convention the size and unique nature of the Convention and as specified in a Convention security plan to be jointly prepared by the Host Committee, the City, and the COA and subject to approval by the COA, with advice from a professional security consultant designated by the COA for the Host Committee (the “**Convention Security Plan**”). The Convention Security Plan will include, without limitation, the use of City’s Police Department and will (i) provide for security and crowd control (both inside and outside all applicable venues located in the City) and traffic control for activities related to the Convention during the License Periods; (ii) set forth the respective roles and responsibilities of the City law enforcement personnel (the “**City Police**”), the United States Secret Service, any security force of the Convention Complex, other private security personnel, and other federal, state, and local agencies; and (iii) take into account the requirements for security, crowd control, and traffic control in other cities in which earlier presidential nominating conventions of both political parties have been held. The Convention Security Plan will include, without limitation, provisions for securing the Licensed Facilities, Special Event Venues, Associated Areas, and the hotels and motels housing participants of the Convention, and the public property surrounding or adjacent to the foregoing, as necessary.

(b) In support of the foregoing, (i) the City agrees to provide such number of City Police, inside and outside the Convention Complex, the other Licensed Facilities, and Special Event Venues, as specified in the Convention Security Plan at all times during the License Periods.

(c) The City shall provide adequate personnel to control ingress to and egress from the Licensed Facilities and the Special Event Venues, and, if so provided in the Convention Security Plan, the construction and maintenance of security barriers or other obstacles at the Licensed Facilities or elsewhere, the blockage of traffic, the closing of streets, the provision of restricted traffic lanes, and the provision of official escorts for certain vehicles (including, without limitation, vehicles transporting delegates), as specified in the Convention Security Plan.

(d) The City agrees that during the License Periods with respect to the Licensed Facilities, the Special Event Venues, and the Associated Areas, matters relating to control of ingress to and egress from such areas shall be subject to the ultimate authority of the COA, subject to the City's access requirements set forth in Section 4.2 of this City Service Agreement. Matters relating to law enforcement both within the City during the Convention Period shall be subject to the ultimate authority of the Chief of Police of the City, in consultation with the COA and the Host Committee.

(e) The COA, the Host Committee, and the City shall also mutually agree on a Traffic Control Plan. The City will provide, during the Convention Period, adequate traffic control personnel to facilitate the orderly flow of traffic into, from, and between the Licensed Facilities, and the Special Event Venues used by the COA, each of the hotels and motels located within the City housing participants of the Convention, and airports located within the City,

pursuant to such Traffic Control Plan. The Host Committee has secured the agreement of the State and the cities of Saint Paul and Bloomington to cooperate with the City Police in the implementation of the Traffic Control Plan. The Host Committee shall provide or cause to be provided shuttle buses for the transfer of attendees of the Convention and for other purposes. The Traffic Control Plan will include, without limitation, reasonable provisions, subject to applicable law, for ensuring vehicular and pedestrian movement's related to the Convention through the public property and Licensed Facilities, and the Special Event Venues, as necessary, as well as the closing of streets or other public byways the provision of restricted traffic lanes, and the provision of official escorts for certain vehicles (including, without limitation, vehicles transporting delegates), as necessary.

(f) The City will provide adequate security as specified by the Convention Security Plan, including, without limitation, police protection and traffic control at and in all hotels and motels located within the City housing participants of the Convention including, without limitation, officers, delegates, and alternate delegates, of the Convention and employees, candidates, members of the Convention, and employees of the RNC and of the COA. The City will also provide adequate security, as specified by the Convention Security Plan, to delegations, officers, and candidates of the Convention, and designated officials of the RNC and the COA in transit between such hotels and motels and the Convention Complex and other Licensed Facilities during the License Periods. Notwithstanding anything to the contrary herein, this Agreement imposes only a general duty to protect the public at large and does not create a specific duty owing to any particular individuals.

(g) The City shall provide the COA with radio communication facilities, including, without limitation, hand held radios operating on appropriate security frequencies, to permit

efficient communication with law enforcement personnel of the City. The Host Committee agrees to promptly return to the City such radio communication facilities after the Convention Period in good and operable condition, reasonable wear and tear excepted.

(h) The City shall provide a secure weapons storage facility for firearms and weapons not allowed to be carried in the Licensed Facilities.

(i) The parties hereto anticipate that certain financial assistance will be provided by the federal and/or state government and/or local units of government other than the City (the “Security Subsidy”) to the City to fully and completely fund and/or reimburse the necessary costs incurred, and to be incurred by the City in providing the services described in Section 5.1 herein and this Section 5.3 pursuant to the Security Plan. However, to the extent that such monies are not provided, or if provided, are insufficient to fully fund or reimburse the cost of the services incurred, or to be incurred pursuant to the Security Plan as described in Section 5.1 herein and this Section 5.3, the Host Committee agrees to reimburse the City for all such costs, other than those ordinary costs of providing security or medical services which the City would otherwise incur if the Convention were not held in the City (by way of illustration only, such reimbursable costs will include but not be limited to all costs incurred by the City in providing the City Police, all costs incurred by the City in requiring its own employees to work overtime and/or shifts that the City would not otherwise need to deploy but for the Convention, the costs incurred by the City in procuring any equipment deemed necessary by the Convention Security Plan, etc...).

Section 5.4. Technology and Telecommunications Services. The COA shall prepare, in consultation with the City and the Host Committee, a technology and telecommunications plan

(the “**Technology and Telecommunications Plan**”), but in all respects subject to approval by the COA.

Section 5.5. Delegate Experience. The Host Committee has agreed to provide a comprehensive package of amenities and experiences for all delegates to the Convention, including, without limitation, the welcoming ceremony, welcoming activities, delegate receptions, special events, decorations, and Volunteer support (the “**Delegate Experience Package**”). The City agrees to cooperate with the Host Committee in implementing the Delegate Experience Package.

Section 5.6. Alcoholic Beverages. The City hereby agrees to use its best efforts to ensure that its officials, contractors, employees, and guests do not bring alcoholic beverages into the Convention Complex or onto the grounds thereof during the Convention Period other than as authorized by the COA.

ARTICLE 6. OTHER COVENANTS OF THE CITY

Section 6.1. Indemnification and Insurance.

(a) The Host Committee agrees to indemnify and hold harmless the City and all officials, employees, agents, consultants, contractors, subcontractors at any tier, or vendors of the City (collectively, the "City Indemnified Parties") from and against any and all Costs which may be imposed upon, incurred by, or asserted against any of the City Indemnified Parties, arising out of or relating to (i) the performance or breach of the obligations and representations of the Host Committee under this Agreement, the Site Agreement, or any related agreements entered into by the Host Committee or to which the Host Committee is otherwise bound; (ii) any other acts or

omissions of the Host Committee or of any of its officers, directors, officials, employees, agents, attorneys, Volunteers, consultants, contractors, subcontractors at any tier, or vendors; (iii) any other activities contemplated by this Agreement or the Site Agreement, to be undertaken by the Host Committee; or (iv) any bodily injury, personal injury (including death), or property damage sustained by any person, entity, or organization relating to the work of contractors hired by the Host Committee pursuant to the Site Agreement and all activities related to the Convention or services to be provided by the Host Committee or controlled, managed, organized, or coordinated by the Host Committee pursuant to this Agreement, the Site Agreement, or any related agreements entered into by the Host Committee or to which the Host Committee is otherwise bound; other than, with respect to the City Indemnified Parties, such Costs which may be imposed upon, incurred by, or asserted against, the City Indemnified Parties, arising out of or relating to the fraud, willful misconduct, or gross negligence of the City Indemnified Parties and others for whom the City Indemnified Parties are legally responsible.

(b) The City agrees to indemnify and hold harmless the Host Committee, the RNC, the COA, and all of their members, directors, officers, officials, employees, agents, attorneys, Volunteers, and consultants of the RNC and of the COA (collectively, the “Host Committee and RNC Indemnified Parties”) from and against any and all Costs which may be imposed upon, incurred by, or asserted against any of the Host Committee and RNC Indemnified Parties, arising out of or relating to (i) the performance or breach of the obligations and representations of the City under this Agreement, or any related agreements entered into by the City or to which the City is otherwise bound; (ii) any other acts or omissions of the City or its officials, employees, agents, consultants, contractors, subcontractors at any tier, or vendors arising out of or related to the Convention; (iii) any other activities of any of the City contemplated by this Agreement or

the Site Agreement, to be undertaken by the City; or (iv) any bodily injury, personal injury (including death), or property damage sustained by any person, entity, or organization related to the services to be provided by the City pursuant to this Agreement, or any related agreements entered into by the City or to which the City is otherwise bound; other than, with respect to the Host Committee and the RNC Indemnified Parties, such Costs which may be imposed upon, incurred by, or asserted against, the Host Committee and the RNC Indemnified Parties, arising out of or relating to the fraud, willful misconduct, or gross negligence of the Host Committee and the RNC Indemnified Parties and others for whom such Host Committee and the RNC Indemnified Party is legally responsible.

(c) The Host Committee shall obtain the insurance coverages as shown in Exhibit A to this Agreement which is incorporated hereto (the "Insurance Coverages"), and shall provide upon request to the City's Director of Risk Management one or more certificates of insurance evidencing such Insurance Coverages. The Insurance Coverages shall become effective on such dates as required by the City's Director of Risk Management and the COA, provided that such Insurance Coverages shall be in effect during the License Periods or beginning on the date a facility or service is to be provided to the COA under the Site Agreement, or any other license or similar agreement with any other owner or operator of any Licensed Facility or Special Event Venue (as each such term is defined in the Site Agreement), under insurance policies issued by companies authorized to do business in the State of Minnesota, naming the RNC, the COA, the Host Committee and the City as primary or named insured parties. As a precondition to contracting, the Host Committee shall require all agreements related to or in connection with the Convention with all contractors, subcontractors at any tier, vendors, concessionaires, and other persons performing services for the Host

Committee, the City, or the News Media at the Licensed Facilities, to require such contractors, subcontractors, vendors, concessionaires, or other persons to provide a certificate of insurance naming the Insured Parties as additional insured or additional named insured parties and waiving subrogation under various coverages, and to indemnify and hold harmless the Insured Parties as provided in this Agreement.

(d) The City reserves the right to maintain self-insurance for, without limitation, (i) workers' compensation insurance as required by applicable law; and (ii) automobile liability coverage protecting against claims for bodily injury and death and property damage.

(e) Nothing herein shall waive or amend nor shall be construed to waive or amend any defense or immunity which the City and its officials, employees, or agents, may have under any limitation on municipal liability under Minnesota Statutes, Section 466.01 et seq., Minnesota Statutes, Section 471.59, or as a waiver of any common-law immunity or limitation of liability, all of which are hereby reserved by the City, as applicable.

Section 6.2. Financing of Facilities and Services.

(a) The Host Committee has assembled a comprehensive proposal to host the Convention which contains, among other items, the City's provision of Public Contributions to the Host Committee and certain General In-Kind Contributions to the Host Committee as an inducement to the RNC and the COA to enter into the Site Agreement.

(b) In consideration of the City's provision of Public Contributions and in addition to the payments otherwise provided for and required in this Agreement, including Sections 4.2 and 5.3(i) hereof, the Host Committee agrees to reimburse the City and other local units of

government (the “Local Governments”) an aggregate amount not to exceed Three-Hundred Thousand and 00/100 Dollars (\$300,000.00), representing all of the anticipated costs, other than those ordinary costs of providing the Public Contributions, which the City and the Local Governments would otherwise incur if the Convention were not held in the City or within the boundaries of the Local Governments (the “Public Contributions Pool”) (by way of illustration only, such costs may include but not be limited to all costs incurred by the City in requiring its own employees to work overtime and/or shifts that the City would not otherwise need to deploy but for the Convention; the costs incurred by the City in procuring any equipment deemed necessary by the Convention Security Plan; the costs incurred by the City in the clean-up of streets and other public areas including waste removal, professional service costs incurred by the City, etc...). The Host Committee, the City and the City of Saint Paul shall each appoint one (1) representative to a claims committee (the “Claims Committee”) which shall consider and determine by a majority vote, whether a claim for reimbursement made against the Public Contributions Pool under this Section 6.2(b) shall be reimbursed. An applicant for reimbursement hereunder shall provide the Claims Committee with an invoice and other documentation deemed appropriate by the Claims Committee describing the services provided by the applicant that are eligible for reimbursement in connection with this Section 6.2(b). The Claims Committee shall meet at least quarterly beginning January 1, 2008. To the extent that the Public Contribution Pool is insufficient to pay all allowable and approved claims for reimbursement, such claims will be paid on a pro rata basis. All allowable and approved claims for reimbursement hereunder shall be paid on a quarterly basis, but no later than thirty (30) days after such claims have been approved for reimbursement.

(c) In connection with the performance of the City's provision of Public Contributions to the Host Committee and General In Kind Contributions to the Host Committee hereunder, the City shall use its best efforts to comply, to the extent applicable, with provisions of the Federal Election Campaign Act, the Presidential Election Campaign Fund Act, and the regulations of the Federal Election Commission promulgated thereunder, including, without limitation, 11 C.F.R. §§ 9008.8(b)(I) and (2); 9008.52; and 9008.53.

Section 6.3. Cooperation of Other Governmental Authorities. The Host Committee has secured written commitments from the City, the State of Minnesota, and other appropriate governmental authorities to cooperate with and assist the RNC and the COA with respect to matters within their jurisdictions relating to the preparations for and the holding of the Convention. In addition, the City's City Council has adopted a Resolution offering the Council's support of the City's commitments to the RNC and the COA described herein. A copy of the Resolution is attached as Exhibit B to this City Service Agreement.

Section 6.4. Accessibility for the Disabled. The City agrees that, to the best of its belief, any Licensed Facilities and Special Event Venues under its exclusive control to be used in connection with the Convention are compliant with the Americans with Disabilities Act of 1990 as the same may be amended, and all rules and regulations promulgated thereunder (collectively, the "ADA"), including, without limitation, (a) the City's policies, practices, procedures, and eligibility criteria; (b) the provision of auxiliary aids and services within all such Licensed Facilities and Special Event Venues; (c) architectural, communications, and transportation barriers within all such Licensed Facilities and Special Event Venues; and (d) the availability of

wheelchair seating spaces in any and all assembly areas in such Licensed Facilities and Special Event Venues.

**ARTICLE 7.
REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

Section 7.1. Representations and Warranties of the Host Committee. The Host Committee hereby represents and warrants as follows:

(a) The Host Committee is a non profit corporation that has or will file for status as a tax exempt, 501(c)(3) corporation, validly subsisting under the laws of the State of Minnesota, and has the corporate power and authority and the legal right to execute, deliver, and perform this City Service Agreement.

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

(c) This City Service Agreement has been duly and validly authorized, executed, and delivered by the Host Committee and, assuming the due authorization and execution hereof by the other party hereto, constitutes a valid, legal, and binding obligation of the Host Committee enforceable in accordance with its terms, subject only to such exceptions, if any, as are set forth in the opinion of counsel to the Host Committee attached as Exhibit C to this City Service Agreement.

(d) The execution, delivery, and performance of this City Service Agreement by the Host Committee does not conflict with, or constitute on the part of the Host Committee, a violation of, breach of, or default under any provision of its Articles of Incorporation or Bylaws,

statute, indenture, resolution, mortgage, deed of trust, note agreement, or other agreement or instrument to which the Host Committee is party or by which the Host Committee is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Host Committee or any of its activities or properties, subject only to such exceptions, if any, as are set forth in the opinion of counsel to the Host Committee attached as Exhibit C to this City Service Agreement.

(e) To the best of the Host Committee 's knowledge, after due investigation, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending before any court, public board, or body, or threatened against or affecting the Host Committee, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this City Service Agreement or which would adversely affect the validity or enforceability of this City Service Agreement.

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

Section 7.2. Representations and Warranties of the City. The City hereby represents and warrants as follows:

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

(b) The City has taken all action required in the opinion of the Office of the City Attorney (“CAO”) to authorize and approve the execution, delivery, and performance of this City Service Agreement by and on behalf of the City.

(c) This City Service Agreement has been duly and validly authorized, executed, and delivered by the City and, assuming the due authorization and execution hereof by the other party hereto, constitutes a valid, legal, and binding obligation of the City enforceable in accordance with its terms, subject only to such exceptions, if any, as are set forth in the opinion of the CAO attached as Exhibit D to this City Service Agreement.

(d) The execution, delivery, and performance of this City Service Agreement by the City does not, in any material respect, violate or constitute a breach of or default under the City’s Home Rule Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of Minnesota or of the United States, or, to the knowledge of the CAO, any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement, or other instrument presently in effect to which the City is a party or is otherwise bound, the consequence of which or the cure or the correction of which would materially and adversely affect the financial condition or results of operations of the City as a whole, subject only to such exceptions, if any, as are set forth in the opinion of the CAO attached as Exhibit D to this City Service Agreement.

(e) To the knowledge of the CAO after inquiry within the CAO, except for matters which in the opinion of the CAO are without merit or are not material, there is no action or proceeding pending against the City in court or threatened in writing against the City, a final adverse determination of which would reasonably be expected to materially adversely affect the

transactions contemplated by this City Service Agreement or which would adversely affect the validity or enforceability against the City of this City Service Agreement.

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

ARTICLE 8. GENERAL PROVISIONS

Section 8.1. Limitation of City Liability. (a) Except as otherwise provided by law, nothing in this City Service Agreement shall be construed to deem the City to be a partner, joint venturer, employee, or agent of the Host Committee, the RNC, the COA, or any of the other Host City Parties; it being intended that the RNC and the COA, on the one hand, and the City, the Host Committee, and the other Host City Parties on the other, shall remain independent parties solely responsible for their own actions. Except as otherwise provided by law, the City shall not be liable under any contracts or obligations of any of the Host Committee, the RNC, the COA, or the other Host City Parties, or for any acts or omissions of any of the Host Committee, the RNC, the COA, or the other Host City Parties or their respective members, officers, directors, officials, employees, agents, vendors, contractors, and subcontractors at any tier.

(b) No member, officer, director, official, employee, or agent of the City shall be personally liable for any Costs of the City, the Host Committee, the RNC, the COA, or any of the other Host City Parties. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the City, may look only to the funds and property of the City for payment of any such contract or claim, to the extent the City is liable therefore, or for the payment of any debt, damages, judgment, or decree for which the City is liable, or for the

payment of any Costs that may become due or payable to them from the City, and not from any member, officer, director, official, employee, or agent of the City.

(c) The Host Committee is a non profit corporation organized and subsisting under the laws of the State of Minnesota. No member, officer, director, official, employee, or agent of the Host Committee shall be personally liable for any Costs of the Host Committee. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Host Committee, may look only to the funds and property of the Host Committee for payment of any such contract or claim, to the extent the Host Committee is liable therefore, or for the payment of any debt, damages, judgment, or decree for which the Host Committee is liable, or for the payment of any Costs that may become due or payable to them from the Host Committee, and not from any member, officer, director, official, employee, or agent of the Host Committee.

(d) Each party to this City Service Agreement shall be excused for the period of any delay in the performance or inability to perform any obligations hereunder attributable to any cause or causes beyond that party's control, including, without limitation, acts of terrorism, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power sabotage, federal or state governmental regulations or controls, fire or other casualty (including, without limitation, storms, floods, hurricanes, tornadoes, earthquakes, and other acts of God); provided, however, that performance hereunder would not be excused unless any of the foregoing materially impeded such party's ability to perform its obligations hereunder.

Section 8.2. Additional Actions and Documents. Recognizing that time is of the essence, each of the parties hereto agrees to use its best efforts to take or cause to be taken such

further actions; to execute, deliver, and file or cause to be executed, delivered, and filed, such further documents; and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order fully to effectuate the purposes, terms, and conditions of this City Service Agreement. Such actions shall include, without limitation, fully and effectively settling or resisting and defending against any action by any third party, which would interfere with the full and timely performance of this City Service Agreement by the City or the Host Committee.

Section 8.3. Assignment. Except as expressly provided herein or as previously agreed, no portion of this City Service Agreement or any right or obligation hereunder may be assigned, in whole or in part, whether by operation of the law or otherwise, by any party hereto without the prior written consent of the City, the Host Committee, the RNC, and the COA.

Section 8.4. Amendment. No amendment, modification, or discharge of this City Service Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement thereof is sought.

Section 8.5. Survival. All covenants, agreements, statements, representations, and warranties made in this City Service Agreement shall survive the execution and delivery of this City Service Agreement and any investigation, audit, or inspection made by any other person, entity, or organization.

Section 8.6. Waiver. No waiver of, no delay in exercising (with the exception of the prompt and timely notification of claims), and no omission to exercise, any rights or remedies by any party shall be construed as a waiver by such party of any other rights or remedies that such party may have under this City Service Agreement.

Section 8.7. Severability of Provisions. The provisions of this City Service Agreement shall be severable and divisible, and the invalidity or unenforceability of any term or provision of this City Service Agreement shall not affect the validity or enforceability of the remaining provisions of this City Service Agreement.

Section 8.8. Headings: Exhibits. The Table of Contents and Article and Section headings in this City Service Agreement are solely for the convenience and reference of the parties hereto and are not intended to be descriptive of the entire contents of any such Articles or Sections and shall not limit or otherwise affect any of the terms or provisions hereof. Exhibits attached hereto are hereby made a part of this City Service Agreement.

Section 8.9. Notices.

(a) Any notice, payment, demand, request, or other communication required or permitted to be given hereunder by any party to any other shall be effected by (i) personal delivery in writing, (ii) telegram, or (iii) registered or certified first class mail, postage prepaid and return receipt requested, addressed as follows:

If intended for the Host Committee:

John Knapp, Esquire
Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

Executive Director
Minneapolis St. Paul Host Committee 2008, Inc.
Suite 3500
225 South Sixth Street
Minneapolis, MN 55402

If intended for the City:

Office of the City Attorney
Jay Heffern
Metropolitan Center
333 South 7th Street, Room 300
Minneapolis, MN 55402

Copy (which shall not constitute notice) to:

Mayor R.T. Rybak
City Hall, Room 331
350 South Fifth Street
Minneapolis, MN 55415

If intended for the RNC: Copy (which shall not constitute notice) to:

General Counsel
Republican National Committee
310 First Street, S.E.
Washington, D.C. 20003

Chairman
Republican National Committee
310 First Street, S.E.
Washington, D.C. 20003

If intended for the COA:

Treasurer
Committee on Arrangements
for the 2008 Republican National Convention
310 First Street, S.E.
Washington, D.C. 20003

Copy (which shall not constitute notice) to:

General Counsel
Republican National Committee
310 First Street, S.E.
Washington, D.C. 20003

(b) Any party's address may be changed by written notice to the other party. Each notice, demand, request, or other communication transmitted in the manner described in subsection (a) of this Section 8.9 shall be deemed sufficiently given, served, sent, and received at

such time as it is delivered to the addressee (with the return receipt, delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery), or at such time as delivery is refused by the addressee.

Section 8.10. Breach and Termination. Except as set forth in Section 8.1(d) of this City Service Agreement, the parties hereto expressly agree that any material breach of any of the material terms and conditions of this City Service Agreement may result in irreparable harm to the Host Committee, and only after providing written notice to the City of such breach and the expiration of thirty (30) days notice from the date of such notice by which the City may cure breach, the Host Committee shall, in addition to any other remedy provided herein or by law or in equity, be entitled to seek appropriate equitable relief, including injunctive relief and specific performance, in a forum as provided in Section 8.12 of this City Service Agreement.

Section 8.11. Compliance With Laws and Rules and Regulations. The parties hereto shall use their best efforts to comply with or cause to be complied with by any contractors, subcontractors, volunteers, or consultants, the requirements of all applicable laws, statutes, regulations, and ordinances in the performance of this City Service Agreement, including, without limitation, building codes; laws pertaining to health, fire, or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and non discrimination laws.

Section 8.12. Governing Law and Forum Selection. This City Service Agreement and all disputes arising under this City Service Agreement shall be governed, construed, and decided in accordance with the laws of the State of Minnesota. The parties further agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any arising out of or related to this City Service Agreement, or the relationship created or evidenced thereby, shall be brought

exclusively in the State of Minnesota, Hennepin County, District Court. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. Notwithstanding the foregoing, either party hereto may remove any such suit, action, claim, or proceeding to the United States District Court for the District of Minnesota so long as subject matter jurisdiction is established. Subject to the preceding sentence, the parties further agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two forums, and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 8.9 of this City Service Agreement. The parties further hereby waive trial by jury in any legal proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of or related to this City Service Agreement or the relationship created or evidenced hereby.

Section 8.13. City Laws. The parties hereto agree, to the extent such laws are applicable, to comply with the following City Home Rule Charter provisions, City Ordinances, regulations and policies:

(a) Civil Rights/Nondiscrimination. The Host Committee agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

(b) ADA. The Host Committee agrees to comply with the regulations of the ADA and the applicable provisions of the Minnesota Human Rights Act related thereto.

(c) Living Wage Policy. The Host Committee agrees to comply with the applicable provisions of the Minneapolis Living Wage and Responsible Public Spending Ordinance, as set forth in Chapter 38 of the City's Code of Ordinances.

(d) Equal Benefits. The Host Committee agrees to comply with the applicable provisions of Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners.

(e) Small & Underutilized Business Program. The Host Committee agrees to comply with the applicable provisions of the Small & Underutilized Business Enterprise Program, as outlined in Minneapolis City Ordinance Chapter 423.

Section 8.14. Public Data. The Host Committee acknowledges and agrees that this City Services Agreement and all information and referenced herein are subject to Chapter 13 of the Minnesota Statutes (Minnesota Government Data Practices Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules and regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated and thus this Agreement and all or a portion of such information and documents may be considered public data thereby.

Section 8.15. Entire Agreement. This City Service Agreement (including all Exhibits hereto) contains and constitutes the entire agreement of the parties hereto with respect to the subject matter it covers and supersedes all prior or other negotiations, representations, and agreements between the parties and their representatives.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each party has caused this City Service Agreement to be signed in its name by its duly authorized officer, all as of the date first above written.

MINNEAPOLIS SAINT PAUL 2008 HOST
COMMITTEE, INC.

By: _____
Its: _____

CITY OF MINNEAPOLIS

By: _____
Its: Mayor

Approved as to Form

By: _____
Its: City Attorney

SCHEDULE OF EXHIBITS

Exhibit A	Insurance Coverages
Exhibit B	City Council Resolution
Exhibit C	Legal Opinion of Counsel to the Host Committee
Exhibit D	Legal Opinion of the City Attorney

Exhibit A
Schedule of Insurance Coverages

- (1) Commercial General Liability Insurance and/or Umbrella Liability Insurance with a combined single limit for bodily injury, personal injury, and property damage in the amount of Twenty-five Million Dollars (\$25,000,000) per occurrence and in the aggregate, except during the Convention Period when such Commercial General Liability and/or Umbrella Liability Insurance shall provide a combined single limit for bodily injury and property damage in the amount of One Hundred Ten Million Dollars (\$110,000,000) of dedicated project limit, such coverage shall include full terrorism coverage;
- (2) Real and Personal Property Insurance with replacement cost coverage written on a standard “all risk” basis, except as noted below, with limits equal to the replacement costs of the property, fixtures, appliances, and furnishings owned, acquired, or provided by the Host Committee, the Cities, the Owners and Operators of the Convention Hall/Workspace, or owned by the Insured Parties or for which the Insured Parties are legally liable, such coverage shall include full terrorism coverage;
- (3) Comprehensive Business Automobile and/or Umbrella Liability Insurance with a combined single limit per occurrence for bodily injury and property damage of not less than Twenty-five Million Dollars (\$25,000,000) applicable to those vehicles provided by the Host Committee, or to the COA or the Host Committee by another person or entity, for use during the Convention Period, the Host Committee shall insure that contracts with outside vendors stipulate that damage to vehicles will be valued at actual cash value, and any damage to vehicles will not constitute a total loss and that COA designees that are authorized by COA to use vehicles shall be covered by such insurance;
- (4) Workers’ compensation coverage (by a policy of insurance or self-insurance) in statutory limits; Volunteer Compensation Insurance for all Volunteers working on activities related to the Convention, with limits equal to or greater than the maximum awards under Minnesota’s workers’ compensation laws;
- (5) Accidental Death and Dismemberment Insurance providing coverage in addition to any coverage supplied by any accidental medical payment insurance, covering all attendees in the amount of One Hundred Thousand Dollars (\$100,000) per person;
- (6) Supplemental Liability Insurance for Pyrotechnics and Fireworks with per-event coverage of not less than Twenty-five Million Dollars (\$25,000,000);
- (7) Broadcasters’ Errors and Omissions Insurance with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence; and
- (8) Police Professional Insurance providing coverage for claims arising out of actions of law enforcement personnel who provide security and law enforcement during the convention and convention related events with a limit of not less than Ten Million Dollars (\$10,000,000).